

**MEMORANDUM
OF
UNDERSTANDING**

between the

CITY OF MODESTO

and the

**MODESTO CONFIDENTIAL AND
MANAGEMENT ASSOCIATION**

July 1, 2023

Through

June 30, 2027

TABLE OF CONTENTS

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

ARTICLE 23. LEAVES OF ABSENCE	19
ARTICLE 24. STATE DISABILITY INSURANCE (SDI)	21
ARTICLE 25. JOB SHARING	21
ARTICLE 26. LICENSE, CERTIFICATES, REGISTRATION	22
ARTICLE 27. PAY DIFFERENTIALS	23
ARTICLE 28. DRESS, GROOMING AND UNIFORMS	26
ARTICLE 29. VEHICLE ALLOWANCE.....	28
ARTICLE 30. DEFERRED COMPENSATION.....	28
ARTICLE 31. HEALTH, DENTAL, VISION INSURANCE	29
ARTICLE 32. RETIREE HEALTH INSURANCE.....	31
ARTICLE 33. EMPLOYEE ASSISTANCE PLAN.....	36
ARTICLE 34. LONG TERM DISABILITY INSURANCE.....	36
ARTICLE 35. LIFE INSURANCE.....	36
ARTICLE 36. RETIREMENT	36
ARTICLE 37. FATIGUED EMPLOYEES	37
ARTICLE 38: DECLARED EMERGENCY PAY.....	39
ARTICLE 39: LEAVE BANK PURCHASE OPTION.....	39
ARTICLE 40. OUTSIDE EMPLOYMENT	39
ARTICLE 41. LAYOFF AND DEMOTION PROCEDURES	39
ARTICLE 42. GRIEVANCE PROCEDURE	41
ARTICLE 43. DISCIPLINARY ACTIONS.....	44
ARTICLE 44. DISCIPLINARY APPEALS	45
ARTICLE 45. TIME BANK.....	47

ARTICLE 46. CREDIT ASSOCIATION DEDUCTIONS	47
ARTICLE 47. COMMUTER BUS PASSES.....	47
ARTICLE 48. EMPLOYEE PARKING.....	47
ARTICLE 49. NON-DISCRIMINATION.....	47
ARTICLE 50. JOB ACTIONS	48
ARTICLE 51. SEVERABILITY	48
ARTICLE 52. PROVISIONS OF LAW	49
ARTICLE 53. APPROVAL.....	50
EXHIBIT 1: CLASSIFICATIONS AND SALARY RANGES EFFECTIVE JUNE 20, 2023 .	51
EXHIBIT 2: CLASSIFICATIONS AND SALARY RANGES EFFECTIVE JUNE 18, 2024 .	56
EXHIBIT 3: HOURLY SALARY SCHEDULE EFFECTIVE JUNE 20, 2023	61
EXHIBIT 4: BI-WEEKLY SALARY SCHEDULE EFFECTIVE JUNE 20, 2023.....	62
EXHIBIT 5: MONTHLY SALARY SCHEDULE EFFECTIVE JUNE 20, 2023.....	63
EXHIBIT 6: HOURLY SALARY SCHEDULE EFFECTIVE JUNE 18, 2024	64
EXHIBIT 7: BI-WEEKLY SALARY SCHEDULE EFFECTIVE JUNE 18, 2024.....	65
EXHIBIT 8: MONTHLY SALARY SCHEDULE EFFECTIVE JUNE 18, 2024.....	66
EXHIBIT 9: HOURLY SALARY SCHEDULE EFFECTIVE JULY 1, 2025.....	67
EXHIBIT 10: BI-WEEKLY SALARY SCHEDULE EFFECTIVE JULY 1, 2025	68
EXHIBIT 11: MONTHLY SALARY SCHEDULE EFFECTIVE JULY 1, 2025.....	69
EXHIBIT 12: HOURLY SALARY SCHEDULE EFFECTIVE JUNE 30, 2026	70
EXHIBIT 13: BI-WEEKLY SALARY SCHEDULE EFFECTIVE JUNE 30, 2026.....	71
EXHIBIT 14: MONTHLY SALARY SCHEDULE EFFECTIVE JUNE 30, 2026	72
EXHIBIT 15: MCMA APPROVED ALTERNATE WORK SCHEDULES	73
EXHIBIT X: MCMA MARKET ADJUSTMENTS	75
ATTACHMENT A: DEFINITIONS.....	77

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MODESTO AND
THE MODESTO CONFIDENTIAL AND MANAGEMENT ASSOCIATION
July 1, 2023 – June 30, 2027**

PREAMBLE

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

ARTICLE 1. TERM

- A. Term: The term of this MOU shall commence at 12:01 a.m. on July 1, 2023, and this MOU shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of June 30, 2027. Unless otherwise provided for in the MOU, its terms shall not become effective until the MOU is ratified by MCMA membership and adopted by the City Council in accordance with the Brown Act.

ARTICLE 2. CITY MANAGEMENT RIGHTS

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

ARTICLE 3. REPRESENTATION

This MOU covers the employees in the position classifications of CITY, which MCMA is certified as representing, and MCMA is the formally recognized employee organization which has the exclusive right to represent said employees during the term of this MOU. **(See Exhibits 1 and 2: Classifications and Salary Ranges.)**

ARTICLE 4. RENEGOTIATIONS

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

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

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

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

ARTICLE 5. SALARY RATES AND STEP ADVANCEMENTS

- A. Salary Rates and Ranges: The classification titles for positions in this unit, with the corresponding salary range code, are listed in **Exhibits 1 and 2** (Classifications and Salary Ranges).
 - 1) Effective June 20, 2023, employees will receive a 4.0% salary increase, as provided in **Exhibit 3**.
 - 2) Effective June 18, 2024, employees will receive an additional 3.0% salary increase, as provided in **Exhibit 6**.
 - 3) Effective July 1, 2025, employees will receive an additional 3.0% salary increase, as provided in **Exhibit 9**.
 - 4) Effective June 30, 2026 employees will receive an additional 3.0% salary increase, as provided in **Exhibit 12**.
 - 5) Classifications, Job Titles and Salary Ranges may be amended from time to time by Resolutions adopted by the City Council.
- B. Labor Market Adjustments: In addition to the salary increases described in subsection (A) of this Article, the salary range for each of the benchmark classes listed in **Exhibit X**, along with any related classes, shall increase in accordance with the schedule set forth in **Exhibit X**. The effective date for the "Year 1 Adjustment" will be June 20, 2023. The effective date for the "Year 2 Adjustment" will be June 18, 2024.

In accordance with California Government Code Section 3500 et al., classification titles and ranges may be amended from time to time by Resolution adopted by the City Council.

- D. Initial Step Placement: Each salary range shall consist of five (5) steps, A through E, at (5%) increments. 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. 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. Employees hired at Step A, shall be considered for a step increase upon completion of thirteen (13) pay periods. An overall "Meets Expectations" rating will result in a one-step (5%) increase. Consideration for subsequent step increases shall be at intervals of twenty-six (26) pay periods until Step E is attained.
3. Employees hired at other than Step A shall normally be considered for a step increase upon completion of twenty-six (26) pay periods, and consideration for subsequent step increases shall be at intervals of twenty-six (26) pay periods until Step E is attained.

Effective July 1, 2025 each salary range shall consist of six (6) steps, A through F, at (5%) increments. Progression through the steps shall be based upon both length of service and job performance. Effective July 1, 2025, employees who have been in Step E for 26 pay periods or more shall be placed into Step F.

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

E. Accelerated Step Increase:

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

F. Denial of Step Increase:

When a step increase is denied, there shall be no reconsideration until the employee's next scheduled performance evaluation in twenty-six (26) pay periods. There is no right of appeal to the withholding of a step increase, but the reasons for withholding the increase shall be given in writing to the employee. "Withholding of a step increase" is defined as denial of the five percent (5%) step increase. The employee may contest the withholding of the step increase, in writing, beginning with the rater's supervisor and

ending with the Department Director. The decision of the Department Director shall be final.

G. Step Reduction:

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

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

ARTICLE 6. PERFORMANCE EVALUATION

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

B. Performance Improvement: If an employee does not meet expectations on any area of the yearly performance evaluation, the employee will be placed on a Performance Improvement Plan (PIP). The PIP will include, at a minimum, the following information:

- i. a description of the performance issue;
- ii. what the employee must do to correct the problem. The employee must be offered the opportunity to discuss the proposed corrective actions with the supervisor before they are finalized;
- iii. identification of a performance improvement period sufficient to allow the employee an opportunity to show improvement, which will be no less than one month after the issue date of the PIP; and
- iv. a statement that failure to make the necessary improvements may result in discipline up to and including termination of employment;

The employee will then receive a performance evaluation review three (3) months following the initiation of the PIP.

ARTICLE 7. PROBATION

- A. All original and promotional appointments shall be tentative and subject to a probationary period of one year from the date of appointment to the position. The probationary period shall be an essential part of the examination process and shall be used for the effective adjustment of the employee to meet the required standard of work. Time spent on any leave of absence, or time during which an employee is unable to perform the full range of duties due to injury or illness, whether or not job-related, shall not be considered as part of any probationary period, and such time will be added to the probationary period.
- B. During the probationary period an employee may be released at any time without right of appeal. Written notice of release shall be furnished to the probationer.
- C. An employee released during or at the conclusion of probation following a promotion, shall be reinstated to the position previously held, at the former salary step, except if the reasons for release are cause for dismissal.
- D. Management may extend an employee's probationary period up to six (6) additional months by mutual agreement with MCMA.

ARTICLE 8. PAY PERIOD DEFINITION

- A. A pay period is defined as the fourteen (14) calendar day period from 12:01 a.m. Tuesday to 12:00 a.m. (midnight) Monday two weeks thereafter. The first full pay period under this MOU shall commence at 12:01 a.m., Tuesday June 20, 2023.
- B. Direct Deposit: For all employees, the City will deposit employees pay checks directly to their bank or credit accounts; paper checks shall not be issued.

ARTICLE 9. WORKWEEK DEFINITION

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

ARTICLE 10. STANDARD TOUR OF DUTY

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

ARTICLE 11. APPROVED WORK SCHEDULES

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

B. Nine-eighty (9/80) and Four-ten (4/10) Work Schedules:

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

C. Modified Four-ten (4/10) Schedules:

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

D. Four-eleven (4/11) Schedules:

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

E. Flexible Work Schedules: Employees may be allowed to start their workday 1 hour before business hours and finish 1 hour after business hours with supervisor approval. Approval will not be considered if it reduces customer service in any way, creates overtime, compromises operations, or burdens coworkers with additional responsibilities.

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

G. Positions or classifications not meeting the criteria designated in paragraphs B and C, above, are not eligible for these alternate work schedules, except that the City Manager, or designee, may authorize exceptions.

H. A Department Director may require implementation of these schedules for one, or more, eligible employees, based on the needs of the CITY. An employee in these eligible classifications or positions may also request one of these work schedules. Any request for one of these alternate work schedules must be justified and approved by the Department Director. An employee whose request for an alternate work schedule is denied will be provided with the rationale for that denial.

All approved requests will be forwarded to the Human Resources Department for processing. The nine-eighty (9/80) work schedule shall not be effective until Human Resources has officially changed the employee's workweek, as outlined in **Exhibit 15**, attached.

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

ARTICLE 12. LEAVE USAGE ACCRUALS

All leave accrual, including the accrual of overtime, shall be recorded in tenths of an hour (i.e. 0.10 equals 6 minutes) basis. All leave usage, including the use of overtime, shall be recorded in tenths of an hour (i.e. 0.10 equals 6 minutes) basis. All leave usage, including use of overtime, shall be recorded and used on a tenth (0.10) of an hour basis.

ARTICLE 13. REST PERIODS FOR NON-EXEMPT EMPLOYEES

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

ARTICLE 14. OVERTIME FOR NON-EXEMPT EMPLOYEES

- A. Policy. It is the policy of the CITY to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of Department Directors to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. Each department shall keep complete and accurate records of all overtime earned in every pay period. The CITY has the right to require each employee to work overtime as necessary. To the extent possible and in the sole discretion of the Department Director, overtime will be distributed equitably among qualified employees within the department.
- B. Definition. Overtime is defined as hours actually worked in excess of forty (40) hours in a workweek. Paid leave shall be considered as time actually worked for purposes of computing overtime. Overtime shall not affect leave accruals.
- C. Overtime Compensation. Any employee authorized by the Department Director or authorized representative to work overtime shall be compensated at premium rates, i.e. one and one-half (1½) times the employee's regular hourly rate of pay. Upon an employee's request, overtime may be compensated as compensatory time off (CTO). CTO shall be credited at time and one-half. Overtime and CTO shall be recorded and used on a tenth (0.10) of an hour basis.

Each employee will be paid, as part of the last paycheck received in September, December, March and June for all compensatory time over one hundred and sixty (160) hours. For employees hired on, or after, October 4, 2005, quarterly payment shall be for all hours over one hundred (100). The Payroll calculation for the Cashout made for these months is based on the CTO hours from the prior pay check (before the last pay check for these months).

Employees may request payment of compensatory time to be included as part of a regular paycheck so long as the request is for at least twenty (20) hours and sufficient notice, as determined by the Finance Director, is provided. Compensating time off may be taken at the request of the employee and with the approval of the Department Director or designee, in accordance with FLSA regulations. Compensating time off will be taken in straight time hours.

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

- D. Wash Time. A Department Director, with the concurrence of the affected employee, may arrange for that employee to take such time off at straight time as is necessary to ensure 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 unscheduled overtime for four (4) or more consecutive 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 fourteen dollars and fifty cents (\$14.50) for a meal allowance during any twenty-four (24) hour period and shall be entitled to a thirty (30) minutes unpaid meal period for every additional four (4) hours worked. Only one (1) fourteen-dollar and fifty cents (\$14.50) payment shall be made per employee per 24-hour 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 24-hour period.

ARTICLE 15. CALL-DUTY PAY

- A. System Technicians who are released from active duty but are required by the department to leave notice where they can be reached and be available to return to active duty when required by the department, shall be assigned to call-duty. While on call-duty (sometimes referred to as on-call), an employee shall be free to use the time for his or her own purposes.
- B. Call-duty requires that employees so assigned shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to respond to duty within a reasonable period of time, not to exceed thirty (30) minutes. Call-duty time shall not count as hours worked.
- C. Assigned personnel shall receive call-duty pay in the amount of two (2) hours pay on their regularly scheduled workday and four (4) hours pay on the employee's regularly scheduled days off and fixed CITY holidays.
- D. During the term of this MOU, if a Department Director, with the concurrence of the Director of Human Resources, assigns any other position(s) to call-duty, assigned personnel shall be subject to the restrictions and entitled to the compensation provided by this Article.

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

- A. When a non-exempt employee (as defined in D below) returns to active duty at the request of the Department Director or designee, after the employee has been released from active duty, the employee shall be entitled to call-back compensation.
- B. The following incidents are not considered call-back and are compensated on a time and one-half basis:

1. Planned overtime for which the employee has received a minimum of twenty-four (24) hours advance notice;
 2. Overtime associated with assigned Call-Duty as described in ARTICLE 15. CALL-DUTY PAY;
 3. Overtime which occurs as an extension of an employee's regular workday;
 4. When an employee begins work at the request of the Department within ninety (90) minutes prior to the scheduled start of their regular work shift.
- C. When on call-back, an employee receives the following compensation:
1. Three (3) hours of straight time per call-back occurrence;
 2. In addition to the three (3) hours of straight time, overtime will be applied as paying time and one-half pay for actual time worked in excess of seventy-eight (78) minutes.
- D. Systems Technicians are the only positions authorized to receive call-back pay. During the term of this MOU, if a Department Director, with the concurrence of the Director of Human Resources, designates additional position(s) as subject to call-back, assigned personnel shall be entitled to the compensation provided by this Article.

ARTICLE 17. ACTING AND OUT-OF-CLASS PAY

A. Acting Pay:

Employees directed to work continuously in a vacant higher-level regular position shall, subject to the other provisions of this paragraph, receive a salary increase to the higher level for the time actually worked in excess of eighty (80) consecutive work 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 Director of Human Resources. Such requests may only be approved upon certification by the Department Director that the assigned employee meets the minimum training and experience guidelines and is assigned and held responsible to perform fully the full scope of duties normally associated with the higher-level position. In the event that an eligible list exists for the vacant position, the list will be consulted before making the acting pay assignment. Assignment rotations among qualified staff are encouraged unless such rotations would considerably disrupt the operations of the department(s).

B. Out-of-Class Pay:

At the request of the Department Director, the Director of Human Resources shall authorize additional compensation for an employee, if it is determined that an employee has been directed to work continuously in a higher classification or at a higher level of responsibility for the time actually worked in excess of eighty (80) consecutive_work hours. It is the responsibility of the Director of Human Resources to approve or disapprove such requests. In the event of a dispute, the decision is subject to review by the City Manager and is not subject to the Grievance Procedure.

C. Duration of Assignment:

Initially, an Acting Assignment or an Out-of-Class Assignment shall be limited to a term of twelve (12) consecutive months for any one employee. Requests to extend the assignment beyond twelve (12) months will require review and approval by the Department Director and the Director of Human Resources. If approved, the extension of the assignment shall be for a maximum of six (6) additional months. One additional extension of six (6) months, beyond the first six (6) month extension, may be authorized with the approval of the City Manager or Deputy City Manager. When an employee who has served in an Acting Assignment for twelve (12) months or more and separates from City service while in that Acting Assignment, any leave pay out which the employee is entitled under this contract shall be calculated using the Acting Assignment rate of pay. Consistent with CalPERS regulations, all other Acting Assignments shall be limited to a term of no more than 960 working hours in any fiscal year.

ARTICLE 18. EXEMPT MANAGEMENT LEAVE

1. Commencing January 1, 2011, employees in exempt regular positions shall be granted forty (40) hours Management Leave and this Management Leave shall be made available for use beginning in the first pay period in January and July of each calendar year, to be taken at the discretion of the employee and upon approval by the Department Director, and shall be prorated for less than full-time employees. Said leave shall be advanced with the first paycheck in January and July and must be taken by the last day of the last pay period of the calendar year. Leave not used before the end of the calendar year period for which it is advanced will be forfeited.
2. An exempt employee hired after Management Leave has been advanced for the calendar year shall be eligible for a pro-rated portion of Leave.
3. During each year of the contract, employees may elect to cash out up to thirty-two (32) hours of Management Leave in December of the applicable year. Upon separation from City service, employees may cash out up to thirty-two (32) hours of Management Leave if the hours are available.

ARTICLE 19. VACATION

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

Annual Vacation Accrual Rate	Years of Service
80 hours	1

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

- B. Employees may not accrue vacation time in excess of twice their annual vacation accrual rate, provided that no employee shall lose vacation time to meet the needs of the service. Requests for vacation accrual in excess of the cap will require City Manager approval.
- C. All vacation leave must be approved by the Department Director or designated representative.
- D. Employees in regular positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation leave shall be available for use on the first day following the pay period in which it is earned. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro-rata basis.
- E. Vacation leave hours will accrue in tenths of an hour. Each year, during the last pay period ending in June, payroll will adjust vacation accruals in order to ensure that employee accruals are consistent with the above-listed annual accrual rates.
- F. Negative Vacation. Employees shall not be permitted to take vacation in advance of accrual, except in extenuating circumstances, as determined by the City Manager or designee. Use of vacation in advance of accrual shall not be authorized if the employee has other applicable leave time available. Any request for use of vacation in advance of accrual shall include a method and timeline for offsetting the negative vacation balance, as well as authorization from the employee for the CITY to recover any negative balance still owed to the CITY upon the employee's separation from service. Such recovery shall

be first from the employee's final paycheck and then by either personal payment from employee or by a withdrawal from the employee's deferred compensation account.

- G. Vacation leave shall be compensated at the employee's regular hourly base rate plus incentives. At time of separation, an employee will be paid a lump sum payment at base rate for accrued vacation time.
- H. With the approval of the City Manager, an employee about to retire, or who is to be laid off, may utilize their accrual prior to the effective date of any such retirement or lay-off.

ARTICLE 20. HOLIDAYS

- A. Fixed Holidays. All employees in regular positions shall be entitled to the following holidays:

<u>Recognized Holidays</u>	
New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Presidents' Day	Veterans' Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Juneteenth	Christmas Day

The modified four-ten (4/10) and four-eleven (4/11) schedules do not allow employees to take holidays on fixed days. All holiday time for employees on these schedules shall be as defined in paragraphs N and O, below.

- B. Floating Holiday. Employees in regular positions shall be entitled to floating holiday time of eight (8) hours on a five-two (5/2) or nine (9) hours on a nine-eighty (9/80) schedule, or eleven (11) hours on a four-eleven schedule and ten (10) hours on a four-ten (4/10) schedule, provided that the employee is on the payroll during the entire pay period in which such floating holiday time is to accrue. "Entire pay period" shall mean that an employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the scheduled hours. Floating holiday time shall be accrued during the pay period in which January 1 falls. Floating holiday time for employees on a modified four-ten (4/10) schedule is included in their one hundred thirty (130) hours of holiday credit defined in paragraph N, below.
- C. Floating holidays accrued shall be available for use the first day following the pay period in which they are accrued, and shall be scheduled with the approval of the Department Director or designee.
- D. Employees in regular positions budgeted less than eighty (80) hours per period or job-shared positions shall receive fixed and floating holiday accruals on a pro-rata basis.
- E. If a fixed holiday falls on an employee's regularly scheduled workday, the employee shall be entitled to a total of eight (8), nine (9) hours, ten (10), or eleven (11) hours (a full work shift) of holiday time off depending on their current work schedule.

- F. If a fixed holiday falls on a Saturday, the preceding Friday will be observed as the fixed holiday. If a fixed holiday falls on a Sunday, the succeeding Monday will be observed as the fixed holiday.
- G. If a fixed holiday falls on an employee's regularly scheduled day off, the full-time employee shall be entitled to a total of eight (8) hours of holiday compensatory time.
- H. Non-exempt employees working on fixed holidays shall be compensated at time and one-half (1-1/2) for time actually worked, irrespective of hours actually worked in this workweek. In no event shall such an employee be compensated for working a fixed holiday in excess of one and one-half (1-1/2) times the employee's regular hourly rate of pay plus hour-for-hour holiday compensatory time, except as provided in ARTICLE 15. (CALL BACK).
- I. Whenever an employee is directed to work on a fixed holiday, which falls on the employee's regularly scheduled work day, the employee shall accrue, on an hour-for-hour basis, up to a total of regularly scheduled hours (8 or 9 or 10 or 11 respectively) of holiday compensatory time.
- J. Whenever an employee is directed to work on a fixed holiday which falls on a regular day off, the employee shall accrue on an hour-for-hour basis up to a total of eight (8) hours of holiday compensatory time irrespective of employee's normal work schedule.
- K. Employees on leave without pay the last scheduled workday before and the first scheduled workday after a fixed holiday shall not receive holiday pay.
- L. Holiday time may be accrued up to a maximum of forty (40) hours. When the employee reaches the forty (40) hour maximum, additional holiday time worked shall be compensated in cash at straight time rates. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly base rate.
- M. Employees may request cash-out of up to forty (40) hours of their grandfathered holiday time annually, during the pay period in which November 1, falls. This cash-out is at the employee's current regular hourly base rate.
- N. Holidays for Modified four-ten (4/10) Schedules: The first pay period of January of each year, employees assigned to the modified four-ten (4/10) schedule shall be credited with one hundred thirty (130) hours of accrued holiday time. Holiday leave shall be reduced by eighty-eight (88) hours as required by the modified four-ten (4/10) schedule, for a net of forty-two (42) hours. See **Exhibit 15**. Employees assigned to the modified four-ten (4/10) schedule are not entitled to any additional compensation when the holiday falls on their regular workday.

If an employee enters into or leaves the modified four-ten (4/10) schedule, the employee's holiday hours shall be adjusted to reflect the schedule change.

- O. Holidays for four-eleven (4/11) Schedules: The first pay period of January of each year, employees assigned to the modified four-eleven (4/11) schedule shall be credited with one hundred forty-three (143) hours of accrued holiday time. Holiday leave shall be

reduced by twenty (20) hours as required by the four-eleven (4/11) schedule, for a net of one hundred twenty-three (123) hours. See **Exhibit 15**. Employees assigned to the four-eleven (4/11) schedule are not entitled to any additional compensation when the holiday falls on their regular workday.

ARTICLE 21. SICK LEAVE

1. Definition. Paid sick leave is an insurance program provided by the CITY as protected leave for employees to use, as they request, to recover from physical/mental illness or injury; seek medical diagnosis, treatment, or preventative care; or care for a family member/ designated person who is ill or needs medical diagnosis, treatment, or preventative care, to supplement bereavement leave (up to two additional days), or if you are a victim of domestic violence, a sexual offense, or stalking. Sick leave shall not be used for any injury arising out of or incurred in connection with outside employment.
2. Additional information regarding Paid Sick leave is included in the City's Comprehensive Leave Policy.
3. Grandfathered 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 percent (25%) of the employee's unused grandfathered sick leave bank at the employee's then current base rate of pay. There is no cash value to regular sick leave bank.
4. Usage: When taking sick leave, employees with grandfathered sick leave conversion banks shall utilize sick leave hours accrued on or after August 14, 2012 before utilizing hours from the conversion bank.
5. Retirement: For employees hired on or before December 31, 2010
 - a) Employees hired on or before December 31, 2010 and who retire from the City between August 14, 2012 and January 31, 2015, after five (5) years of continuous service in good standing may, on a one-time basis, exercise the option to have ninety percent (90%) of their unused sick leave accrued up to August 13, 2012, up to twenty-two hundred (2,200) hours, applied by the CITY upon retirement to contributions for premiums for health, dental and vision insurance plans covered by the CITY. Hours accrued by August 13, 2012 shall be held in a grandfathered sick leave conversion bank for such usage. Said insurance contribution shall be provided as needed to cover the cost of retiree health, dental and vision premiums up to a monthly rate of \$621 for retiree without dependents and up to \$1100 for retirees with dependent coverage.
 - b) Employees hired on or before December 31, 2010 and who retire from the City after January 31, 2015, after five (5) years of continuous service in good standing may, on a one-time basis, exercise the option to have ninety percent (90%) of their unused grandfathered sick leave (i.e. sick leave accrued up to August 13, 2012 and held in the employee's grandfathered sick leave conversion bank, as described in the preceding paragraph) converted to the Retiree Medical Program based on the

amounts described in Article 31 - Retiree Health (retired after January 31, 2015). As provided in Article 31 – Retiree Health, the City will no longer offer retiree medical plans through City’s group plans effective December 31, 2015.

- c) In the event of death of the retired employee, the employee's spouse, registered domestic partner or dependents actively enrolled in plan shall remain eligible to receive this benefit.
- d) For employees who were hired on or before December 31, 2010 and who retire during the term of this MOU, if, after the ninety percent (90%) conversion of grandfathered sick, a retiring employee has less than twelve hundred forty-five (1,245) hours, the employee may elect to convert some, or all, of the employee’s accrued vacation leave to the grandfathered sick leave account, provided that the total number of hours of grandfathered sick leave and vacation does not exceed twelve hundred forty-five (1,245) hours. Any such vacation hours shall be converted at ninety (90%) percent, on the same basis as sick leave. Employees who retire after March 7, 2016, regardless of hire date, shall not be eligible to convert any accrued vacation time to sick leave.

10. Wellness/Sick Leave Incentive: During the contract term, employees (i) with at least 240 hours in their sick leave banks and (ii) who have used less than twenty-four (24) hours of unprotected sick leave from January 1st until the last pay period in November annually may deposit the value of up to twenty-four (24) hours of sick leave into a Health Savings Account (HSA), if eligible. If not eligible for an HSA, employees may elect to have the deposit made to their Deferred Compensation Account. The converted sick leave hours will be valued based on the employee’s then-current hourly straight time base rate. The deposit will happen in the first pay period in December annually.

ARTICLE 22. BEREAVEMENT LEAVE

- A. Employees in regular positions who request time off for bereavement shall will be entitled up to five (5) working days off; three (3) days of which are paid leave, regardless of work schedule and, 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, step-parent, stepson, stepdaughter, child of a registered domestic partner, person over which the employee has legal guardianship, person who stood in loco parentis, foster child, foster parent of the employee, or any relative living with the employee.
- B. The employee may use any accrued leave balance, including paid sick leave, to receive pay for the additional two (2) days, if no accrued leave balance is identified, these additional two (2) days will be unpaid without penalty or additional approval required.

ARTICLE 23. LEAVES OF ABSENCE

The City complies with legally protected leaves as further described in the City's Comprehensive Leave Policy. Legally protected leaves do not count as unscheduled

absences under the City's Attendance Policy, so long as the employee follows the City's notification procedures.

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

1. Medically incapacitated (including pregnancy) to perform the duties of the position; Prior to such approval, an employee must provide written medical verification of a long-term disability, illness or injury to the HR Benefits Division.
2. Desires to engage in a relevant course of study that will enhance the employee's value to the CITY;
3. For any reason considered appropriate by the Department Director and the Director of Human Resources.

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

Except as otherwise provided in ARTICLE 30. (HEALTH, DENTAL, VISION INSURANCE), when an employee is on a leave of absence without pay with right to return to their classification, the employee shall accrue no employee benefits and shall pay the full premium of their health and welfare program on a prorated basis, if coverage is continued by the employee. If health and welfare coverage is dropped during a leave of absence, the employee may be subject to restrictions imposed by the insurance carrier upon return. After a leave of absence with or without right to return of six (6) months or more, a qualifying medical examination, paid by the CITY, may be necessary prior to reinstatement.

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

B. Compulsory Leave. If in the opinion of the Department Director, an employee is unable to perform the duties of his/her position for physical or psychological reasons, the Department Director shall refer that employee to the Risk Manager. The Risk Manager shall have the authority to require the employee to be examined by a physician or other competent authority at CITY expense to determine the employee's fitness for duty. The employee may go to a physician or other competent authority of his/her own choosing other than his/her treating physician or specialist or someone in practice with the treating

physician, (subject to the approval of the Risk Manager based upon a determination of the practitioner's practice or specialty) at the employee's expense. The employee shall have four (4) calendar days to arrange for said examination and to provide the Risk Manager written documentation from the employee's practitioner stating the date and time of the appointment.

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

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

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

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

ARTICLE 24. STATE DISABILITY INSURANCE (SDI)

- (A) Beginning January 1, 2014, MCMA voluntarily participates in State Disability Insurance (SDI) and Paid Family Leave (PFL) programs by payroll deduction at employee expense. The percent of payroll deduction is determined by the State of California Employment Development Department from year to year.
- (B) Eligibility for SDI and PFL benefits are between the employee, their healthcare provider and the State. City of Modesto does not determine eligibility for these wage replacement programs. Information about SDI and PFL eligibility and benefits is available at www.edd.ca.gov.
- (C) Coordination of SDI/ PFL benefits with accrued leave is outlined within the City's Comprehensive Leave Policy.

ARTICLE 25. JOB SHARING

- A. The CITY will make reasonable accommodation for an employee in a regular position who desires to share his/her job with another qualified employee or eligible person provided that the Department Director has made a determination that such a change will be beneficial to the organization. Jobs may be shared on an hourly or daily basis provided that the combined total scheduled hours do not exceed eighty (80) hours per pay period.

- B. 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.
- C. Each employee shall be notified in writing by the Department Director at the time of appointment and such notification will clearly define the benefits to which each employee is entitled. Work schedules for job sharers shall be approved in advance by the Department Director with a minimum of one-week notice for scheduled changes. In the event that one employee terminates, cancels participation or is on leave of absence, the remaining employee shall assume the position on a full-time basis until a replacement is available.
- D. For non-exempt employees in a job share assignment, overtime shall only accrue for hours in excess of forty (40) hours in a work week.

ARTICLE 26. LICENSE, CERTIFICATES, REGISTRATION

Required Licenses, Certificates and Registration

- 1. Whenever an employee is required to obtain a certificate, license or registration in order to carry out the duties assigned, except a California Class C Driver's License, the CITY will reimburse the costs associated with obtaining and renewing the license, certificate, or registration subject to Department Director approval as follows:
 - a) The City will purchase or provide standard training and study materials for the employees use in preparing for the test.
 - b) The City will reimburse the costs for any required classes or specialized training that is a mandatory prerequisite for taking the test.
 - c) For non-exempt employees, the time required to attend any required class or exam to obtain or renew a license, certificate, or registration shall be considered as hours worked.
 - d) The City will provide access to sufficient CEU eligible activities for the employee to retain eligibility for renewal of the license, certificate, or registration.

A. Voluntary Certifications

- 1. Whenever an employee voluntarily obtains one of the following certifications, the initial fee for the actual certificate (and exam fee, if any), and the time required to obtain it, shall be at the employee's expense. Once the employee is certified and is

receiving certification pay, the CITY will reimburse the employee for the fee of the initial certificate and exam fees, if any and reimburse the employee for the certificate renewal and exam fees as follows:

- a. The City will reimburse a maximum up to one test per renewal of a certification
 - b. For the test renewal, the time to take the examination will be considered as hours worked.
2. Employees in the following classifications, divisions and assignments shall receive an additional pay incentive as follows:

Division	Eligible Classes	Certificate	Pay
All Divisions Citywide	Maximum of two (2) employees citywide as per Department Director	Pest Control Advisor	2 ½%
Parks	Operations and Maintenance Supervisor	Playground Safety	2 ½%
	Assistant Landscape Designer	Landscape Architect	2 ½%
Building & Dev. Serv.	Chief Building Official	CA Registration Professional Civil Engineer	2 ½%
	Deputy Chief Building Official	CA Registration Professional Civil Engineer	5%

3. Compensation for certificates that may be issued at more than one grade shall only be given for the highest grade obtained, and shall not be cumulative for each grade in the series.
4. The CITY shall, in accordance with the provisions of this article, compensate employees in the Wastewater Collections and Water Operations Division for "cross-over" certifications where there is a demonstrated benefit to the CITY. This decision is at the sole discretion of the Department Director.
5. The cumulative or maximum amount of compensation for the above certificates shall be seven and one-half (7½%) percent.
6. Certification Pay (2½% to 7 ½%) shall be included in base pay for purposes of compensation for approved paid leave.

ARTICLE 27. PAY DIFFERENTIALS

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

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

A review panel made up of three experts (as determined by the department) will assess the qualifications of employees wishing to participate. Two (2) of the three (3) panel members must agree that the person is capable of bilingual translation. Alternative methods of testing may be provided by the City.

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

Bilingual Leave Bank will share a cap with CTO, with 100 hours total between CTO and Bilingual Leave. When the cap is reached, Bilingual Leave shall be cashed out before CTO is cashed out. Outside of quarterly cash out schedule, employees may request payment of compensatory time to be included as part of a regular paycheck so long as the request is for at least twenty (20) hours and sufficient notice, as determined by the Finance Director, is provided.

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

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

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

- B. Educational Incentive. Employees who possess a Bachelor's Degree from an accredited institution shall be eligible for two- and one-half percent (2.5%) Educational Incentive Pay, subject to criteria established by the CITY. The maximum pay differential for employees who possess a bachelor's degree is 2.5% regardless of the number of degrees obtained. Employees who possess a Master's Degree or Juris Doctor from an accredited institution shall be eligible for five percent (5.0%) Educational Incentive Pay, subject to criteria established by the CITY. The maximum pay differential for Educational Incentive is five percent (5.0%), regardless of the number of Degrees obtained.

C. Longevity Incentive Pay. Effective July 1, 2023, employees with ten (10) years of service with the City shall be eligible for two- and one-half percent (2.5%) Longevity Incentive Pay.

D. Notary Incentive Pay. Employees certified as notaries and assigned notary duties shall receive fifty dollars (\$50) per pay period. An employee certified and receiving Notary Pay shall cease receiving the Notary Pay after they have been out of the workplace for two consecutive pay periods. The Notary Pay will not be granted beginning the first day of the following pay period. The Notary Pay will be resumed the first full pay period the employee returns to work.

The Department Director may choose to eliminate the Notary Pay if it is determined that the notary 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 notary services than the need for these services, the Department Director may choose to rotate this duty between eligible employees.

Effective July 1, 2025, the Notary Incentive Pay will increase to fifty-five dollars (\$55) per pay period.

E. Driver Trainer Incentive Pay. Effective July 1, 2023, employees registered as a Driver's Trainer under the Federal Motor Carrier Safety Administration's ELDT Training Provider Registry and assigned to provide Behind the Wheel or Theory training for employees to obtain/ renew their Commercial License shall receive fifty dollars (\$50) per pay period. An employee receiving Driver Trainer Pay shall cease receiving Driver Trainer Pay after they have been out of the workplace for two consecutive pay periods. The Driver Trainer Pay will not be granted beginning the first day of the following pay period. The Driver Trainer Pay will be resumed the first full pay period the employee returns to work.

The Department may choose to eliminate the Driver Trainer Pay if it is determined that the Driver Training 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 Driver Training services than the need for these services, the Department Director may choose to rotate this duty between eligible employees.

Effective July 1, 2025, the Driver Trainer Incentive Pay will increase to fifty-five dollars (\$55) per pay period.

F. Driver Examiner Incentive Pay. Effective July 1, 2023, qualified employees assigned to conducting Behind the Wheel or Theory DMV Commercial License exams onsite for employees to obtain/ renew their Commercial License shall receive fifty dollars (\$50) per pay period. An employee receiving Driver Examiner Pay shall cease receiving Driver Examiner Pay after they have been out of the workplace for two consecutive pay periods. The Driver Examiner Pay will not be granted beginning the first day of the following pay period. The Driver Examiner Pay will be resumed the first full pay period the employee returns to work.

The Department may choose to eliminate the Driver Examiner Pay if it is determined that the Driver Examiner 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 Driver Examiner services than the need for these services, the Department Director may choose to rotate this duty between eligible employees.

Effective July 1, 2025, the Driver Examiner Incentive Pay will increase to fifty-five dollars (\$55) per pay period

- G. DMV Administrator Incentive Pay. Effective July 1, 2023, employees assigned to DMV Commercial License administration for City employees to obtain/ renew their Commercial Driver's License shall receive fifty dollars (\$50) per pay period. An employee receiving DMV Administrator Pay shall cease receiving DMV Administrator Pay after they have been out of the workplace for two consecutive pay periods. The DMV Administrator Pay will not be granted beginning the first day of the following pay period. The DMV Administrator Pay will be resumed the first full pay period the employee returns to work.

The Department may choose to eliminate the DMV Administrator Pay if it is determined that the DMV Administrator 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 DMV Administrator services than the need for these services, the Department Director may choose to rotate this duty between eligible employees.

Effective July 1, 2025, the DMV Administrator Pay will increase to fifty-five dollars (\$55) per pay period.

- H. Shift Pay. All employees in the following classifications whose regularly scheduled workday requires that they work four (4) hours or more in a shift, shall be paid shift differential at the following rates for shifts actually worked:

Police Civilian Supervisor

\$6.00 per shift for any shift beginning on or after 12 noon up to 4:29 pm.

\$8.00 per shift for any shift beginning on or after 4:30 pm.

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

ARTICLE 28. DRESS, GROOMING AND UNIFORMS

A. Dress and Grooming

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

B. Uniforms

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

Uniform Shirts required and Uniform Pants optional:

Operations Supervisor
Custodian Supervisor
Associate Land Surveyor

Uniform Shirts and Uniform Pants optional:

Electrical Supervisor
Operations Supervisor (Utilities)
Utilities Plant Maintenance Supervisor

Coveralls and Jackets

Upon request by the employee, the City will provide at no cost to each employee in the following work areas and classifications one (1) coverall and one (1) safety jacket or one (1) safety hoodie (reflective tape and high visibility color) per fiscal year for all employees assigned to the following divisions:

Electrical Division
Parks Division
Streets Division
Forestry Division
Water Division
Wastewater Division

Employees who elect a safety hoodie in lieu of a jacket must wear a safety vest that has reflective tape and a high visibility color over hoodie to ensure proper reflection and visibility at all times.

Safety Shoes

Each department will designate employees in certain job assignments for which safety footwear is required and the CITY will pay each employee so designated an annual safety footwear allowance of two hundred twenty dollars (\$220) during the first pay period in July. Replacement shall occur on an as-needed basis as approved by the immediate supervisor. Safety-toed shoes must meet ANSI standards.

C. Uniform Allowances - Police Department

Employees in the classifications of Police Clerk II (Confidential) Police Civilian Supervisor and Police Civilian Manager shall be required to wear a uniform and shall receive a uniform allowance of ninety-two dollars (\$92) per month, paid monthly. Animal Control Supervisors shall be required to wear a uniform and shall receive a uniform allowance of one hundred twenty dollars (\$120.00) per month. For employees in the classifications of Administrative Office Assistant III (Confidential), Senior Administrative Office Assistant (Confidential) and Executive Secretary, the wearing of a uniform is optional. These employees shall only receive the uniform allowance, stated above, if they elect to wear a uniform.

D. Uniform Allowances – Fire Department

Employees in the classifications of Emergency Service Coordinator shall be required to wear a uniform and shall receive a uniform allowance of eighty-five dollars (\$85) per month. Employees in the classifications of Deputy Fire Marshal shall be required to wear a uniform and shall receive a uniform allowance of one hundred twenty-five dollars (\$125) per month.

E. Working Group

Representatives of the City and MCMA agree to establish a working group to meet to discuss modifications to this provision with a goal of clarifying the classifications who are in need of uniforms/PPE and improving processes related to the issuance of uniforms and PPE. The City's representatives will include Department representatives from Public Works, Utilities, Human Resources, and Purchasing, and the Safety Officer.

ARTICLE 29. VEHICLE ALLOWANCE

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

ARTICLE 30. DEFERRED COMPENSATION

- A. The CITY shall continue to provide access to a deferred compensation program authorized by the City Council for the voluntary participation of City employees. In addition, the CITY shall match on behalf of a participating employee in a regular position, one and one-half percent (1.5%) of an employee's base rate of pay on a bi-weekly basis; provided, the employee is contributing at least one and one-half percent (1.5%). For such employees who have been continuously employed by the CITY for nine (9) or more years, the CITY shall contribute two and one-half percent (2.5%); provided the employee is contributing at least two and one-half percent (2.5%). This increase in the City's contribution shall be effective with the first pay period to begin in the month following completion of nine (9) years of service, provided that the employee has completed any required documents.
- B. At the time of retirement or separation, employees may defer some, or all, of their final pay and leave 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 month in which they plan to retire.

ARTICLE 31. HEALTH, DENTAL, VISION INSURANCE

- A. All employees in regular positions budgeted for forty (40) hours or more per pay period shall be eligible to participate in the health, dental and vision programs authorized by the CITY. The CITY agrees to make available the health, dental and vision benefits currently provided for employees represented by MCMA or any other program(s) mutually agreed upon by the parties.
- B. Employees may opt out of participation in the CITY’s medical health plan if the employee provides proof of alternate health coverage. This option may only be exercised during the CITY’s open enrollment period or within thirty (30) days of a qualifying “life change” event as defined by the IRS. The employee shall continue to participate in the CITY dental and vision plans.
- C. For new employees, eligibility for health, dental and vision insurance benefits shall start with the beginning of the payroll period following completion of two (2) full pay periods.
- D. The CITY shall contribute the following amounts bi-weekly (based on 24 pay periods) toward the combined total premium for health, dental and vision insurance plans; the employee is responsible for the balance of the premium cost, if any.
- E. Effective July 1, 2023, the City shall contribute the following amounts bi-weekly (based on 24 pay periods) toward the combined total premium for health, dental and vision insurance plans; the employee is responsible for the balance of the premium cost, if any.

Coverage Level	Maximum City Contribution
Opt-out	\$225.00
Employee Only	\$336.50
Employee + One	\$602.00
Employee Plus Family	\$850.50

- F. Effective January 1, 2024, the City shall contribute the following amounts bi-weekly (based on 24 pay periods) toward the combined total premium for health, dental and vision insurance plans; the employee is responsible for the balance of the premium cost, if any.

Coverage Level	Maximum City Contribution
Opt-out	\$225.00
Employee Only	\$345.00
Employee + One	\$690.00
Employee Plus Family	\$975.00

- G. Effective January 1, 2025, the City shall contribute the following amounts bi-weekly (based on 24 pay periods) toward the combined total premium for health, dental and vision insurance plans; the employee is responsible for the balance of the premium cost, if any.

Coverage Level	Maximum City Contribution
Opt-out	\$225.00
Employee Only	\$359.00
Employee + One	\$718.00
Employee Plus Family	\$1014.00

H. Effective January 1, 2026, the City shall contribute the following amounts bi-weekly (based on 24 pay periods) toward the combined total premium for health, dental and vision insurance plans; the employee is responsible for the balance of the premium cost, if any.

Coverage Level	Maximum City Contribution
Opt-out	\$225.00
Employee Only	\$374.00
Employee + One	\$747.00
Employee Plus Family	\$1,055.00

I. Effective January 1, 2027, the City shall contribute the following amounts bi-weekly (based on 24 pay periods) toward the combined total premium for health, dental and vision insurance plans; the employee is responsible for the balance of the premium cost, if any.

Coverage Level	Maximum City Contribution
Opt-out	\$225.00
Employee Only	\$389.00
Employee + One	\$777.00
Employee Plus Family	\$1,097.00

J. The City's contribution for employees with family coverage or employee plus one 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.

K. For employees enrolled in the City-sponsored High Deductible Health Plan, the City shall deposit any balance of the applicable above contribution not needed to pay for the employee's combined premiums, into the employee's Health Savings Account.

L. For employees who Opt Out of health coverage, amounts not used for dental and vision premium will be paid as taxable income.

M. 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.

N. Except as otherwise required by law or this MOU, employees on leave without pay in excess of forty (40) hours in a pay period shall not receive an opt out payment or 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 opt out or health, dental and vision insurance benefits reinstated on the first day of the pay period following the employee's return to work.

- O. The CITY shall continue an IRS Section 125 program for pre-tax deductions for the employee share of health, dental and vision insurance premiums, for dependent care costs and for unreimbursed medical expenses.
- P. 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.
- Q. The CITY's health plan is January through December with open enrollment occurring during the month October and/or November.

ARTICLE 32. RETIREE HEALTH INSURANCE

- A. RHS Program: In conjunction with the changes to retiree medical plans for all employees hired on or before December 31, 2010 in subsection (B) below, the CITY shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Retiree Health Savings (HSA) account. The CITY shall contribute as defined in B(1) below and monthly for full time employees as follows:
 - 1. Effective January 1, 2019, the City shall deposit \$50 bi-weekly (based on 24 pay periods) into an employee's RHS account. For a full-time employee, this equates to a maximum of \$1,200 per year after the initial eligibility period is met. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated amount per month.
 - 2. Effective January 1, 2024, the City shall deposit \$55 bi-weekly (based on 24 pay periods) into an employee's RHS account. For a full-time employee, this equates to a maximum of \$1,320 per year after the initial eligibility period is met. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated amount per month.
 - 3. Effective January 1, 2025, the City shall deposit \$60 bi-weekly (based on 24 pay periods) into an employee's RHS account. For a full-time employee, this equates to a maximum of \$1,440 per year after the initial eligibility period is met. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated amount per month.
 - 4. Effective January 1, 2026, the City shall deposit \$65 bi-weekly (based on 24 pay periods) into an employee's RHS account. For a full-time employee, this equates to a maximum of \$1,560 per year after the initial eligibility period is met. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated amount per month.
 - 5. Effective January 1, 2027, the City shall deposit \$70 bi-weekly (based on 24 pay periods) into an employee's RHS account. For a full-time employee, this equates to a maximum of \$1,680 per year after the initial eligibility period is met. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated amount per month.

B. Retiree Medical Program

1) Eligible employees hired on or before December 31, 2010 who retire from the City after January 31, 2015:

- a) The City will no longer offer retiree medical plans through City’s group plans effective December 31, 2015; however, retirees may elect on a one-time basis at retirement the option to purchase and maintain City’s dental and vision plans at retiree’s cost.
- b) Employees who retire after five (5) continuous years of service in good standing may, on a one-time basis, have ninety (90%) percent of their unused grandfathered sick leave converted to the City sponsored defined contribution retiree medical benefit plan at the rate of eight (8) hours equals one month of contribution to purchase medical insurance.
- c) Funding/Eligibility of Retiree Medical Program/Sick Leave Conversion
- d) For each eight hours converted to the retiree medical program, the recipient shall be provided a monthly contribution under one of the following schedules:

Non-Medicare Retiree and Number of Dependents	Non-Medicare Eligible Recipient Contribution
Retiree Only	\$500
Retiree plus one Dependent	\$1,000
Retiree plus two or more	\$1,000

Medicare Retiree and Number of Dependents	Medicare Eligible Recipient Contribution
Retiree Only	\$250
Retiree plus one Dependent	\$500
Retiree plus two or more	\$500

Combined contributions for Retirees
 One Non-Medicare plus one Medicare coverage equals \$750

Retiree only contribution for eligible recipients is allowable regardless of where the retiree acquires authorized and legitimate medical insurance coverage (i.e. through State Exchange, through individual insurance company, through a current employer, or through spouse employer).

Retiree shall not be eligible to receive a contribution for dependent, spouse, or registered domestic partner under the Retiree + 1 or Retiree + Family levels if retiree’s dependent, spouse, or registered domestic partner has medical insurance coverage through their current employer, is covered under Retiree’s current employer, or if Retiree does not purchase individual insurance for dependent.

Upon retirement only, the City shall transfer contributions based on eligibility above into the City's sponsored Retiree Health Savings Account (RHS) for the individual. Employees will not be eligible for these contributions should they separate from City service prior to retirement. Contributions to eligible retirees will be made as follows:

Upon Retirement – initial contributions will be made for the months following loss of coverage with City through either December 31st or June 30th, whichever date is earlier. Contributions will be deposited no later than 30 days after retirement date.

Ongoing Contribution – a semi-annual years' worth of contributions will be made on a semi-annual basis no later than Jan 31st (for months January – June) and July 31st (for months July - December) until exhaustion of sick leave conversion.

To receive the semi-annual contribution, the retiree must provide the City with proof and cost of coverage by December 15th each year to receive a contribution for the following calendar year. Failure to provide proof of coverage will result in the retiree losing a City contribution for that calendar year, however, if the retiree provides proof of coverage before June 15th, the retiree will be eligible for the July contribution. Loss of contribution will not result in a reduction to the number of months the retiree is eligible to receive contributions in the future.

If retiree has a status change during any calendar year that would change the monthly contribution, such as a marriage, divorce, death, birth, spouse or dependent loss of coverage, the City will reconcile the new amount the retiree is eligible for with the following semi-annual contribution. The change in status is presumed effective the 1st of the month following the month when the retiree provided notice to the City of the change in status. For example, if the retiree's status changes from retiree only to retiree +1 on November 15, the City will provide an additional \$500 along with the total semi-annual contribution for the following calendar year to compensate the retiree for the change in status for the month of December in the previous calendar year. If the retiree's change in status results in monies owed to the City, the City will recoup the amount owed by deducting it from the following semi-annual contribution. However, in the event of a death of the retiree receiving a contribution for the retiree only level during the calendar year in which the contribution was already received, any remaining months of contribution will be deleted for subsequent calendar years, but the City will not endeavor to seek payments already made for the months following the retiree's death.

In the event of the death of retiree participating in the contribution program, surviving qualified spouse will be eligible to receive a contribution for the following calendar year if the retiree would have been eligible to receive a contribution. If eligible, the contribution will be consistent with the eligibility criteria set forth in subparagraph ii(c)(3)(a) above and continue until the exhaustion of the deceased retiree's sick leave bank, upon the death of the surviving spouse, upon the spouse and/or dependents coverage for other insurance through an employer, or upon voluntarily election to not continue with the contribution program.

2.) Eligible Employees hired on or after January 1, 2011:

- a. For employees hired on or after January 1, 2011, the CITY shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee

in the form of a deposit into a Health Savings account (HSA), as described below:

1. **Eligibility:** Regular full-time employees and employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions are eligible to receive a CITY RHS contribution, if they have completed two (2) full years of continuous City regular service. If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
2. **City Contribution:**
 - a. **Initial Contribution:** On the first pay period following completion of two (2) full years of continuous City service, regular full-time employees shall receive a lump sum equal to 24 months of City contributions deposited into an RHS account established in their name. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated lump sum contribution based on their hours worked.
 - b. **Regular City Contribution:** After the initial contribution (defined above) is made, the CITY shall contribute for each eligible full-time employee monthly as follows:
 1. **Effective January 1, 2019, the City shall deposit \$50 bi-weekly (based on 24 pay periods) into an employee's RHS account.** For a full-time employee, this equates to a maximum of \$1,200 per year after the initial eligibility period is met. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated amount per month.
 2. **Effective January 1, 2024, the City shall deposit \$55 bi-weekly (based on 24 pay periods) into an employee's RHS account.** For a full-time employee, this equates to a maximum of \$1,320 per year after the initial eligibility period is met. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated amount per month.
 3. **Effective January 1, 2025, the City shall deposit \$60 bi-weekly (based on 24 pay periods) into an employee's RHS account.** For a full-time employee, this equates to a maximum of \$1,440 per year after the initial eligibility period is met. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated amount per month.

4. Effective January 1, 2026, the City shall deposit \$65 bi-weekly (based on 24 pay periods) into an employee's RHS account. For a full-time employee, this equates to a maximum of \$1,560 per year after the initial eligibility period is met. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated amount per month.
 5. Effective January 1, 2027, the City shall deposit \$70 bi-weekly (based on 24 pay periods) into an employee's RHS account. For a full-time employee, this equates to a maximum of \$1,680 per year after the initial eligibility period is met. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated amount per month
 - c. Employees hired on or after January 1, 2011 and subject to this defined contribution plan shall not be eligible for any sick leave conversion towards retiree medical premium of any sort. The City's contribution under this section represents the entire contribution towards employee retiree medical.
3. Access to Account Balance:
 - a. Participants may access the balance in their RHS account upon termination of employment and attainment of age 50 or retirement from CalPERS Retirement System, whichever is earlier.
 - b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
 - c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan subject to the limitations and maximums as stipulated by law, however, federal regulations at this time does not permit the inclusion of expenses for domestic partners.
4. Survivors of Eligible Retirees with Account Balances:
 - a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree subject to the limitations and maximums as stipulated by law.
 - b. Domestic partners are not permitted access to the account balances of the participant at this time by virtue of restrictions in the federal regulations that govern these types of accounts.

5. Forfeiture of Account Balance:

- a. If an active employee dies prior to retirement, the amount of account balance is available to eligible spouses and dependents to reimburse them for medical expenses permitted under the applicable section of the Internal Revenue code.
- b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance.

6. This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

ARTICLE 33. EMPLOYEE ASSISTANCE PLAN

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

ARTICLE 34. LONG TERM DISABILITY INSURANCE

The CITY shall provide, at CITY expense, all employees with long term disability (LTD) insurance. The purpose is to provide employees with an LTD benefit while the employee is totally disabled equal to sixty-six and two-thirds percent (66 2/3%) of the first twelve thousand dollars (\$12,000) per month in earnings, reduced by any income received from other sources. The plan provides for a one hundred and eighty (180) day waiting period. The LTD program will include the Managed Disability contract. Essentially, this contract provides that LTD benefit dollars will be offset by any workers' compensation income, mandates rehabilitation and changes the definition of disability to a loss of at least of twenty percent (20%) of income.

ARTICLE 35. LIFE INSURANCE

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

ARTICLE 36. RETIREMENT

- A. The CITY shall contract with the Public Employees' Retirement System to provide for the following retirement benefits (all references to Sections are from the Government Code):

For employees hired prior to January 17, 2012, the pension benefit shall be:

1. 2% @ 55 Full Formula as provided in Section 21354.
2. Level III of 1959 Survivor Benefits as provided in Section 21573.
3. One-Year Final Compensation as provided in Section 20042.
4. Post-Retirement Survivor Allowance as provided in Sections 21624, 21626 and 21628 if hired on or prior to October 20, 1981. For those hired after October 20, 1981, this benefit does not apply.
5. Benefits Payable to Surviving Spouse as provided in Section 21551 (Mandated Benefit).
6. Surviving Spouse-Remarriage as provided in Section 21635 (Mandated Benefit).
7. Military Service Credit as Public Service as provided in Section 21024.
8. Improved Non-Industrial Disability Allowance as provided in Section 21427.
9. Partial Service Retirement option, as provided in Section 21118. An employee must have City Manager approval to apply for, and participate in, a Partial Service Retirement. Any such approvals are at the sole discretion of the CITY.

For employees hired on or after January 17, 2012, the pension benefit shall be:

1. 2% @ 60 Formula as provided in Section 21353
2. Level III of 1959 Survivor Benefits as provided in Section 21573.
3. Three-Year average compensation as provided in Section 20037
4. Benefits Payable to Surviving Spouse as provided in Section 21551 (Mandated Benefit).
5. Surviving Spouse-Remarriage as provided in Section 21635 (Mandated Benefit).
6. Military Service Credit as Public Service as provided in Section 21024.
7. Improved Non-Industrial Disability Allowance as provided in Section 21427.
8. Partial Service Retirement option, as provided in Section 21118. An employee must have City Manager approval to apply for, and participate in, a Partial Service Retirement. Any such approvals are at the sole discretion of the CITY.

B. Effective July 17, 2012, employees hired prior to January 17, 2012 shall increase their portion of the employee contribution from four-tenths (0.4%) by three and three-tenths percent (3.3%) for a total of three and seven-tenths percent (3.7%) contribution. Effective July 2, 2013, employees hired prior to January 17, 2012 shall pay the entire seven percent (7%) employee contribution. Employees hired on or after January 17, 2012 shall pay the entire seven (7%) percent employee contribution to the Public Employees' Retirement System from the date of hire. 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.

ARTICLE 37. 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 to a 5/2, 9/80, 12/80 or 4/10 work shift.

- (B) Hours Worked for non-exempt eligible employees. An employee 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, will be afforded a full eight (8)-hour rest period before returning to work.

As an example, Employee's regular shift ends at 11:00 p.m., and they are required to work five (5) hours of overtime and get off at 4:00 a.m. The employee's next scheduled shift begins at 6:00 a.m. Therefore, the employee is entitled to eight (8) hours of rest beginning at 4:00 a.m. Since the eight (8) hours extends into the regular shift, the employee is entitled to six (6) hours of paid fatigue time from 6:00 a.m. to 12:00 p.m.

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) Hours Worked for exempt employees. An employee who is required to work more than four (4) hours beyond their regular work shift, within a sixteen (16)-hour time period AND whose regularly scheduled work shift begins less than six (6) hours from the time the excess four hours ends, will be afforded a full eight (8)-hour rest period before returning to work.

As an example, Employee's regular shift ends at 11:00 p.m., and they are required to work five (5) hours additional to regular shift and get off at 4:00 a.m. The employee's next scheduled shift begins at 6:00 a.m. Therefore, the employee is entitled to eight (8) hours of rest beginning at 4:00 a.m. Since the eight (8) hours extends into the regular shift, the employee is entitled to six (6) hours of fatigue time and shall be deemed to be on duty from 6:00 a.m. to 12:00 p.m. and there shall be no loss of salary.

- (D) Rest Period. If the eight (8)-hour rest period discussed in (B) and (C) above extends into the next regularly scheduled work shift, the employee will be absent from the workplace for a period of time totaling eight (8) hours. Any portion of the eight (8)-hour rest period that extends into the regularly scheduled work shift will be considered time worked.

- (E) Additional Rest Period. If, following the eight (8)-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 will not be recorded as an "unscheduled" leave.

ARTICLE 38: DECLARED EMERGENCY PAY

In the event that the City receives reimbursement for a declared emergency and employees are scheduled to work outside of their regular duty hours or functions, the City will provide a daily stipend to employees in this bargaining unit for working during such emergencies. The daily stipend will only be applicable when declared emergency event provides for the City to be reimbursed for such stipend.

ARTICLE 39: LEAVE BANK PURCHASE OPTION

1. Effective July 1, 2023 through June 30, 2027, employees may elect a leave bank purchase option of 48 hours.
2. The City shall create for each eligible member an additional leave bank of 48 hours annually, during the pay period that contains July 1st. All members must exhaust the purchased leave bank no later than the pay period preceding the pay period that contains July 1st in the following year.
3. Two (2) hours of pay will be deducted over 24 pay periods beginning the pay period that contains July 1st and ending after the 24th pay period following, during each year of the term of the MOU.
4. Exempt employees shall record leave bank purchase option hours on their timesheets only at the time the leave bank purchase option hours are actually taken as time off. Exempt employees shall not work more than forty (40) hours during any workweek within which they take leave bank purchase option hours.
5. The City will continue to report each employee's full base pay rate to CalPERS. Fifty percent of employees' deductions are to be sent to CalPERS in the form of a discretionary UAL payment, the remaining 50% will be sent to the Section 115 Pension Trust. Record of the direct deposit to the UAL shall be provided with the other reports provided to MCMA on a per pay period basis.

ARTICLE 40. 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 41. LAYOFF AND DEMOTION PROCEDURES

- A. When it becomes necessary through lack of work, lack of funds, or for other reasons to reduce the number of employees, the CITY shall prepare a lay-off list by classification within a department. Within each job class, employees shall be laid off in the following order:

temporary, provisional, probationary, regular. The order of layoff shall then be based on the CITY's needs, with particular regard for length of service within the CITY.

- B. Whenever there is a reduction in work force, the CITY shall first transfer the affected employee to a vacancy in the same classification, if any, in the employee's department. Employees with the least continuous service shall be transferred first.
- C. If there are no vacant positions in the same class available, the CITY shall allow the affected employee to bump from a higher to a lower classification within the employee's department, within the same classification the employee previously held or in the same classification series, provided the employee has more length of continuous service as defined in paragraph D, below. There shall be no lateral bumping within the same salary range or bumping to a higher classification. When there is more than one possible lower classification or classification series previously held by the employee for bumping consideration, the Department Director shall determine the appropriate classification based on the needs of the CITY. All persons laid off shall have their names placed on the classification reinstatement eligible list for a period of two (2) years. Departments will be encouraged to consider employees on a reinstatement list for vacancies, City-wide, for their specific classification.
- D. 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 with the CITY.
- E. An employee scheduled for demotion or layoff shall be given a minimum of fourteen (14) calendar days' notice in writing. The notice shall state the effective date and time of demotion or layoff.
- F. Names shall be placed on classification reinstatement eligible lists in the 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. Eligible individuals not responding to written notification of an opening within fourteen (14) calendar days shall have their names removed from the list.
- G. 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.

- H. 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.
- I. Employees laid off shall be paid for all accrued vacation, holidays and overtime. Accrued sick leave shall either be paid as provided for by the applicable rules, or may remain on the books in the event of reinstatement. If reinstatement does not occur within two (2) years, sick leave shall be paid in accordance with the applicable rules at the employee's hourly base rate at the time of layoff.
- J. The employee may elect to either withdraw their share of the retirement contribution or leave the money in the retirement system.
- K. Layoffs and demotions shall not violate the Non-Discrimination Article of this MOU.

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

ARTICLE 42. GRIEVANCE PROCEDURE

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

Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. If an employee and/or their representative fails to respond within ninety (90) days of notification of any step in the grievance process, the grievance will be dismissed.

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

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

- E. Jurisdiction: The Director of Human Resources shall have the sole authority within the CITY to provide the official CITY interpretation or application to any and all provisions of this MOU. The Director of Human Resources, or designee, may represent the department during any step of this procedure. Unit employees may use this procedure, regardless of membership in any employee organization. The decision to use this procedure and any step thereof is solely that of the employee. In using this procedure, however, any employee may choose to be represented by another, including the representative of an employee organization.
- F. Use of City Time: Reasonable City time, subject to the discretion of the Department Director, may be used in the preparation of a written or oral grievance. City time may be used for the procedure set forth below.
- G. Steps in the Grievance Procedure: No complaint shall be considered a grievance unless it is presented within twenty (20) calendar days after the employee is aware or should have been aware of the conditions precipitating the grievance. Under normal circumstances, no grievance will be processed if the events in the grievance are based on events ninety (90) calendar days or more old as of the written submission.

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

Second Step: If a mutually acceptable solution has not been reached at the First Step, the grievant shall submit the grievance in writing to the supervisor of the employee's immediate supervisor, who may be the Department Director. If the Department Director is the immediate supervisor or the reviewing supervisor at either the First Step or Second Step, the grievance must meet the requirements of the First and Second Steps,

but shall be considered to be at the Third Step. The written grievance shall provide a detailed statement of the grievance, including dates, names and places, applicable MOU or MOU Article(s) or personnel practices, and the specific remedy requested. Within ten (10) calendar days the reviewing supervisor shall meet with the grievant and within ten (10) calendar days thereafter render a decision. If the grievant is not satisfied with the decision, the grievant may submit the grievance to the next step not later than ten (10) calendar days thereafter.

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

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

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

If a hearing is requested, the CITY shall request a list of five (5) hearing officers from the State Mediation and Conciliation Service. The CITY and MCMA shall alternately strike names from the list until only one name remains and the remaining name shall be that of the hearing officer. The cost of the hearing shall be shared equally by both parties. At the conclusion of the hearing, the hearing officer shall make recommendations to the City Manager. The decision of the City Manager shall be rendered within twenty (20) calendar days of receipt of the hearing officer's recommendations, or within twenty (20) calendar days of receipt of the grievance if no hearing before a hearing officer was requested. The decision of the City Manager shall be final and binding on all parties.

ARTICLE 43. DISCIPLINARY ACTIONS

A. The following shall constitute cause for disciplinary action. Disciplinary action will be proportionate to the offense and, except as set forth below, shall follow the progressive discipline procedures described below:

1. Violation of the City Charter.
2. Violation of the Modesto Municipal Code.
3. Violation of the Personnel Rules or Personnel Administrative orders, excluding Personnel Administrative Order No. 13.8-03-2.
4. Fraud in securing employment.
5. Incompetency.
6. Inefficiency.
7. Failure to meet job performance expectations, including but not limited to maintaining all required licenses and certifications
8. Inexcusable neglect of duty.
9. Insubordination.
10. Dishonesty.
11. Theft.
12. Being under the influence of alcohol or controlled substances while on duty.
13. Inexcusable absence without leave, except as described in Personnel Administrative Order No. 13.8-03.1.
14. 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.
15. Discourteous treatment of the public or other employees, including, but not limited to violations of the Anti-Bullying Policy
16. Misuse of City property and resources.
17. Violation of any established departmental rule, regulation, policy and/or manual.
18. 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.
19. Unlawful discrimination and harassment as provided under federal, state and local law.
20. Substantial or credible threats of violence against any person including, but not limited to intimidation, harassment, and/or coercion made in the course of employment; or any action that is a violation of the CITY's Workplace Violence Policy.

B. The CITY shall have the right to demote an employee whose ability to perform required duties falls below an acceptable standard or for disciplinary purposes. Upon request of an employee, and approval by the CITY as provided for in ARTICLE 6. (PERFORMANCE EVALUATION), demotion may be made to a vacant position as a substitution for lay-off as provided for in ARTICLE 39. (LAYOFF AND DEMOTION PROCEDURES UPON REDUCTION IN FORCE). Demotion for the purposes of lay-off shall not be subject to appeal.

- C. The CITY shall have the right to suspend an employee without pay at any time for cause. Suspension without pay shall not exceed ninety (90) calendar days in any fiscal year and shall be issued and served in accordance with the Fair Labor Standards Act.
- D. The CITY shall have the right to dismiss an employee at any time. A regular employee in the classified service shall be entitled to receive a written statement of the reasons for dismissal.
- E. The CITY shall have the right to place an employee on disciplinary probation. Disciplinary probation returns a non-probationary employee to probationary status. Employees placed on disciplinary probation may be dismissed without just cause or right of appeal from such dismissal. Disciplinary probation may only be imposed by delivery of written notice to the employee, pursuant to the Modesto Municipal Code, stating that the employee has been placed on disciplinary probation and stating the reasons for such action.
- F. Employees may request an association or MCMA representative if the employee believes an investigatory interview could result in discipline as defined in subsection A.

ARTICLE 44. DISCIPLINARY APPEALS

- A. Employees shall have the right to appeal any dismissal, suspension, disciplinary probation or demotion for disciplinary reasons. Said right of appeal shall not apply to reclassifications, lay-offs, demotions as a substitute for layoffs, changes in status for medical reasons, changes in status due to the employee's loss of a required license or certificate, step reductions or denial of a step increase, or any other actions taken for non-disciplinary reasons. For changes in status for medical reasons, and for step reductions, appeal shall be provided for through the process in ARTICLE 40. (GRIEVANCE PROCEDURE).
- B. An appeal must be filed in writing with the Director of Human Resources within thirty (30) days following written notice to the employee of the discipline.
- C. Upon filing of an appeal, the CITY shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The CITY and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. As an alternative, the parties may jointly stipulate to the use of any person as a Hearing Officer, whether identified on the list or not.
- D. The Hearing Officer shall proceed in any manner which will, in the Hearing Officer's judgment, develop all the facts bearing upon the matter, and no informality on the Officer's part shall constitute just cause for criticism of findings and decisions. Upon completion of the hearing, the Hearing Officer shall furnish certified copies of findings and decisions to the persons concerned. The decision of the Hearing Officer shall be final and binding.
- E. The person selected as the Hearing Officer shall set a date for the start of the hearing after consultation with the parties. Failure of the employee to appear at a hearing (except for good cause) shall be deemed withdrawal of the appeal and the discipline being appealed shall stand and be final.

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

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

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

ARTICLE 45. TIME BANK

- A. Each employee covered by this MOU shall contribute up to one (1) hour of vacation time to create a pool of two hundred and fifty (250) hours to be used for MCMA business (other than meet and confer and meet and consult items, and routine administrative functions dealing with the CITY). At the beginning of each calendar year, the CITY shall deduct an equal amount of hours or portions thereof of vacation time from each employee covered by this MOU to bring the total remaining pool hours to the two hundred and fifty (250) hour maximum.
- B. At the request of MCMA, the CITY shall deduct one additional time yearly, an equal amount of hours or portions thereof of vacation time from each employee covered by this MOU to bring the total remaining pool hours to the two hundred fifty (250) hour maximum, whenever the pool balance reaches fifty (50) hours or less.
- C. Use of the time bank shall be accounted for and processed by the Finance Department using a specifically designated payroll code. Association members utilizing the time bank shall be responsible for reporting the time used on their payroll record. It is the responsibility of the employee using the time bank to obtain approval from the MCMA President or Vice-President.

ARTICLE 46. CREDIT ASSOCIATION DEDUCTIONS

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

ARTICLE 47. COMMUTER BUS PASSES

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

ARTICLE 48. EMPLOYEE PARKING

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

ARTICLE 49. NON-DISCRIMINATION

- A. The CITY and MCMA agree that the provisions of this MOU shall be applied without favor or discrimination based on race, color, ancestry, religion or creed, sex, national origin, marital status, age, physical or mental disability or perceived disability, medical condition, pregnancy-related condition, sexual orientation, gender identity, gender expression or political affiliation, or on any other basis prohibited by applicable federal and State law. They agree to recognize, respect and support the CITY's commitment to nondiscrimination in employment as set forth in the CITY's Policy Against Harassment and Discrimination.

MCMA agrees to encourage its members to assist in the implementation of that program.

- B. MCMA agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining unit without regard to race, color, ancestry, religion or creed, sex, national origin, marital status, age, physical or mental disability or perceived disability, medical condition, pregnancy-related condition, sexual orientation, gender identity, gender expression or political affiliation, job classification or employment status.
- C. Because the Americans With Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this MOU may require modification in order for the CITY to avoid discrimination under the Act.
- D. The MCMA recognizes that the CITY has the legal obligation to meet with the individual applicant/employee to be accommodated before any adjustment is made in working conditions. The MCMA will be allowed to meet and consult with the CITY concerning the proposed accommodations prior to implementation by the CITY.
- E. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

ARTICLE 50. JOB ACTIONS

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

ARTICLE 51. SEVERABILITY

- A. If any provision of this MOU is declared by legislative action or by a court of competent jurisdiction to be contrary to law, then said provision shall be deemed severable from all other provisions and shall in no way affect the validity of the other provisions.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the CITY and MCMA with respect to wages, hours and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters is hereby superseded and terminated in its entirety. The parties voluntarily waive the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement, except that the parties, by mutual agreement, may meet and confer and agree to amend any matter in this Agreement, including compensation; provided,

however, that the CITY may make changes to the personnel rules consistent with rights MCMA has to meet with the CITY prior to implementation of such changes.

- C. If the CITY should absorb another entity which results in employees of the other entity being covered by this MOU the CITY and MCMA shall expeditiously meet and confer regarding the effect of such action on wages, hours and other terms and conditions of employment of such new employees.
- D. All pertinent ordinances and resolutions shall be revised to conform with this MOU. All other ordinances, resolutions, rules and regulations, practices and policies shall continue in force and effect during the term of this MOU unless modified according to the provisions of this MOU.

ARTICLE 52. PROVISIONS OF LAW

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

ARTICLE 53. APPROVAL

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

CITY OF MODESTO

**MODESTO CONFIDENTIAL AND
MANAGEMENT ASSOCIATION**

DocuSigned by:
Joseph P. Lopez 2/7/2024
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Joe Lopez Date
City Manager

DocuSigned by:
Christina Alger 2/1/2024
E78E77EAC338478...

Christina Alger Date
Director of Human Resources

DocuSigned by:
Jesse Lad 2/5/2024
14A12C2B9B874F0...

Jesse Lad Date
Chief Negotiator

DocuSigned by:
Calogero Maniscalco 1/30/2024
1140FF1835114C0...

Calogero Maniscalco Date
MCMA President

66DDB822C8C4449
Leslie Vaughn 1/30/2024
DocuSigned By: Leslie Vaughn

Leslie Vaughn Date
MCMA Vice President

DocuSigned by:
Kim Gillingham 2/1/2024
FAA699E914847F...

Kim Gillingham Date
MCMA Business Representative

EXHIBIT 1: CLASSIFICATIONS AND SALARY RANGES EFFECTIVE JUNE 20, 2023

Range	Title	FLSA Status
411	Account Clerk I (Confidential)	Non-Exempt
415	Account Clerk II (Confidential)	Non-Exempt
421	Account Technician I (Confidential)	Non-Exempt
425	Account Technician II (Confidential)	Non-Exempt
447	Accounting Manager	Exempt
430	Administrative Analyst I	Non-Exempt
434	Administrative Analyst II	Exempt
411	Administrative Office Assistant II (Confidential)	Non-Exempt
442	Administrative Services Officer	Exempt
423	Administrative Services Technician I (Confidential)	Non-Exempt
427	Administrative Services Technician II (Confidential)	Non-Exempt
446	Airport Manager	Exempt
430	Animal Control Supervisor	Exempt
450	Assistant Chief Building Official	Exempt
431	Assistant City Clerk	Non-Exempt
455	Assistant City Engineer	Exempt
437	Assistant Engineer	Non-Exempt
430	Assistant Planner	Non-Exempt
434	Assistant Surveyor	Non-Exempt
435	Assistant Transportation Planner	Exempt
444	Associate Civil/Traffic Engineer	Exempt
441	Associate Engineer	Exempt
441	Associate Land Surveyor	Exempt
441	Associate Landscape Architect/Senior Architect	Exempt
435	Associate Planner	Exempt
439	Associate Transportation Planner	Exempt
441	Auditor I	Exempt
442	Auditor II	Exempt
445	Building Inspection Supervisor	Exempt
445	Building Safety Program Coordinator	Exempt
438	Business Analyst	Exempt
424	Buyer	Non-Exempt
430	Central Stores Supervisor	Exempt
443	Centre Plaza Manager	Exempt
455	Chief Building Official	Exempt
461	City Engineer	Exempt
445	Communications and Media Relations Officer	Exempt
453	Community Development Manager	Exempt

Range	Title	FLSA Status
435	Compost Facility Supervisor	Exempt
443	Construction Inspection Supervisor	Exempt
438	Cultural Services Program Manager	Exempt
423	Custodian Supervisor	Exempt
437	Customer Services Supervisor	Exempt
422	Deputy City Clerk	Non-Exempt
446	Deputy Fire Marshal	Exempt
452	Economic Development Manager	Exempt
440	Economic Development Marketing Specialist	Exempt
440	Electrical Supervisor	Exempt
439	Electrical Supervisor – Utilities	Exempt
437	Emergency Medical Services Coordinator	Exempt
429	Employee Benefits Technician	Non-Exempt
460	Engineering Division Manager	Exempt
440	Environmental Services Supervisor	Exempt
446	Environmental Regulatory Compliance Manager	Exempt
433	Events Coordinator	Non-Exempt
423	Executive Assistant	Non-Exempt
446	Facilities Manager	Exempt
429	Financial Analyst I	Non-Exempt
433	Financial Analyst II	Non-Exempt
437	Financial Analyst III	Exempt
449	Fleet Manager	Exempt
449	Forestry Manager	Exempt
422	Homeless Management Information Systems (HMIS) Technician	Non-Exempt
426	Homeless Management Information System (HMIS) Program Coordinator	Non-Exempt
441	Housing and Urban Development Supervisor	Exempt
436	Housing Rehabilitation Supervisor	Exempt
427	Human Resources Technician II	Non-Exempt
431	Human Resources Analyst I	Non-Exempt
435	Human Resources Analyst II	Exempt
415	Human Resources Assistant	Non-Exempt
423	Human Resources Technician I	Non-Exempt
415	ICMA Management Fellow	Non-Exempt
452	Information Technology Manager	Exempt
441	Infrastructure Financing Program Supervisor	Exempt
449	Integrated Waste Program Manager	Exempt
440	Integrated Waste Specialist	Exempt
444	IT Security Officer	Exempt

Range	Title	FLSA Status
433	Junior Engineer	Non-Exempt
442	Laboratory Supervisor	Exempt
421	Legal Secretary II	Non-Exempt
426	Legal Secretary II	Non-Exempt
438	Management Analyst	Exempt
433	Neighborhood Preservation Supervisor	Exempt
427	Office Supervisor	Exempt
452	Operations Manager	Exempt
439	Operations Supervisor	Exempt
439	Organizational Development Coordinator	Exempt
432	Parking Adjudication Program Coordinator	Exempt
432	Parking Services Supervisor	Exempt
451	Parks Planning and Development Manager	Exempt
453	Parks Recreation & Neighborhoods Operations Manager	Exempt
452	Planning Manager	Exempt
444	Plant Maintenance Superintendent	Exempt
439	Plant Maintenance Supervisor	Exempt
442	Police Civilian Manager	Exempt
434	Police Civilian Supervisor	Exempt
431	Police Range and Training Center Coordinator	Exempt
418	Police Support Specialist II (Confidential)	Non-Exempt
447	Principal Planner	Exempt
444	Principal Systems Engineer	Exempt
438	Property Agent	Exempt
441	Public Safety Business Services Analyst	Exempt
445	Public Safety Communications Manager	Exempt
445	Public Safety Information Officer	Non-Exempt
444	Purchasing Manager	Exempt
448	Recreation and Neighborhoods Services Manager	Exempt
444	Recreation Program Manager	Exempt
434	Recreation Supervisor	Exempt
435	Recycling Program Coordinator	Exempt
444	Revenue Collections and Compliance Manager	Exempt
429	Risk Analyst I	Non-Exempt
433	Risk Analyst II	Exempt
442	Safety Officer	Exempt
427	Safety Specialist	Non-Exempt
419	Senior Administrative Office Assistant (Confidential)	Non-Exempt
442	Senior Business Analyst	Exempt

Range	Title	FLSA Status
430	Senior Buyer	Exempt
450	Senior Civil Engineer	Exempt
439	Senior Community Development Program Specialist	Exempt
437	Senior Crime and Intelligence Analyst	Exempt
437	Senior Events Coordinator	Non-Exempt
441	Senior Financial Analyst	Exempt
439	Senior Human Resources Analyst	Exempt
419	Senior Human Resources Assistant	Non-Exempt
446	Senior Land Surveyor	Exempt
445	Senior Landscape Architect/Senior Architect	Exempt
430	Senior Legal Secretary	Non-Exempt
440	Senior Planner	Exempt
453	Senior Public Works Manager	Exempt
440	Senior Software Analyst	Exempt
440	Senior Systems Engineer	Exempt
431	Senior Systems Technician	Non-Exempt
443	Senior Transportation Planner	Exempt
432	Senior Workers' Compensation Claims Examiner	Exempt
431	Software Analyst I	Exempt
436	Software Analyst II	Exempt
435	Solid Waste Enforcement Supervisor	Exempt
449	Streets Manager	Exempt
432	Systems Engineer I	Exempt
4636	Systems Engineer II	Exempt
423	Systems Technician I	Exempt
427	Systems Technician II	Non-Exempt
428	Technology Solutions Analyst I	Non-Exempt
432	Technology Solutions Analyst II	Exempt
453	Traffic Engineer	Exempt
447	Traffic Operations Engineer	Exempt
437	Transit Analyst	Exempt
448	Transit Manager	Exempt
441	Utilities Plant Operations Supervisor	Exempt
441	Utilities Services Supervisor	Exempt
429	Utility Dispatch Supervisor	Exempt
450	Wastewater Collections Systems Manager	Exempt
452	Wastewater Division Manager	Exempt
452	Water Division Manager	Exempt
450	Water Quality Control Plant Manager	Exempt

Range	Title	FLSA Status
446	Water Quality Control Superintendent – Chief Plant Operator	Exempt
433	Water Resources Analyst	Exempt
444	Water Superintendent	Exempt
437	Weed and Seed Program Coordinator	Exempt
420	Workers Compensation Claims Assistant	Non-Exempt
423	Workers' Compensation Claims Examiner I	Non-Exempt
428	Workers' Compensation Claims Examiner II	Exempt

EXHIBIT 2: CLASSIFICATIONS AND SALARY RANGES EFFECTIVE JUNE 18, 2024

Range	Title	FLSA Status
412	Account Clerk I (Confidential)	Non-Exempt
416	Account Clerk II (Confidential)	Non-Exempt
422	Account Technician I (Confidential)	Non-Exempt
426	Account Technician II (Confidential)	Non-Exempt
447	Accounting Manager	Exempt
430	Administrative Analyst I	Non-Exempt
434	Administrative Analyst II	Exempt
411	Administrative Office Assistant II (Confidential)	Non-Exempt
442	Administrative Services Officer	Exempt
423	Administrative Services Technician I (Confidential)	Non-Exempt
427	Administrative Services Technician II (Confidential)	Non-Exempt
446	Airport Manager	Exempt
431	Animal Control Supervisor	Exempt
450	Assistant Chief Building Official	Exempt
431	Assistant City Clerk	Non-Exempt
455	Assistant City Engineer	Exempt
438	Assistant Engineer	Non-Exempt
431	Assistant Planner	Non-Exempt
435	Assistant Surveyor	Non-Exempt
435	Assistant Transportation Planner	Exempt
445	Associate Civil/Traffic Engineer	Exempt
442	Associate Engineer	Exempt
442	Associate Land Surveyor	Exempt
441	Associate Landscape Architect/Senior Architect	Exempt
436	Associate Planner	Exempt
439	Associate Transportation Planner	Exempt
441	Auditor I	Exempt
442	Auditor II	Exempt
445	Building Inspection Supervisor	Exempt
445	Building Safety Program Coordinator	Exempt
438	Business Analyst	Exempt
424	Buyer	Non-Exempt
430	Central Stores Supervisor	Exempt
443	Centre Plaza Manager	Exempt
456	Chief Building Official	Exempt
462	City Engineer	Exempt
445	Communications and Media Relations Officer	Exempt
455	Community Development Manager	Exempt

Range	Title	FLSA Status
435	Compost Facility Supervisor	Exempt
443	Construction Inspection Supervisor	Exempt
438	Cultural Services Program Manager	Exempt
423	Custodian Supervisor	Exempt
437	Customer Services Supervisor	Exempt
422	Deputy City Clerk	Non-Exempt
446	Deputy Fire Marshal	Exempt
454	Economic Development Manager	Exempt
440	Economic Development Marketing Specialist	Exempt
442	Electrical Supervisor	Exempt
439	Electrical Supervisor – Utilities	Exempt
437	Emergency Medical Services Coordinator	Exempt
429	Employee Benefits Technician	Non-Exempt
461	Engineering Division Manager	Exempt
440	Environmental Services Supervisor	Exempt
446	Environmental Regulatory Compliance Manager	Exempt
433	Events Coordinator	Non-Exempt
423	Executive Assistant	Non-Exempt
446	Facilities Manager	Exempt
429	Financial Analyst I	Non-Exempt
433	Financial Analyst II	Non-Exempt
437	Financial Analyst III	Exempt
449	Fleet Manager	Exempt
449	Forestry Manager	Exempt
422	Homeless Management Information Systems (HMIS) Technician	Non-Exempt
426	Homeless Management Information System (HMIS) Program Coordinator	Non-Exempt
441	Housing and Urban Development Supervisor	Exempt
436	Housing Rehabilitation Supervisor	Exempt
427	Human Resources Technician II	Non-Exempt
431	Human Resources Analyst I	Non-Exempt
435	Human Resources Analyst II	Exempt
415	Human Resources Assistant	Non-Exempt
423	Human Resources Technician I	Non-Exempt
415	ICMA Management Fellow	Non-Exempt
453	Information Technology Manager	Exempt
441	Infrastructure Financing Program Supervisor	Exempt
449	Integrated Waste Program Manager	Exempt
440	Integrated Waste Specialist	Exempt
445	IT Security Officer	Exempt

Range	Title	FLSA Status
434	Junior Engineer	Non-Exempt
442	Laboratory Supervisor	Exempt
421	Legal Secretary II	Non-Exempt
426	Legal Secretary II	Non-Exempt
438	Management Analyst	Exempt
433	Neighborhood Preservation Supervisor	Exempt
427	Office Supervisor	Exempt
452	Operations Manager	Exempt
439	Operations Supervisor	Exempt
439	Organizational Development Coordinator	Exempt
433	Parking Adjudication Program Coordinator	Exempt
433	Parking Services Supervisor	Exempt
451	Parks Planning and Development Manager	Exempt
453	Parks Recreation & Neighborhoods Operations Manager	Exempt
453	Planning Manager	Exempt
444	Plant Maintenance Superintendent	Exempt
439	Plant Maintenance Supervisor	Exempt
442	Police Civilian Manager	Exempt
434	Police Civilian Supervisor	Exempt
431	Police Range and Training Center Coordinator	Exempt
419	Police Support Specialist II (Confidential)	Non-Exempt
449	Principal Planner	Exempt
445	Principal Systems Engineer	Exempt
438	Property Agent	Exempt
441	Public Safety Business Services Analyst	Exempt
445	Public Safety Communications Manager	Exempt
445	Public Safety Information Officer	Non-Exempt
444	Purchasing Manager	Exempt
448	Recreation and Neighborhoods Services Manager	Exempt
444	Recreation Program Manager	Exempt
434	Recreation Supervisor	Exempt
435	Recycling Program Coordinator	Exempt
444	Revenue Collections and Compliance Manager	Exempt
429	Risk Analyst I	Non-Exempt
433	Risk Analyst II	Exempt
442	Safety Officer	Exempt
427	Safety Specialist	Non-Exempt
419	Senior Administrative Office Assistant (Confidential)	Non-Exempt
442	Senior Business Analyst	Exempt

Range	Title	FLSA Status
430	Senior Buyer	Exempt
452	Senior Civil Engineer	Exempt
439	Senior Community Development Program Specialist	Exempt
438	Senior Crime and Intelligence Analyst	Exempt
437	Senior Events Coordinator	Non-Exempt
441	Senior Financial Analyst	Exempt
439	Senior Human Resources Analyst	Exempt
419	Senior Human Resources Assistant	Non-Exempt
447	Senior Land Surveyor	Exempt
445	Senior Landscape Architect/Senior Architect	Exempt
430	Senior Legal Secretary	Non-Exempt
441	Senior Planner	Exempt
453	Senior Public Works Manager	Exempt
441	Senior Software Analyst	Exempt
441	Senior Systems Engineer	Exempt
433	Senior Systems Technician	Non-Exempt
443	Senior Transportation Planner	Exempt
432	Senior Workers' Compensation Claims Examiner	Exempt
433	Software Analyst I	Exempt
437	Software Analyst II	Exempt
435	Solid Waste Enforcement Supervisor	Exempt
449	Streets Manager	Exempt
433	Systems Engineer I	Exempt
437	Systems Engineer II	Exempt
425	Systems Technician I	Exempt
427	Systems Technician II	Non-Exempt
430	Technology Solutions Analyst I	Non-Exempt
434	Technology Solutions Analyst II	Exempt
454	Traffic Engineer	Exempt
447	Traffic Operations Engineer	Exempt
437	Transit Analyst	Exempt
448	Transit Manager	Exempt
441	Utilities Plant Operations Supervisor	Exempt
441	Utilities Services Supervisor	Exempt
429	Utility Dispatch Supervisor	Exempt
450	Wastewater Collections Systems Manager	Exempt
452	Wastewater Division Manager	Exempt
452	Water Division Manager	Exempt
450	Water Quality Control Plant Manager	Exempt

Range	Title	FLSA Status
446	Water Quality Control Superintendent – Chief Plant Operator	Exempt
433	Water Resources Analyst	Exempt
444	Water Superintendent	Exempt
437	Weed and Seed Program Coordinator	Exempt
420	Workers Compensation Claims Assistant	Non-Exempt
423	Workers' Compensation Claims Examiner I	Non-Exempt
428	Workers' Compensation Claims Examiner II	Exempt

EXHIBIT 3: HOURLY SALARY SCHEDULE EFFECTIVE JUNE 20, 2023

CITY OF MODESTO
 SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 23/24
 EFFECTIVE: JUNE 20, 2023

Hourly

Range Number	Step A	Step B	Step C	Step D	Step E
0403	17.29	18.16	19.07	20.02	21.02
0404	17.73	18.61	19.54	20.52	21.55
0405	18.17	19.08	20.03	21.03	22.09
0406	18.62	19.56	20.53	21.56	22.64
0407	19.09	20.04	21.05	22.10	23.20
0408	19.57	20.55	21.57	22.65	23.78
0409	20.06	21.06	22.11	23.22	24.38
0410	20.56	21.58	22.66	23.80	24.99
0411	21.07	22.12	23.23	24.39	25.61
0412	21.60	22.68	23.81	25.00	26.25
0413	22.14	23.24	24.41	25.63	26.91
0414	22.69	23.83	25.02	26.27	27.58
0415	23.26	24.42	25.64	26.92	28.27
0416	23.84	25.03	26.28	27.60	28.98
0417	24.44	25.66	26.94	28.29	29.70
0418	25.05	26.30	27.61	28.99	30.44
0419	25.67	26.96	28.30	29.72	31.20
0420	26.31	27.63	29.01	30.46	31.98
0421	26.97	28.32	29.74	31.22	32.78

Hourly

Range Number	Step A	Step B	Step C	Step D	Step E
0422	27.65	29.03	30.48	32.00	33.60
0423	28.34	29.75	31.24	32.80	34.44
0424	29.04	30.50	32.02	33.62	35.30
0425	29.77	31.26	32.82	34.46	36.19
0426	30.52	32.04	33.64	35.32	37.09
0427	31.28	32.84	34.48	36.21	38.02
0428	32.06	33.66	35.35	37.11	38.97
0429	32.86	34.50	36.23	38.04	39.94
0430	33.68	35.37	37.13	38.99	40.94
0431	34.52	36.25	38.06	39.97	41.96
0432	35.39	37.16	39.01	40.96	43.01
0433	36.27	38.09	39.99	41.99	44.09
0434	37.18	39.04	40.99	43.04	45.19
0435	38.11	40.01	42.01	44.11	46.32
0436	39.06	41.01	43.06	45.22	47.48
0437	40.04	42.04	44.14	46.35	48.66
0438	41.04	43.09	45.24	47.51	49.88
0439	42.06	44.17	46.37	48.69	51.13
0440	43.11	45.27	47.53	49.91	52.41
0441	44.19	46.40	48.72	51.16	53.72

Hourly

Range Number	Step A	Step B	Step C	Step D	Step E
0442	45.30	47.56	49.94	52.44	55.06
0443	46.43	48.75	51.19	53.75	56.43
0444	47.59	49.97	52.47	55.09	57.85
0445	48.78	51.22	53.78	56.47	59.29
0446	50.00	52.50	55.12	57.88	60.77
0447	51.25	53.81	56.50	59.33	62.29
0448	52.53	55.16	57.91	60.81	63.85
0449	53.84	56.54	59.36	62.33	65.45
0450	55.19	57.95	60.85	63.89	67.08
0451	56.57	59.40	62.37	65.48	68.76
0452	57.98	60.88	63.93	67.12	70.48
0453	59.43	62.40	65.52	68.80	72.24
0454	60.92	63.96	67.16	70.52	74.05
0455	62.44	65.56	68.84	72.28	75.90
0456	64.00	67.20	70.56	74.09	77.79
0457	65.60	68.88	72.33	75.94	79.74
0458	67.24	70.60	74.13	77.84	81.73
0459	68.92	72.37	75.99	79.79	83.78
0460	70.65	74.18	77.89	81.78	85.87
0461	72.41	76.03	79.83	83.82	88.02
0462	74.22	77.93	81.83	85.92	90.22
0463	76.08	79.88	83.87	88.07	92.47
0464	77.98	81.88	85.97	90.27	94.78
0465	79.93	83.92	88.12	92.53	97.15

EXHIBIT 4: BI-WEEKLY SALARY SCHEDULE EFFECTIVE JUNE 20, 2023

CITY OF MODESTO
 SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 23/24
 EFFECTIVE: JUNE 20, 2023

Bi-Weekly

Range Number	Step A	Step B	Step C	Step D	Step E
0403	1,383.20	1,452.80	1,525.60	1,601.60	1,681.60
0404	1,418.40	1,488.80	1,563.20	1,641.60	1,724.00
0405	1,453.60	1,526.40	1,602.40	1,682.40	1,767.20
0406	1,489.60	1,564.80	1,642.40	1,724.80	1,811.20
0407	1,527.20	1,603.20	1,684.00	1,768.00	1,856.00
0408	1,565.60	1,644.00	1,725.60	1,812.00	1,902.40
0409	1,604.80	1,684.80	1,768.80	1,857.60	1,950.40
0410	1,644.80	1,726.40	1,812.80	1,904.00	1,999.20
0411	1,685.60	1,769.60	1,858.40	1,951.20	2,048.80
0412	1,728.00	1,814.40	1,904.80	2,000.00	2,100.00
0413	1,771.20	1,859.20	1,952.80	2,050.40	2,152.80
0414	1,815.20	1,906.40	2,001.60	2,101.60	2,206.40
0415	1,860.80	1,953.60	2,051.20	2,153.60	2,261.60
0416	1,907.20	2,002.40	2,102.40	2,208.00	2,318.40
0417	1,955.20	2,052.80	2,155.20	2,263.20	2,376.00
0418	2,004.00	2,104.00	2,208.80	2,319.20	2,435.20
0419	2,053.60	2,156.80	2,264.00	2,377.60	2,496.00
0420	2,104.80	2,210.40	2,320.80	2,436.80	2,558.40
0421	2,157.60	2,265.60	2,379.20	2,497.60	2,622.40

Bi-Weekly

Range Number	Step A	Step B	Step C	Step D	Step E
0422	2,212.00	2,322.40	2,438.40	2,560.00	2,688.00
0423	2,267.20	2,380.00	2,499.20	2,624.00	2,755.20
0424	2,323.20	2,440.00	2,561.60	2,689.60	2,824.00
0425	2,381.60	2,500.80	2,625.60	2,756.80	2,895.20
0426	2,441.60	2,563.20	2,691.20	2,825.60	2,967.20
0427	2,502.40	2,627.20	2,758.40	2,896.80	3,041.60
0428	2,564.80	2,692.80	2,828.00	2,968.80	3,117.60
0429	2,628.80	2,760.00	2,898.40	3,043.20	3,195.20
0430	2,694.40	2,829.60	2,970.40	3,119.20	3,275.20
0431	2,761.60	2,900.00	3,044.80	3,197.60	3,356.80
0432	2,831.20	2,972.80	3,120.80	3,276.80	3,440.80
0433	2,901.60	3,047.20	3,199.20	3,359.20	3,527.20
0434	2,974.40	3,123.20	3,279.20	3,443.20	3,615.20
0435	3,048.80	3,200.80	3,360.80	3,528.80	3,705.60
0436	3,124.80	3,280.80	3,444.80	3,617.60	3,798.40
0437	3,203.20	3,363.20	3,531.20	3,708.00	3,892.80
0438	3,283.20	3,447.20	3,619.20	3,800.80	3,990.40
0439	3,364.80	3,533.60	3,709.60	3,895.20	4,090.40
0440	3,448.80	3,621.60	3,802.40	3,992.80	4,192.80
0441	3,535.20	3,712.00	3,897.60	4,092.80	4,297.60

Bi-Weekly

Range Number	Step A	Step B	Step C	Step D	Step E
0442	3,624.00	3,804.80	3,995.20	4,195.20	4,404.80
0443	3,714.40	3,900.00	4,095.20	4,300.00	4,514.40
0444	3,807.20	3,997.60	4,197.60	4,407.20	4,628.00
0445	3,902.40	4,097.60	4,302.40	4,517.60	4,743.20
0446	4,000.00	4,200.00	4,409.60	4,630.40	4,861.60
0447	4,100.00	4,304.80	4,520.00	4,746.40	4,983.20
0448	4,202.40	4,412.80	4,632.80	4,864.80	5,108.00
0449	4,307.20	4,523.20	4,748.80	4,986.40	5,236.00
0450	4,415.20	4,636.00	4,868.00	5,111.20	5,366.40
0451	4,525.60	4,752.00	4,989.60	5,238.40	5,500.80
0452	4,638.40	4,870.40	5,114.40	5,369.60	5,638.40
0453	4,754.40	4,992.00	5,241.60	5,504.00	5,779.20
0454	4,873.60	5,116.80	5,372.80	5,641.60	5,924.00
0455	4,995.20	5,244.80	5,507.20	5,782.40	6,072.00
0456	5,120.00	5,376.00	5,644.80	5,927.20	6,223.20
0457	5,248.00	5,510.40	5,786.40	6,075.20	6,379.20
0458	5,379.20	5,648.00	5,930.40	6,227.20	6,538.40
0459	5,513.60	5,789.60	6,079.20	6,383.20	6,702.40
0460	5,652.00	5,934.40	6,231.20	6,542.40	6,869.60
0461	5,792.80	6,082.40	6,386.40	6,705.60	7,041.60
0462	5,937.60	6,234.40	6,546.40	6,873.60	7,217.60
0463	6,086.40	6,390.40	6,709.60	7,045.60	7,397.60
0464	6,238.40	6,550.40	6,877.60	7,221.60	7,582.40
0465	6,394.40	6,713.60	7,049.60	7,402.40	7,772.00

EXHIBIT 5: MONTHLY SALARY SCHEDULE EFFECTIVE JUNE 20, 2023

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 23/24
EFFECTIVE: JUNE 20, 2023

Monthly

Range Number	Step A	Step B	Step C	Step D	Step E
0403	2,996.94	3,147.74	3,305.47	3,470.14	3,643.47
0404	3,073.20	3,225.74	3,386.94	3,556.80	3,735.34
0405	3,149.47	3,307.20	3,471.87	3,645.20	3,828.94
0406	3,227.47	3,390.40	3,558.54	3,737.07	3,924.27
0407	3,308.94	3,473.60	3,648.67	3,830.67	4,021.34
0408	3,392.14	3,562.00	3,738.80	3,926.00	4,121.87
0409	3,477.07	3,650.40	3,832.40	4,024.80	4,225.87
0410	3,563.74	3,740.54	3,927.74	4,125.34	4,331.60
0411	3,652.14	3,834.14	4,026.54	4,227.60	4,439.07
0412	3,744.00	3,931.20	4,127.07	4,333.34	4,550.00
0413	3,837.60	4,028.27	4,231.07	4,442.54	4,664.40
0414	3,932.94	4,130.54	4,336.80	4,553.47	4,780.54
0415	4,031.74	4,232.80	4,444.27	4,666.14	4,900.14
0416	4,132.27	4,338.54	4,555.20	4,784.00	5,023.20
0417	4,236.27	4,447.74	4,669.60	4,903.60	5,148.00
0418	4,342.00	4,558.67	4,785.74	5,024.94	5,276.27
0419	4,449.47	4,673.07	4,905.34	5,151.47	5,408.00
0420	4,560.40	4,789.20	5,028.40	5,279.74	5,543.20
0421	4,674.80	4,908.80	5,154.94	5,411.47	5,681.87

Monthly

Range Number	Step A	Step B	Step C	Step D	Step E
0422	4,792.67	5,031.87	5,283.20	5,546.67	5,824.00
0423	4,912.27	5,156.67	5,414.94	5,685.34	5,969.60
0424	5,033.60	5,286.67	5,550.14	5,827.47	6,118.67
0425	5,160.14	5,418.40	5,688.80	5,973.07	6,272.94
0426	5,290.14	5,553.60	5,830.94	6,122.14	6,428.94
0427	5,421.87	5,692.27	5,976.54	6,276.40	6,590.14
0428	5,557.07	5,834.40	6,127.34	6,432.40	6,754.80
0429	5,695.74	5,980.00	6,279.87	6,593.60	6,922.94
0430	5,837.87	6,130.80	6,435.87	6,758.27	7,096.27
0431	5,983.47	6,283.34	6,597.07	6,928.14	7,273.07
0432	6,134.27	6,441.07	6,761.74	7,099.74	7,455.07
0433	6,286.80	6,602.27	6,931.60	7,278.27	7,642.27
0434	6,444.54	6,766.94	7,104.94	7,460.27	7,832.94
0435	6,605.74	6,935.07	7,281.74	7,645.74	8,028.80
0436	6,770.40	7,108.40	7,463.74	7,838.14	8,229.87
0437	6,940.27	7,286.94	7,650.94	8,034.00	8,434.40
0438	7,113.60	7,468.94	7,841.60	8,235.07	8,645.87
0439	7,290.40	7,656.14	8,037.47	8,439.60	8,862.54
0440	7,472.40	7,846.80	8,238.54	8,651.07	9,084.40
0441	7,659.60	8,042.67	8,444.80	8,867.74	9,311.47

Monthly

Range Number	Step A	Step B	Step C	Step D	Step E
0442	7,852.00	8,243.74	8,656.27	9,089.60	9,543.74
0443	8,047.87	8,450.00	8,872.94	9,316.67	9,781.20
0444	8,248.94	8,661.47	9,094.80	9,548.94	10,027.34
0445	8,455.20	8,878.14	9,321.87	9,788.14	10,276.94
0446	8,666.67	9,100.00	9,554.14	10,032.54	10,533.47
0447	8,883.34	9,327.07	9,793.34	10,283.87	10,796.94
0448	9,105.20	9,561.07	10,037.74	10,540.40	11,067.34
0449	9,332.27	9,800.27	10,289.07	10,803.87	11,344.67
0450	9,566.27	10,044.67	10,547.34	11,074.27	11,627.20
0451	9,805.47	10,296.00	10,810.80	11,349.87	11,918.40
0452	10,049.87	10,552.54	11,081.20	11,634.14	12,216.54
0453	10,301.20	10,816.00	11,356.80	11,925.34	12,521.60
0454	10,559.47	11,086.40	11,641.07	12,223.47	12,835.34
0455	10,822.94	11,363.74	11,932.27	12,528.54	13,156.00
0456	11,093.34	11,648.00	12,230.40	12,842.27	13,483.60
0457	11,370.67	11,939.20	12,537.20	13,162.94	13,821.60
0458	11,654.94	12,237.34	12,849.20	13,492.27	14,166.54
0459	11,946.14	12,544.14	13,171.60	13,830.27	14,521.87
0460	12,246.00	12,857.87	13,500.94	14,175.20	14,884.14
0461	12,551.07	13,178.54	13,837.20	14,528.80	15,256.80
0462	12,864.80	13,507.87	14,183.87	14,892.80	15,638.14
0463	13,187.20	13,845.87	14,537.47	15,265.47	16,028.14
0464	13,516.54	14,192.54	14,901.47	15,646.80	16,428.54
0465	13,854.54	14,546.14	15,274.14	16,038.54	16,839.34

EXHIBIT 6: HOURLY SALARY SCHEDULE EFFECTIVE JUNE 18, 2024

CITY OF MODESTO
 SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 24/25
 EFFECTIVE: JUNE 18, 2024

Hourly

Range Number	Step A	Step B	Step C	Step D	Step E
0403	17.81	18.71	19.64	20.62	21.65
0404	18.26	19.17	20.13	21.14	22.19
0405	18.72	19.65	20.63	21.67	22.75
0406	19.18	20.14	21.15	22.21	23.32
0407	19.66	20.65	21.68	22.76	23.90
0408	20.16	21.16	22.22	23.33	24.50
0409	20.66	21.69	22.78	23.91	25.11
0410	21.18	22.23	23.35	24.51	25.74
0411	21.70	22.79	23.93	25.13	26.38
0412	22.25	23.36	24.53	25.75	27.04
0413	22.80	23.94	25.14	26.40	27.72
0414	23.37	24.54	25.77	27.06	28.41
0415	23.96	25.16	26.41	27.73	29.12
0416	24.56	25.78	27.07	28.43	29.85
0417	25.17	26.43	27.75	29.14	30.59
0418	25.80	27.09	28.44	29.86	31.36
0419	26.44	27.77	29.15	30.61	32.14
0420	27.11	28.46	29.88	31.38	32.95
0421	27.78	29.17	30.63	32.16	33.77

Hourly

Range Number	Step A	Step B	Step C	Step D	Step E
0422	28.48	29.90	31.40	32.96	34.61
0423	29.19	30.65	32.18	33.79	35.48
0424	29.92	31.41	32.98	34.63	36.36
0425	30.67	32.20	33.81	35.50	37.27
0426	31.43	33.00	34.65	36.39	38.21
0427	32.22	33.83	35.52	37.30	39.16
0428	33.02	34.67	36.41	38.23	40.14
0429	33.85	35.54	37.32	39.18	41.14
0430	34.70	36.43	38.25	40.16	42.17
0431	35.56	37.34	39.21	41.17	43.23
0432	36.45	38.27	40.19	42.20	44.31
0433	37.36	39.23	41.19	43.25	45.41
0434	38.30	40.21	42.22	44.33	46.55
0435	39.25	41.22	43.28	45.44	47.71
0436	40.24	42.25	44.36	46.58	48.90
0437	41.24	43.30	45.47	47.74	50.13
0438	42.27	44.39	46.60	48.93	51.38
0439	43.33	45.49	47.77	50.16	52.66
0440	44.41	46.63	48.96	51.41	53.98
0441	45.52	47.80	50.19	52.70	55.33

Hourly

Range Number	Step A	Step B	Step C	Step D	Step E
0442	46.66	48.99	51.44	54.01	56.71
0443	47.83	50.22	52.73	55.36	58.13
0444	49.02	51.47	54.05	56.75	59.58
0445	50.25	52.76	55.40	58.17	61.07
0446	51.50	54.08	56.78	59.62	62.60
0447	52.79	55.43	58.20	61.11	64.17
0448	54.11	56.82	59.66	62.64	65.77
0449	55.46	58.24	61.15	64.20	67.41
0450	56.85	59.69	62.68	65.81	69.10
0451	58.27	61.18	64.24	67.45	70.83
0452	59.73	62.71	65.85	69.14	72.60
0453	61.22	64.28	67.49	70.87	74.41
0454	62.75	65.89	69.18	72.64	76.27
0455	64.32	67.53	70.91	74.46	78.18
0456	65.93	69.22	72.68	76.32	80.13
0457	67.57	70.95	74.50	78.23	82.14
0458	69.26	72.73	76.36	80.18	84.19
0459	71.00	74.55	78.27	82.19	86.29
0460	72.77	76.41	80.23	84.24	88.45
0461	74.59	78.32	82.23	86.35	90.66
0462	76.45	80.28	84.29	88.50	92.93
0463	78.37	82.28	86.40	90.72	95.25
0464	80.32	84.34	88.56	92.98	97.63
0465	82.33	86.45	90.77	95.31	100.07

EXHIBIT 7: BI-WEEKLY SALARY SCHEDULE EFFECTIVE JUNE 18, 2024

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 24/25
EFFECTIVE: JUNE 18, 2024

Bi-Weekly

Range Number	Step A	Step B	Step C	Step D	Step E
0403	1,424.80	1,496.80	1,571.20	1,649.60	1,732.00
0404	1,460.80	1,533.60	1,610.40	1,691.20	1,775.20
0405	1,497.60	1,572.00	1,650.40	1,733.60	1,820.00
0406	1,534.40	1,611.20	1,692.00	1,776.80	1,865.60
0407	1,572.80	1,652.00	1,734.40	1,820.80	1,912.00
0408	1,612.80	1,692.80	1,777.60	1,866.40	1,960.00
0409	1,652.80	1,735.20	1,822.40	1,912.80	2,008.80
0410	1,694.40	1,778.40	1,868.00	1,960.80	2,059.20
0411	1,736.00	1,823.20	1,914.40	2,010.40	2,110.40
0412	1,780.00	1,868.80	1,962.40	2,060.00	2,163.20
0413	1,824.00	1,915.20	2,011.20	2,112.00	2,217.60
0414	1,869.60	1,963.20	2,061.60	2,164.80	2,272.80
0415	1,916.80	2,012.80	2,112.80	2,218.40	2,329.60
0416	1,964.80	2,062.40	2,165.60	2,274.40	2,388.00
0417	2,013.60	2,114.40	2,220.00	2,331.20	2,447.20
0418	2,064.00	2,167.20	2,275.20	2,388.80	2,508.80
0419	2,115.20	2,221.60	2,332.00	2,448.80	2,571.20
0420	2,168.80	2,276.80	2,390.40	2,510.40	2,636.00
0421	2,222.40	2,333.60	2,450.40	2,572.80	2,701.60

Bi-Weekly

Range Number	Step A	Step B	Step C	Step D	Step E
0422	2,278.40	2,392.00	2,512.00	2,636.80	2,768.80
0423	2,335.20	2,452.00	2,574.40	2,703.20	2,838.40
0424	2,393.60	2,512.80	2,638.40	2,770.40	2,908.80
0425	2,453.60	2,576.00	2,704.80	2,840.00	2,981.60
0426	2,514.40	2,640.00	2,772.00	2,911.20	3,056.80
0427	2,577.60	2,706.40	2,841.60	2,984.00	3,132.80
0428	2,641.60	2,773.60	2,912.80	3,058.40	3,211.20
0429	2,708.00	2,843.20	2,985.60	3,134.40	3,291.20
0430	2,776.00	2,914.40	3,060.00	3,212.80	3,373.60
0431	2,844.80	2,987.20	3,136.80	3,293.60	3,458.40
0432	2,916.00	3,061.60	3,215.20	3,376.00	3,544.80
0433	2,988.80	3,138.40	3,295.20	3,460.00	3,632.80
0434	3,064.00	3,216.80	3,377.60	3,546.40	3,724.00
0435	3,140.00	3,297.60	3,462.40	3,635.20	3,816.80
0436	3,219.20	3,380.00	3,548.80	3,726.40	3,912.00
0437	3,299.20	3,464.00	3,637.60	3,819.20	4,010.40
0438	3,381.60	3,551.20	3,728.00	3,914.40	4,110.40
0439	3,466.40	3,639.20	3,821.60	4,012.80	4,212.80
0440	3,552.80	3,730.40	3,916.80	4,112.80	4,318.40
0441	3,641.60	3,824.00	4,015.20	4,216.00	4,426.40

Bi-Weekly

Range Number	Step A	Step B	Step C	Step D	Step E
0442	3,732.80	3,919.20	4,115.20	4,320.80	4,536.80
0443	3,826.40	4,017.60	4,218.40	4,428.80	4,650.40
0444	3,921.60	4,117.60	4,324.00	4,540.00	4,766.40
0445	4,020.00	4,220.80	4,432.00	4,653.60	4,885.60
0446	4,120.00	4,326.40	4,542.40	4,769.60	5,008.00
0447	4,223.20	4,434.40	4,656.00	4,888.80	5,133.60
0448	4,328.80	4,545.60	4,772.80	5,011.20	5,261.60
0449	4,436.80	4,659.20	4,892.00	5,136.00	5,392.80
0450	4,548.00	4,775.20	5,014.40	5,264.80	5,528.00
0451	4,661.60	4,894.40	5,139.20	5,396.00	5,666.40
0452	4,778.40	5,016.80	5,268.00	5,531.20	5,808.00
0453	4,897.60	5,142.40	5,399.20	5,669.60	5,952.80
0454	5,020.00	5,271.20	5,534.40	5,811.20	6,101.60
0455	5,145.60	5,402.40	5,672.80	5,956.80	6,254.40
0456	5,274.40	5,537.60	5,814.40	6,105.60	6,410.40
0457	5,405.60	5,676.00	5,960.00	6,258.40	6,571.20
0458	5,540.80	5,818.40	6,108.80	6,414.40	6,735.20
0459	5,680.00	5,964.00	6,261.60	6,575.20	6,903.20
0460	5,821.60	6,112.80	6,418.40	6,739.20	7,076.00
0461	5,967.20	6,265.60	6,578.40	6,908.00	7,252.80
0462	6,116.00	6,422.40	6,743.20	7,080.00	7,434.40
0463	6,269.60	6,582.40	6,912.00	7,257.60	7,620.00
0464	6,425.60	6,747.20	7,084.80	7,438.40	7,810.40
0465	6,586.40	6,916.00	7,261.60	7,624.80	8,005.60

EXHIBIT 8: MONTHLY SALARY SCHEDULE EFFECTIVE JUNE 18, 2024

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 24/25
EFFECTIVE: JUNE 18, 2024

Monthly

Range Number	Step A	Step B	Step C	Step D	Step E
0403	3,087.07	3,243.07	3,404.27	3,574.14	3,752.67
0404	3,165.07	3,322.80	3,489.20	3,664.27	3,846.27
0405	3,244.80	3,406.00	3,575.87	3,756.14	3,943.34
0406	3,324.54	3,490.94	3,666.00	3,849.74	4,042.14
0407	3,407.74	3,579.34	3,757.87	3,945.07	4,142.67
0408	3,494.40	3,667.74	3,851.47	4,043.87	4,246.67
0409	3,581.07	3,759.60	3,948.54	4,144.40	4,352.40
0410	3,671.20	3,853.20	4,047.34	4,248.40	4,461.60
0411	3,761.34	3,950.27	4,147.87	4,355.87	4,572.54
0412	3,856.67	4,049.07	4,251.87	4,463.34	4,686.94
0413	3,952.00	4,149.60	4,357.60	4,576.00	4,804.80
0414	4,050.80	4,253.60	4,466.80	4,690.40	4,924.40
0415	4,153.07	4,361.07	4,577.74	4,806.54	5,047.47
0416	4,257.07	4,468.54	4,692.14	4,927.87	5,174.00
0417	4,362.80	4,581.20	4,810.00	5,050.94	5,302.27
0418	4,472.00	4,695.60	4,929.60	5,175.74	5,435.74
0419	4,582.94	4,813.47	5,052.67	5,305.74	5,570.94
0420	4,699.07	4,933.07	5,179.20	5,439.20	5,711.34
0421	4,815.20	5,056.14	5,309.20	5,574.40	5,853.47

Monthly

Range Number	Step A	Step B	Step C	Step D	Step E
0422	4,936.54	5,182.67	5,442.67	5,713.07	5,999.07
0423	5,059.60	5,312.67	5,577.87	5,856.94	6,149.87
0424	5,186.14	5,444.40	5,716.54	6,002.54	6,302.40
0425	5,316.14	5,581.34	5,860.40	6,153.34	6,460.14
0426	5,447.87	5,720.00	6,006.00	6,307.60	6,623.07
0427	5,584.80	5,863.87	6,156.80	6,465.34	6,787.74
0428	5,723.47	6,009.47	6,311.07	6,626.54	6,957.60
0429	5,867.34	6,160.27	6,468.80	6,791.20	7,130.94
0430	6,014.67	6,314.54	6,630.00	6,961.07	7,309.47
0431	6,163.74	6,472.27	6,796.40	7,136.14	7,493.20
0432	6,318.00	6,633.47	6,966.27	7,314.67	7,680.40
0433	6,475.74	6,799.87	7,139.60	7,496.67	7,871.07
0434	6,638.67	6,969.74	7,318.14	7,683.87	8,068.67
0435	6,803.34	7,144.80	7,501.87	7,876.27	8,269.74
0436	6,974.94	7,323.34	7,689.07	8,073.87	8,476.00
0437	7,148.27	7,505.34	7,881.47	8,274.94	8,689.20
0438	7,326.80	7,694.27	8,077.34	8,481.20	8,905.87
0439	7,510.54	7,884.94	8,280.14	8,694.40	9,127.74
0440	7,697.74	8,082.54	8,486.40	8,911.07	9,356.54
0441	7,890.14	8,285.34	8,699.60	9,134.67	9,590.54

Monthly

Range Number	Step A	Step B	Step C	Step D	Step E
0442	8,087.74	8,491.60	8,916.27	9,361.74	9,829.74
0443	8,290.54	8,704.80	9,139.87	9,595.74	10,075.87
0444	8,496.80	8,921.47	9,368.67	9,836.67	10,327.20
0445	8,710.00	9,145.07	9,602.67	10,082.80	10,585.47
0446	8,926.67	9,373.87	9,841.87	10,334.14	10,850.67
0447	9,150.27	9,607.87	10,088.00	10,592.40	11,122.80
0448	9,379.07	9,848.80	10,341.07	10,857.60	11,400.14
0449	9,613.07	10,094.94	10,599.34	11,128.00	11,684.40
0450	9,854.00	10,346.27	10,864.54	11,407.07	11,977.34
0451	10,100.14	10,604.54	11,134.94	11,691.34	12,277.20
0452	10,353.20	10,869.74	11,414.00	11,984.27	12,584.00
0453	10,611.47	11,141.87	11,698.27	12,284.14	12,897.74
0454	10,876.67	11,420.94	11,991.20	12,590.94	13,220.14
0455	11,148.80	11,705.20	12,291.07	12,906.40	13,551.20
0456	11,427.87	11,998.14	12,597.87	13,228.80	13,889.20
0457	11,712.14	12,298.00	12,913.34	13,559.87	14,237.60
0458	12,005.07	12,606.54	13,235.74	13,897.87	14,592.94
0459	12,306.67	12,922.00	13,566.80	14,246.27	14,956.94
0460	12,613.47	13,244.40	13,906.54	14,601.60	15,331.34
0461	12,928.94	13,575.47	14,253.20	14,967.34	15,714.40
0462	13,251.34	13,915.20	14,610.27	15,340.00	16,107.87
0463	13,584.14	14,261.87	14,976.00	15,724.80	16,510.00
0464	13,922.14	14,618.94	15,350.40	16,116.54	16,922.54
0465	14,270.54	14,984.67	15,733.47	16,520.40	17,345.47

EXHIBIT 9: HOURLY SALARY SCHEDULE EFFECTIVE JULY 1, 2025

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 25/26
EFFECTIVE: JULY 1, 2025

Hourly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0403	18.35	19.27	20.24	21.25	22.31	23.42
0404	18.81	19.75	20.74	21.78	22.87	24.01
0405	19.28	20.25	21.26	22.32	23.44	24.61
0406	19.77	20.75	21.79	22.88	24.02	25.23
0407	20.26	21.27	22.34	23.45	24.63	25.86
0408	20.77	21.80	22.89	24.04	25.24	26.50
0409	21.29	22.35	23.47	24.64	25.87	27.16
0410	21.82	22.91	24.05	25.26	26.52	27.84
0411	22.36	23.48	24.65	25.89	27.18	28.54
0412	22.92	24.07	25.27	26.53	27.86	29.25
0413	23.49	24.67	25.90	27.20	28.56	29.98
0414	24.08	25.29	26.55	27.88	29.27	30.73
0415	24.68	25.92	27.21	28.57	30.00	31.50
0416	25.30	26.57	27.89	29.29	30.75	32.29
0417	25.93	27.23	28.59	30.02	31.52	33.10
0418	26.58	27.91	29.31	30.77	32.31	33.92
0419	27.25	28.61	30.04	31.54	33.12	34.77
0420	27.93	29.32	30.79	32.33	33.94	35.64
0421	28.62	30.06	31.56	33.14	34.79	36.53

Hourly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0422	29.34	30.81	32.35	33.96	35.66	37.45
0423	30.07	31.58	33.16	34.81	36.55	38.38
0424	30.83	32.37	33.98	35.68	37.47	39.34
0425	31.60	33.18	34.83	36.58	38.40	40.32
0426	32.39	34.00	35.70	37.49	39.36	41.33
0427	33.20	34.85	36.60	38.43	40.35	42.36
0428	34.02	35.73	37.51	39.39	41.36	43.42
0429	34.88	36.62	38.45	40.37	42.39	44.51
0430	35.75	37.53	39.41	41.38	43.45	45.62
0431	36.64	38.47	40.40	42.42	44.54	46.76
0432	37.56	39.43	41.41	43.48	45.65	47.93
0433	38.50	40.42	42.44	44.56	46.79	49.13
0434	39.46	41.43	43.50	45.68	47.96	50.36
0435	40.44	42.47	44.59	46.82	49.16	51.62
0436	41.45	43.53	45.70	47.99	50.39	52.91
0437	42.49	44.62	46.85	49.19	51.65	54.23
0438	43.55	45.73	48.02	50.42	52.94	55.58
0439	44.64	46.87	49.22	51.68	54.26	56.97
0440	45.76	48.05	50.45	52.97	55.62	58.40
0441	46.90	49.25	51.71	54.29	57.01	59.86

Hourly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0442	48.07	50.48	53.00	55.65	58.43	61.35
0443	49.28	51.74	54.33	57.04	59.89	62.89
0444	50.51	53.03	55.68	58.47	61.39	64.46
0445	51.77	54.36	57.08	59.93	62.93	66.07
0446	53.06	55.72	58.50	61.43	64.50	67.72
0447	54.39	57.11	59.97	62.96	66.11	69.42
0448	55.75	58.54	61.46	64.54	67.76	71.15
0449	57.14	60.00	63.00	66.15	69.46	72.93
0450	58.57	61.50	64.58	67.80	71.19	74.75
0451	60.04	63.04	66.19	69.50	72.97	76.62
0452	61.54	64.61	67.84	71.24	74.80	78.54
0453	63.08	66.23	69.54	73.02	76.67	80.50
0454	64.65	67.89	71.28	74.84	78.58	82.51
0455	66.27	69.58	73.06	76.71	80.55	84.58
0456	67.93	71.32	74.89	78.63	82.56	86.69
0457	69.62	73.10	76.76	80.60	84.63	88.86
0458	71.36	74.93	78.68	82.61	86.74	91.08
0459	73.15	76.81	80.65	84.68	88.91	93.36
0460	74.98	78.73	82.66	86.79	91.13	95.69
0461	76.85	80.69	84.73	88.96	93.41	98.08
0462	78.77	82.71	86.85	91.19	95.75	100.53
0463	80.74	84.78	89.02	93.47	98.14	103.05
0464	82.76	86.90	91.24	95.80	100.59	105.62
0465	84.83	89.07	93.52	98.20	103.11	108.26

EXHIBIT 10: BI-WEEKLY SALARY SCHEDULE EFFECTIVE JULY 1, 2025

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 25/26
EFFECTIVE: JULY 1, 2025

Bi-Weekly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0403	1,468.00	1,541.60	1,619.20	1,700.00	1,784.80	1,873.60
0404	1,504.80	1,580.00	1,659.20	1,742.40	1,829.60	1,920.80
0405	1,542.40	1,620.00	1,700.80	1,785.60	1,875.20	1,968.80
0406	1,581.60	1,660.00	1,743.20	1,830.40	1,921.60	2,018.40
0407	1,620.80	1,701.60	1,787.20	1,876.00	1,970.40	2,068.80
0408	1,661.60	1,744.00	1,831.20	1,923.20	2,019.20	2,120.00
0409	1,703.20	1,788.00	1,877.60	1,971.20	2,069.60	2,172.80
0410	1,745.60	1,832.80	1,924.00	2,020.80	2,121.60	2,227.20
0411	1,788.80	1,878.40	1,972.00	2,071.20	2,174.40	2,283.20
0412	1,833.60	1,925.60	2,021.60	2,122.40	2,228.80	2,340.00
0413	1,879.20	1,973.60	2,072.00	2,176.00	2,284.80	2,398.40
0414	1,926.40	2,023.20	2,124.00	2,230.40	2,341.60	2,458.40
0415	1,974.40	2,073.60	2,176.80	2,285.60	2,400.00	2,520.00
0416	2,024.00	2,125.60	2,231.20	2,343.20	2,460.00	2,583.20
0417	2,074.40	2,178.40	2,287.20	2,401.60	2,521.60	2,648.00
0418	2,126.40	2,232.80	2,344.80	2,461.60	2,584.80	2,713.60
0419	2,180.00	2,288.80	2,403.20	2,523.20	2,649.60	2,781.60
0420	2,234.40	2,345.60	2,463.20	2,586.40	2,715.20	2,851.20
0421	2,289.60	2,404.80	2,524.80	2,651.20	2,783.20	2,922.40

Bi-Weekly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0422	2,347.20	2,464.80	2,588.00	2,716.80	2,852.80	2,996.00
0423	2,405.60	2,526.40	2,652.80	2,784.80	2,924.00	3,070.40
0424	2,466.40	2,589.60	2,718.40	2,854.40	2,997.60	3,147.20
0425	2,528.00	2,654.40	2,786.40	2,926.40	3,072.00	3,225.60
0426	2,591.20	2,720.00	2,856.00	2,999.20	3,148.80	3,306.40
0427	2,656.00	2,788.00	2,928.00	3,074.40	3,228.00	3,388.80
0428	2,721.60	2,858.40	3,000.80	3,151.20	3,308.80	3,473.60
0429	2,790.40	2,929.60	3,076.00	3,229.60	3,391.20	3,560.80
0430	2,860.00	3,002.40	3,152.80	3,310.40	3,476.00	3,649.60
0431	2,931.20	3,077.60	3,232.00	3,393.60	3,563.20	3,740.80
0432	3,004.80	3,154.40	3,312.80	3,478.40	3,652.00	3,834.40
0433	3,080.00	3,233.60	3,395.20	3,564.80	3,743.20	3,930.40
0434	3,156.80	3,314.40	3,480.00	3,654.40	3,836.80	4,028.80
0435	3,235.20	3,397.60	3,567.20	3,745.60	3,932.80	4,129.60
0436	3,316.00	3,482.40	3,656.00	3,839.20	4,031.20	4,232.80
0437	3,399.20	3,569.60	3,748.00	3,935.20	4,132.00	4,338.40
0438	3,484.00	3,658.40	3,841.60	4,033.60	4,235.20	4,446.40
0439	3,571.20	3,749.60	3,937.60	4,134.40	4,340.80	4,557.60
0440	3,660.80	3,844.00	4,036.00	4,237.60	4,449.60	4,672.00
0441	3,752.00	3,940.00	4,136.80	4,343.20	4,560.80	4,788.80

Bi-Weekly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0442	3,845.60	4,038.40	4,240.00	4,452.00	4,674.40	4,908.00
0443	3,942.40	4,139.20	4,346.40	4,563.20	4,791.20	5,031.20
0444	4,040.80	4,242.40	4,454.40	4,677.60	4,911.20	5,156.80
0445	4,141.60	4,348.80	4,566.40	4,794.40	5,034.40	5,285.60
0446	4,244.80	4,457.60	4,680.00	4,914.40	5,160.00	5,417.60
0447	4,351.20	4,568.80	4,797.60	5,036.80	5,288.80	5,553.60
0448	4,460.00	4,683.20	4,916.80	5,163.20	5,420.80	5,692.00
0449	4,571.20	4,800.00	5,040.00	5,292.00	5,556.80	5,834.40
0450	4,685.60	4,920.00	5,166.40	5,424.00	5,695.20	5,980.00
0451	4,803.20	5,043.20	5,295.20	5,560.00	5,837.60	6,129.60
0452	4,923.20	5,168.80	5,427.20	5,699.20	5,984.00	6,283.20
0453	5,046.40	5,298.40	5,563.20	5,841.60	6,133.60	6,440.00
0454	5,172.00	5,431.20	5,702.40	5,987.20	6,286.40	6,600.80
0455	5,301.60	5,566.40	5,844.80	6,136.80	6,444.00	6,766.40
0456	5,434.40	5,705.60	5,991.20	6,290.40	6,604.80	6,935.20
0457	5,569.60	5,848.00	6,140.80	6,448.00	6,770.40	7,108.80
0458	5,708.80	5,994.40	6,294.40	6,608.80	6,939.20	7,286.40
0459	5,852.00	6,144.80	6,452.00	6,774.40	7,112.80	7,468.80
0460	5,998.40	6,298.40	6,612.80	6,943.20	7,290.40	7,655.20
0461	6,148.00	6,455.20	6,778.40	7,116.80	7,472.80	7,846.40
0462	6,301.60	6,616.80	6,948.00	7,295.20	7,660.00	8,042.40
0463	6,459.20	6,782.40	7,121.60	7,477.60	7,851.20	8,244.00
0464	6,620.80	6,952.00	7,299.20	7,664.00	8,047.20	8,449.60
0465	6,786.40	7,125.60	7,481.60	7,856.00	8,248.80	8,660.80

EXHIBIT 11: MONTHLY SALARY SCHEDULE EFFECTIVE JULY 1, 2025

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 25/26
EFFECTIVE: JULY 1, 2025

Monthly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0403	3,180.67	3,340.14	3,508.27	3,683.34	3,867.07	4,059.47
0404	3,260.40	3,423.34	3,594.94	3,775.20	3,964.14	4,161.74
0405	3,341.87	3,510.00	3,685.07	3,868.80	4,062.94	4,265.74
0406	3,426.80	3,596.67	3,776.94	3,965.87	4,163.47	4,373.20
0407	3,511.74	3,686.80	3,872.27	4,064.67	4,269.20	4,482.40
0408	3,600.14	3,778.67	3,967.60	4,166.94	4,374.94	4,593.34
0409	3,690.27	3,874.00	4,068.14	4,270.94	4,484.14	4,707.74
0410	3,782.14	3,971.07	4,168.67	4,378.40	4,596.80	4,825.60
0411	3,875.74	4,069.87	4,272.67	4,487.60	4,711.20	4,946.94
0412	3,972.80	4,172.14	4,380.14	4,598.54	4,829.07	5,070.00
0413	4,071.60	4,276.14	4,489.34	4,714.67	4,950.40	5,196.54
0414	4,173.87	4,383.60	4,602.00	4,832.54	5,073.47	5,326.54
0415	4,277.87	4,492.80	4,716.40	4,952.14	5,200.00	5,460.00
0416	4,385.34	4,605.47	4,834.27	5,076.94	5,330.00	5,596.94
0417	4,494.54	4,719.87	4,955.60	5,203.47	5,463.47	5,737.34
0418	4,607.20	4,837.74	5,080.40	5,333.47	5,600.40	5,879.47
0419	4,723.34	4,959.07	5,206.94	5,466.94	5,740.80	6,026.80
0420	4,841.20	5,082.14	5,336.94	5,603.87	5,882.94	6,177.60
0421	4,960.80	5,210.40	5,470.40	5,744.27	6,030.27	6,331.87

Monthly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0422	5,085.60	5,340.40	5,607.34	5,886.40	6,181.07	6,491.34
0423	5,212.14	5,473.87	5,747.74	6,033.74	6,335.34	6,652.54
0424	5,343.87	5,610.80	5,889.87	6,184.54	6,494.80	6,818.94
0425	5,477.34	5,751.20	6,037.20	6,340.54	6,656.00	6,988.80
0426	5,614.27	5,893.34	6,188.00	6,498.27	6,822.40	7,163.87
0427	5,754.67	6,040.67	6,344.00	6,661.20	6,994.00	7,342.40
0428	5,896.80	6,193.20	6,501.74	6,827.60	7,169.07	7,526.14
0429	6,045.87	6,347.47	6,664.67	6,997.47	7,347.60	7,715.07
0430	6,196.67	6,505.20	6,831.07	7,172.54	7,531.34	7,907.47
0431	6,350.94	6,668.14	7,002.67	7,352.80	7,720.27	8,105.07
0432	6,510.40	6,834.54	7,177.74	7,536.54	7,912.67	8,307.87
0433	6,673.34	7,006.14	7,356.27	7,723.74	8,110.27	8,515.87
0434	6,839.74	7,181.20	7,540.00	7,917.87	8,313.07	8,729.07
0435	7,009.60	7,361.47	7,728.94	8,115.47	8,521.07	8,947.47
0436	7,184.67	7,545.20	7,921.34	8,318.27	8,734.27	9,171.07
0437	7,364.94	7,734.14	8,120.67	8,526.27	8,952.67	9,399.87
0438	7,548.67	7,926.54	8,323.47	8,739.47	9,176.27	9,633.87
0439	7,737.60	8,124.14	8,531.47	8,957.87	9,405.07	9,874.80
0440	7,931.74	8,328.67	8,744.67	9,181.47	9,640.80	10,122.67
0441	8,129.34	8,536.67	8,963.07	9,410.27	9,881.74	10,375.74

Monthly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0442	8,332.14	8,749.87	9,186.67	9,646.00	10,127.87	10,634.00
0443	8,541.87	8,968.27	9,417.20	9,886.94	10,380.94	10,900.94
0444	8,755.07	9,191.87	9,651.20	10,134.80	10,640.94	11,173.07
0445	8,973.47	9,422.40	9,893.87	10,387.87	10,907.87	11,452.14
0446	9,197.07	9,658.14	10,140.00	10,647.87	11,180.00	11,738.14
0447	9,427.60	9,899.07	10,394.80	10,913.07	11,459.07	12,032.80
0448	9,663.34	10,146.94	10,653.07	11,186.94	11,745.07	12,332.67
0449	9,904.27	10,400.00	10,920.00	11,466.00	12,039.74	12,641.20
0450	10,152.14	10,660.00	11,193.87	11,752.00	12,339.60	12,956.67
0451	10,406.94	10,926.94	11,472.94	12,046.67	12,648.14	13,280.80
0452	10,666.94	11,199.07	11,758.94	12,348.27	12,965.34	13,613.60
0453	10,933.87	11,479.87	12,053.60	12,656.80	13,289.47	13,953.34
0454	11,206.00	11,767.60	12,355.20	12,972.27	13,620.54	14,301.74
0455	11,486.80	12,060.54	12,663.74	13,296.40	13,962.00	14,660.54
0456	11,774.54	12,362.14	12,980.94	13,629.20	14,310.40	15,026.27
0457	12,067.47	12,670.67	13,305.07	13,970.67	14,669.20	15,402.40
0458	12,369.07	12,987.87	13,637.87	14,319.07	15,034.94	15,787.20
0459	12,679.34	13,313.74	13,979.34	14,677.87	15,411.07	16,182.40
0460	12,996.54	13,646.54	14,327.74	15,043.60	15,795.87	16,586.27
0461	13,320.67	13,986.27	14,686.54	15,419.74	16,191.07	17,000.54
0462	13,653.47	14,336.40	15,054.00	15,806.27	16,596.67	17,425.20
0463	13,994.94	14,695.20	15,430.14	16,201.47	17,010.94	17,862.00
0464	14,345.07	15,062.67	15,814.94	16,605.34	17,435.60	18,307.47
0465	14,703.87	15,438.80	16,210.14	17,021.34	17,872.40	18,765.07

EXHIBIT 12: HOURLY SALARY SCHEDULE EFFECTIVE JUNE 30, 2026

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 26/27
EFFECTIVE: JUNE 30, 2026

Hourly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0403	18.91	19.86	20.85	21.90	22.99	24.14
0404	19.39	20.36	21.37	22.44	23.56	24.74
0405	19.87	20.87	21.91	23.00	24.15	25.36
0406	20.37	21.39	22.46	23.58	24.76	26.00
0407	20.88	21.92	23.02	24.17	25.38	26.64
0408	21.40	22.47	23.59	24.77	26.01	27.31
0409	21.93	23.03	24.18	25.39	26.66	27.99
0410	22.48	23.61	24.79	26.03	27.33	28.69
0411	23.04	24.20	25.41	26.68	28.01	29.41
0412	23.62	24.80	26.04	27.34	28.71	30.15
0413	24.21	25.42	26.69	28.03	29.43	30.90
0414	24.82	26.06	27.36	28.73	30.16	31.67
0415	25.44	26.71	28.04	29.45	30.92	32.46
0416	26.07	27.38	28.74	30.18	31.69	33.27
0417	26.72	28.06	29.46	30.94	32.48	34.11
0418	27.39	28.76	30.20	31.71	33.29	34.96
0419	28.08	29.48	30.95	32.50	34.13	35.83
0420	28.78	30.22	31.73	33.31	34.98	36.73
0421	29.50	30.97	32.52	34.15	35.85	37.65

Hourly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0422	30.24	31.75	33.33	35.00	36.75	38.59
0423	30.99	32.54	34.17	35.88	37.67	39.55
0424	31.77	33.35	35.02	36.77	38.61	40.54
0425	32.56	34.19	35.90	37.69	39.58	41.55
0426	33.37	35.04	36.79	38.63	40.56	42.59
0427	34.21	35.92	37.71	39.60	41.58	43.66
0428	35.06	36.82	38.66	40.59	42.62	44.75
0429	35.94	37.74	39.62	41.60	43.68	45.87
0430	36.84	38.68	40.61	42.64	44.78	47.01
0431	37.76	39.65	41.63	43.71	45.89	48.19
0432	38.70	40.64	42.67	44.80	47.04	49.39
0433	39.67	41.65	43.74	45.92	48.22	50.63
0434	40.66	42.69	44.83	47.07	49.42	51.89
0435	41.68	43.76	45.95	48.25	50.66	53.19
0436	42.72	44.86	47.10	49.45	51.93	54.52
0437	43.79	45.98	48.28	50.69	53.22	55.88
0438	44.88	47.13	49.48	51.96	54.55	57.28
0439	46.00	48.30	50.72	53.25	55.92	58.71
0440	47.15	49.51	51.99	54.59	57.32	60.18
0441	48.33	50.75	53.29	55.95	58.75	61.69

Hourly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0442	49.54	52.02	54.62	57.35	60.22	63.23
0443	50.78	53.32	55.98	58.78	61.72	64.81
0444	52.05	54.65	57.38	60.25	63.26	66.43
0445	53.35	56.02	58.82	61.76	64.85	68.09
0446	54.68	57.42	60.29	63.30	66.47	69.79
0447	56.05	58.85	61.80	64.88	68.13	71.53
0448	57.45	60.32	63.34	66.51	69.83	73.32
0449	58.89	61.83	64.92	68.17	71.58	75.16
0450	60.36	63.38	66.55	69.87	73.37	77.03
0451	61.87	64.96	68.21	71.62	75.20	78.96
0452	63.42	66.59	69.92	73.41	77.08	80.93
0453	65.00	68.25	71.66	75.25	79.01	82.96
0454	66.63	69.96	73.45	77.13	80.98	85.03
0455	68.29	71.71	75.29	79.05	83.01	87.16
0456	70.00	73.50	77.17	81.03	85.08	89.34
0457	71.75	75.34	79.10	83.06	87.21	91.57
0458	73.54	77.22	81.08	85.13	89.39	93.86
0459	75.38	79.15	83.11	87.26	91.62	96.20
0460	77.26	81.13	85.18	89.44	93.91	98.61
0461	79.20	83.16	87.31	91.68	96.26	101.07
0462	81.18	85.23	89.50	93.97	98.67	103.60
0463	83.21	87.37	91.73	96.32	101.14	106.19
0464	85.29	89.55	94.03	98.73	103.66	108.85
0465	87.42	91.79	96.38	101.20	106.25	111.57

EXHIBIT 13: BI-WEEKLY SALARY SCHEDULE EFFECTIVE JUNE 30, 2026

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 26/27
EFFECTIVE: JUNE 30, 2026

Bi-Weekly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0403	1,512.80	1,588.80	1,668.00	1,752.00	1,839.20	1,931.20
0404	1,551.20	1,628.80	1,709.60	1,795.20	1,884.80	1,979.20
0405	1,589.60	1,669.60	1,752.80	1,840.00	1,932.00	2,028.80
0406	1,629.60	1,711.20	1,796.80	1,886.40	1,980.80	2,080.00
0407	1,670.40	1,753.60	1,841.60	1,933.60	2,030.40	2,131.20
0408	1,712.00	1,797.60	1,887.20	1,981.60	2,080.80	2,184.80
0409	1,754.40	1,842.40	1,934.40	2,031.20	2,132.80	2,239.20
0410	1,798.40	1,888.80	1,983.20	2,082.40	2,186.40	2,295.20
0411	1,843.20	1,936.00	2,032.80	2,134.40	2,240.80	2,352.80
0412	1,889.60	1,984.00	2,083.20	2,187.20	2,296.80	2,412.00
0413	1,936.80	2,033.60	2,135.20	2,242.40	2,354.40	2,472.00
0414	1,985.60	2,084.80	2,188.80	2,298.40	2,412.80	2,533.60
0415	2,035.20	2,136.80	2,243.20	2,356.00	2,473.60	2,596.80
0416	2,085.60	2,190.40	2,299.20	2,414.40	2,535.20	2,661.60
0417	2,137.60	2,244.80	2,356.80	2,475.20	2,598.40	2,728.80
0418	2,191.20	2,300.80	2,416.00	2,536.80	2,663.20	2,796.80
0419	2,246.40	2,358.40	2,476.00	2,600.00	2,730.40	2,866.40
0420	2,302.40	2,417.60	2,538.40	2,664.80	2,798.40	2,938.40
0421	2,360.00	2,477.60	2,601.60	2,732.00	2,868.00	3,012.00

Bi-Weekly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0422	2,419.20	2,540.00	2,666.40	2,800.00	2,940.00	3,087.20
0423	2,479.20	2,603.20	2,733.60	2,870.40	3,013.60	3,164.00
0424	2,541.60	2,668.00	2,801.60	2,941.60	3,088.80	3,243.20
0425	2,604.80	2,735.20	2,872.00	3,015.20	3,166.40	3,324.00
0426	2,669.60	2,803.20	2,943.20	3,090.40	3,244.80	3,407.20
0427	2,736.80	2,873.60	3,016.80	3,168.00	3,326.40	3,492.80
0428	2,804.80	2,945.60	3,092.80	3,247.20	3,409.60	3,580.00
0429	2,875.20	3,019.20	3,169.60	3,328.00	3,494.40	3,669.60
0430	2,947.20	3,094.40	3,248.80	3,411.20	3,582.40	3,760.80
0431	3,020.80	3,172.00	3,330.40	3,496.80	3,671.20	3,855.20
0432	3,096.00	3,251.20	3,413.60	3,584.00	3,763.20	3,951.20
0433	3,173.60	3,332.00	3,499.20	3,673.60	3,857.60	4,050.40
0434	3,252.80	3,415.20	3,586.40	3,765.60	3,953.60	4,151.20
0435	3,334.40	3,500.80	3,676.00	3,860.00	4,052.80	4,255.20
0436	3,417.60	3,588.80	3,768.00	3,956.00	4,154.40	4,361.60
0437	3,503.20	3,678.40	3,862.40	4,055.20	4,257.60	4,470.40
0438	3,590.40	3,770.40	3,958.40	4,156.80	4,364.00	4,582.40
0439	3,680.00	3,864.00	4,057.60	4,260.00	4,473.60	4,696.80
0440	3,772.00	3,960.80	4,159.20	4,367.20	4,585.60	4,814.40
0441	3,866.40	4,060.00	4,263.20	4,476.00	4,700.00	4,935.20

Bi-Weekly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0442	3,963.20	4,161.60	4,369.60	4,588.00	4,817.60	5,058.40
0443	4,062.40	4,265.60	4,478.40	4,702.40	4,937.60	5,184.80
0444	4,164.00	4,372.00	4,590.40	4,820.00	5,060.80	5,314.40
0445	4,268.00	4,481.60	4,705.60	4,940.80	5,188.00	5,447.20
0446	4,374.40	4,593.60	4,823.20	5,064.00	5,317.60	5,583.20
0447	4,484.00	4,708.00	4,944.00	5,190.40	5,450.40	5,722.40
0448	4,596.00	4,825.60	5,067.20	5,320.80	5,586.40	5,865.60
0449	4,711.20	4,946.40	5,193.60	5,453.60	5,726.40	6,012.80
0450	4,828.80	5,070.40	5,324.00	5,589.60	5,869.60	6,162.40
0451	4,949.60	5,196.80	5,456.80	5,729.60	6,016.00	6,316.80
0452	5,073.60	5,327.20	5,593.60	5,872.80	6,166.40	6,474.40
0453	5,200.00	5,460.00	5,732.80	6,020.00	6,320.80	6,636.80
0454	5,330.40	5,596.80	5,876.00	6,170.40	6,478.40	6,802.40
0455	5,463.20	5,736.80	6,023.20	6,324.00	6,640.80	6,972.80
0456	5,600.00	5,880.00	6,173.60	6,482.40	6,806.40	7,147.20
0457	5,740.00	6,027.20	6,328.00	6,644.80	6,976.80	7,325.60
0458	5,883.20	6,177.60	6,486.40	6,810.40	7,151.20	7,508.80
0459	6,030.40	6,332.00	6,648.80	6,980.80	7,329.60	7,696.00
0460	6,180.80	6,490.40	6,814.40	7,155.20	7,512.80	7,888.80
0461	6,336.00	6,652.80	6,984.80	7,334.40	7,700.80	8,085.60
0462	6,494.40	6,818.40	7,160.00	7,517.60	7,893.60	8,288.00
0463	6,656.80	6,989.60	7,338.40	7,705.60	8,091.20	8,495.20
0464	6,823.20	7,164.00	7,522.40	7,898.40	8,292.80	8,708.00
0465	6,993.60	7,343.20	7,710.40	8,096.00	8,500.00	8,925.60

EXHIBIT 14: MONTHLY SALARY SCHEDULE EFFECTIVE JUNE 30, 2026

CITY OF MODESTO
 SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 26/27
 EFFECTIVE: JUNE 30, 2026

Monthly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0403	3,277.74	3,442.40	3,614.00	3,796.00	3,984.94	4,184.27
0404	3,360.94	3,529.07	3,704.14	3,889.60	4,083.74	4,288.27
0405	3,444.14	3,617.47	3,797.74	3,986.67	4,186.00	4,395.74
0406	3,530.80	3,707.60	3,893.07	4,087.20	4,291.74	4,506.67
0407	3,619.20	3,799.47	3,990.14	4,189.47	4,399.20	4,617.60
0408	3,709.34	3,894.80	4,088.94	4,293.47	4,508.40	4,733.74
0409	3,801.20	3,991.87	4,191.20	4,400.94	4,621.07	4,851.60
0410	3,896.54	4,092.40	4,296.94	4,511.87	4,737.20	4,972.94
0411	3,993.60	4,194.67	4,404.40	4,624.54	4,855.07	5,097.74
0412	4,094.14	4,298.67	4,513.60	4,738.94	4,976.40	5,226.00
0413	4,196.40	4,406.14	4,626.27	4,858.54	5,101.20	5,356.00
0414	4,302.14	4,517.07	4,742.40	4,979.87	5,227.74	5,489.47
0415	4,409.60	4,629.74	4,860.27	5,104.67	5,359.47	5,626.40
0416	4,518.80	4,745.87	4,981.60	5,231.20	5,492.94	5,766.80
0417	4,631.47	4,863.74	5,106.40	5,362.94	5,629.87	5,912.40
0418	4,747.60	4,985.07	5,234.67	5,496.40	5,770.27	6,059.74
0419	4,867.20	5,109.87	5,364.67	5,633.34	5,915.87	6,210.54
0420	4,988.54	5,238.14	5,499.87	5,773.74	6,063.20	6,366.54
0421	5,113.34	5,368.14	5,636.80	5,919.34	6,214.00	6,526.00

Monthly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0422	5,241.60	5,503.34	5,777.20	6,066.67	6,370.00	6,688.94
0423	5,371.60	5,640.27	5,922.80	6,219.20	6,529.47	6,855.34
0424	5,506.80	5,780.67	6,070.14	6,373.47	6,692.40	7,026.94
0425	5,643.74	5,926.27	6,222.67	6,532.94	6,860.54	7,202.00
0426	5,784.14	6,073.60	6,376.94	6,695.87	7,030.40	7,382.27
0427	5,929.74	6,226.14	6,536.40	6,864.00	7,207.20	7,567.74
0428	6,077.07	6,382.14	6,701.07	7,035.60	7,387.47	7,756.67
0429	6,229.60	6,541.60	6,867.47	7,210.67	7,571.20	7,950.80
0430	6,385.60	6,704.54	7,039.07	7,390.94	7,761.87	8,148.40
0431	6,545.07	6,872.67	7,215.87	7,576.40	7,954.27	8,352.94
0432	6,708.00	7,044.27	7,396.14	7,765.34	8,153.60	8,560.94
0433	6,876.14	7,219.34	7,581.60	7,959.47	8,358.14	8,775.87
0434	7,047.74	7,399.60	7,770.54	8,158.80	8,566.14	8,994.27
0435	7,224.54	7,585.07	7,964.67	8,363.34	8,781.07	9,219.60
0436	7,404.80	7,775.74	8,164.00	8,571.34	9,001.20	9,450.14
0437	7,590.27	7,969.87	8,368.54	8,786.27	9,224.80	9,685.87
0438	7,779.20	8,169.20	8,576.54	9,006.40	9,455.34	9,928.54
0439	7,973.34	8,372.00	8,791.47	9,230.00	9,692.80	10,176.40
0440	8,172.67	8,581.74	9,011.60	9,462.27	9,935.47	10,431.20
0441	8,377.20	8,796.67	9,236.94	9,698.00	10,183.34	10,692.94

Monthly

Range Number	Step A	Step B	Step C	Step D	Step E	Step F
0442	8,586.94	9,016.80	9,467.47	9,940.67	10,438.14	10,959.87
0443	8,801.87	9,242.14	9,703.20	10,188.54	10,698.14	11,233.74
0444	9,022.00	9,472.67	9,945.87	10,443.34	10,965.07	11,514.54
0445	9,247.34	9,710.14	10,195.47	10,705.07	11,240.67	11,802.27
0446	9,477.87	9,952.80	10,450.27	10,972.00	11,521.47	12,096.94
0447	9,715.34	10,200.67	10,712.00	11,245.87	11,809.20	12,398.54
0448	9,958.00	10,455.47	10,978.94	11,528.40	12,103.87	12,708.80
0449	10,207.60	10,717.20	11,252.80	11,816.14	12,407.20	13,027.74
0450	10,462.40	10,985.87	11,535.34	12,110.80	12,717.47	13,351.87
0451	10,724.14	11,259.74	11,823.07	12,414.14	13,034.67	13,686.40
0452	10,992.80	11,542.27	12,119.47	12,724.40	13,360.54	14,027.87
0453	11,266.67	11,830.00	12,421.07	13,043.34	13,695.07	14,379.74
0454	11,549.20	12,126.40	12,731.34	13,369.20	14,036.54	14,738.54
0455	11,836.94	12,429.74	13,050.27	13,702.00	14,388.40	15,107.74
0456	12,133.34	12,740.00	13,376.14	14,045.20	14,747.20	15,485.60
0457	12,436.67	13,058.94	13,710.67	14,397.07	15,116.40	15,872.14
0458	12,746.94	13,384.80	14,053.87	14,755.87	15,494.27	16,269.07
0459	13,065.87	13,719.34	14,405.74	15,125.07	15,880.80	16,674.67
0460	13,391.74	14,062.54	14,764.54	15,502.94	16,277.74	17,092.40
0461	13,728.00	14,414.40	15,133.74	15,891.20	16,685.07	17,518.80
0462	14,071.20	14,773.20	15,513.34	16,288.14	17,102.80	17,957.34
0463	14,423.07	15,144.14	15,899.87	16,695.47	17,530.94	18,406.27
0464	14,783.60	15,522.00	16,298.54	17,113.20	17,967.74	18,867.34
0465	15,152.80	15,910.27	16,705.87	17,541.34	18,416.67	19,338.80

EXHIBIT 15: MCMA APPROVED ALTERNATE WORK SCHEDULES

(See ARTICLE 11. APPROVED WORK SCHEDULES for positions and classifications eligible to participate in these work schedules.)

NINE-EIGHTY (9/80) WORK SCHEDULE

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

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

Days of the Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Work Week Hours	Off	9	9	9	9	8	Off

Days of the Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Work Week Hours	Off	9	9	9	9	Off	Off

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

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

Overtime shall be compensated in accordance with ARTICLE 14. (OVERTIME FOR NON-EXEMPT EMPLOYEES).

MODIFIED FOUR-TEN (4/10) WORK SCHEDULE

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

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

remaining eighty-eight (88) hours are owed to the City and shall be deducted from the employee's annual holiday entitlement. See Article 20. (HOLIDAYS).

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

Overtime for non-exempt employees shall be compensated in accordance with ARTICLE 14. (OVERTIME FOR NON-EXEMPT EMPLOYEES).

FOUR-ELEVEN (4/11) WORK SCHEDULE

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

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

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

EXHIBIT X: MCMA MARKET ADJUSTMENTS

Classification	Total Adjustment	Year 1 Adjustment	Year 2 Adjustment
Account Clerk I (Confidential)	5.0%	2.5%	2.5%
Account Clerk II (Confidential)	5.0%	2.5%	2.5%
Account Technician II (Confidential)	5.0%	2.5%	2.5%
Account Technician I (Confidential)	5.0%	2.5%	2.5%
Accounting Manager	2.5%	2.5%	No further adjustment
Administrative Analyst I	2.5%	2.5%	No further adjustment
Administrative Analyst II	2.5%	2.5%	No further adjustment
Administrative Services Officer	2.5%	2.5%	No further adjustment
Airport Manager	2.5%	2.5%	No further adjustment
Animal Control Supervisor	5.0%	2.5%	2.5%
Assistant Chief Building Official	2.5%	2.5%	No further adjustment
Assistant City Engineer	5.0%	2.5%	2.5%
Assistant Engineer	5.0%	2.5%	2.5%
Assistant Planner	5.0%	2.5%	2.5%
Assistant Surveyor	5.0%	2.5%	2.5%
Associate Civil/Traffic Engineer	5.0%	2.5%	2.5%
Associate Landscape Architect/Associate Architect	5.0%	2.5%	2.5%
Associate Planner	5.0%	2.5%	2.5%
Associate Engineer	5.0%	2.5%	2.5%
Associate Land Surveyor	5.0%	2.5%	2.5%
Building Inspection Supervisor	2.5%	2.5%	No further adjustment
Building Safety Program Coordinator	2.5%	2.5%	No further adjustment
Business Analyst	2.5%	2.5%	No further adjustment
Centre Plaza Manager	2.5%	2.5%	No further adjustment
Chief Building Official	2.5%	2.5%	No further adjustment
City Engineer	5.0%	2.5%	2.5%
Community Development Manager	10.0%	5.0%	5.0%
Compost Facility Supervisor	2.5%	2.5%	No further adjustment
Construction Inspection Supervisor	2.5%	2.5%	No further adjustment
Cultural Services Program Manager	2.5%	2.5%	No further adjustment
Economic Development Manager	10.0%	5.0%	5.0%
Economic Development Marketing Specialist	2.5%	2.5%	No further adjustment
Electrical Supervisor	12.5%	7.5%	5.0%
Engineering Division Manager	5.0%	2.5%	2.5%
Facilities Manager	2.5%	2.5%	No further adjustment
Fleet Manager	2.5%	2.5%	No further adjustment
Financial Analyst I	2.5%	2.5%	No further adjustment
Financial Analyst II	2.5%	2.5%	No further adjustment
Financial Analyst III	2.5%	2.5%	No further adjustment
Information Technology Manager	5.0%	2.5%	2.5%
Information Technology Security Officer	5.0%	2.5%	2.5%
Integrated Waste Program Manager	2.5%	2.5%	No further adjustment
Junior Engineer	5.0%	2.5%	2.5%
Management Analyst	2.5%	2.5%	No further adjustment
Neighborhood Preservation Supervisor	2.5%	2.5%	No further adjustment
Operations Manager	2.5%	2.5%	No further adjustment
Operations Supervisor	2.5%	2.5%	No further adjustment
Parking Adjudication Program Coordinator	5.0%	2.5%	2.5%
Parking Services Supervisor	5.0%	2.5%	2.5%
Parks Planning and Development Manager	5.0%	2.5%	2.5%
Parks Recreation & Neighborhood Operations Manager	2.5%	2.5%	No further adjustment

Classification	Total Adjustment	Year 1 Adjustment	Year 2 Adjustment
Planning Manager	5.0%	2.5%	2.5%
Police Civilian Manager	2.5%	2.5%	No further adjustment
Police Civilian Supervisor	2.5%	2.5%	No further adjustment
Police Hiring Supervisor	2.5%	2.5%	No further adjustment
Police Support Specialist II (Confidential)	7.5%	5.0%	2.5%
Principal Information Technology Administrator	5.0%	2.5%	2.5%
Principal Planner	5.0%	2.5%	2.5%
Principal Systems Engineer	5.0%	2.5%	2.5%
Public Safety Business Services Analyst	2.5%	2.5%	No further adjustment
Purchasing Manager	2.5%	2.5%	No further adjustment
Recycling Program Coordinator	2.5%	2.5%	No further adjustment
Revenue Collections and Compliance Manager	2.5%	2.5%	No further adjustment
Senior Business Analyst	2.5%	2.5%	No further adjustment
Senior Civil/Traffic Engineer	5.0%	2.5%	2.5%
Senior Community Development Program Specialist	2.5%	2.5%	No further adjustment
Senior Crime and Intelligence Analyst	5.0%	2.5%	2.5%
Senior Financial Analyst	2.5%	2.5%	No further adjustment
Senior Land Surveyor	5.0%	2.5%	2.5%
Senior Landscape Architect/Senior Architect	5.0%	2.5%	2.5%
Senior Planner	5.0%	2.5%	2.5%
Senior Software Analyst	5.0%	2.5%	2.5%
Senior Systems Engineer	5.0%	2.5%	2.5%
Senior Systems Technician	7.5%	2.5%	5.0%
Software Analyst I	5.0%	2.5%	2.5%
Software Analyst II	5.0%	2.5%	2.5%
Solid Waste Enforcement Supervisor	2.5%	2.5%	No further adjustment
Streets Manager	2.5%	2.5%	No further adjustment
Systems Engineer I	5.0%	2.5%	2.5%
Systems Engineer II	5.0%	2.5%	2.5%
Systems Technician I	7.5%	2.5%	5.0%
Systems Technician II	7.5%	2.5%	5.0%
Technology Solutions Analyst I	7.5%	2.5%	5.0%
Technology Solutions Analyst II	7.5%	2.5%	5.0%
Traffic Engineer	5.0%	2.5%	2.5%

Attachment A: Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Probationer. An employee who has probationary status.

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

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

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

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

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

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

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

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

Separation. Any termination of employment.

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

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

Temporary Appointment. An appointment for a limited period.

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

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