December 9, 1996

TO: Mayor and City Council

FROM: McKinley Lloyd, Director of Personnel Services

SUBJECT: RESOLUTION APPROVING THE SAN JOAQUIN PUBLIC EMPLOYEES' ASSOCIATION MEMORANDUM OF UNDERSTANDING (MASTER AGREEMENT) NEW TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF STOCKTON AND THE SAN JOAQUIN PUBLIC EMPLOYEES' ASSOCIATION

On Monday evening, a resolution will be presented for your consideration approving the new terms and conditions of employment between the San Joaquin Public Employees' Association (SJPEA) and the City of Stockton.

DISCUSSION

Background

On November 13, 1996, the City of Stockton and SJPEA reached tentative agreement for new terms and conditions of employment. On December 4, 1996, the membership of the SJPEA ratified the tentative agreement. The proposed SJPEA Memorandum of Understanding (Master Agreement) representing the Administrative, Clerical and Services Unit, and the Professional and Technical Unit covers the period January 1, 1997 through December 31, 2002.

Present Situation

The key salary provisions of the labor agreement between the SJPEA and the City of Stockton are consistent with the authorization approved by the Stockton City Council. We have summarized these key salary provisions below for reference:

- Term
  Six (6) years' agreement (January 1, 1997 through December 31, 2002),

- Salary
  80% of CPI (minimum 2.5%, maximum 6%) each year for term of agreement,

- Deferred Compensation
  One-half percent (.5%) each year for term of agreement,

- Uniform Allowance
  Twenty-five dollars ($25.00) increase each year for term of agreement,
The City will make application to provide PERS Government Code 20615.5 (Employer Paid Member Contributions as Members) and Internal Revenue Code 414H(2), and PERS Government Code 20965 (Credit for Unused Sick Leave) to be effective upon adoption by the Stockton City Council and PERS Administration Board;

Effective January 1, 1998, the City will make application to provide PERS Government Code 21382.5 (Fourth Level of 1959 Survivor Benefits) to be effective upon adoption by the Stockton City Council and PERS Administration Board,

Effective January 1, 1997, an additional one thousand dollar ($1,000) orthodontic benefits coverage lifetime maximum,

Effective January 1, 1998, retirement medical supplement for retiree at age sixty-five (65), and one (1) dependent,

Cesar Chavez' Birthday.

FINANCIAL SUMMARY

The proposed SJPEA Memorandum of Understanding is within the parameters set by the Stockton City Council. The estimated cost resulting from the proposed SJPEA Memorandum of Understanding in the first fiscal year is estimated at $693,853. Future year salary increases are based upon 80% of the Consumer Price Index (not less than 2.5%) and not to exceed 6% regardless of the Consumer Price Index level.

RECOMMENDATION

It is recommended that the Stockton City Council adopt the proposed resolution.

Respectfully submitted,

MCKINLEY LLOYD
DIRECTOR OF PERSONNEL SERVICES

DEPUTY DIRECTOR/EMPLOYEE RELATIONS OFFICER

APPROVED:

DWANE MILNES, CITY MANAGER

DATE: ________________________________
MEMORANDUM OF UNDERSTANDING
SAN JOAQUIN PUBLIC EMPLOYEES' ASSOCIATION (MASTER AGREEMENT)

At its meeting of December 9, 1996, the Stockton City Council was presented for adoption Memorandum of Understanding new terms and conditions of employment between the San Joaquin Public Employees' Association (SJPEA) and the City of Stockton. We have summarized the key provisions of the Agreement below for reference:

- **Term**
  Six (6) years' agreement (January 1, 1997 through December 31, 2002)

- **Salary**
  Effective January 1, 1997, 80% of Consumer Price Index (CPI) (minimum 2.5%, maximum 6%) and each year thereafter for term of Agreement

- **Deferred Compensation**
  Effective January 1, 1997, an additional one-half percent (.5%) increase and each year thereafter for term of Agreement

- **Uniform Allowance**
  Effective January 1, 1997, an additional twenty-five dollars ($25.00) increase and each year thereafter for term of Agreement

- **Retirement Contribution Supplement**
  The City will apply to provide PERS Government Code 20615.5 (Employer Paid Member Contributions Converted to Payrate During the Final Compensation Period), Internal Revenue Service Code 414H(2) concurrently, and PERS Government Code 20965 (Credit for Unused Sick Leave) to be effective upon adoption by the Stockton City Council and PERS Administration Board

  Effective January 1, 1998, the City will apply to provide PERS Government Code 21382.5 (Fourth Level of 1959 Survivor Benefits) to be effective upon adoption by the Stockton City Council and PERS Administration Board
• Health and Welfare

Effective January 1, 1997, an additional one thousand dollar ($1,000.00) orthodontic benefits coverage lifetime maximum.

Effective January 1, 1997, retirement medical supplement for retiree at age sixty-five (65) and one (1) dependent.

• Holidays

Cesar Chavez' Birthday.

The U.S. City Average for Urban Wage Earners and Clerical Workers' Consumer Price Index (CPI-W) ending November 1996 is 3.3%. Salary increases shall equal 80% of the CPI ending November 1996. Effective January 1, 1997, employees represented by SJPEA shall receive 2.6% cost-of-living increase.

The Personnel Services Department is currently calculating new salary ranges based on the 2.6% increase and will provide all departments with an updated 1997 Salary Schedule when that process is completed.
Resolution No. 96-0575

STOCKTON CITY COUNCIL

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That certain "Master Agreement, San Joaquin Public Employees' Association Memorandum of Understanding" agreed to between the City of Stockton by and through the City Manager and the San Joaquin Employees' Association expiring on December 31, 2002, is hereby accepted and approved by this City Council, a copy of which is attached as Exhibit "A" and incorporated by reference.

2. That the City Manager is authorized and directed to take such action as deemed necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED DEC - 9  1996

JOAN DARRAH, Mayor
of the City of Stockton

ATTEST:

KATHERINE SONG MITISNER
City Clerk
of the City of Stockton

96-0575
MASTER AGREEMENT
SAN JOAQUIN PUBLIC EMPLOYEES' ASSOCIATION

MEMORANDUM OF UNDERSTANDING

It is the purpose of this Memorandum of Understanding (hereinafter "Memorandum") to set forth the mutual understanding of the parties reached, as a result of good faith negotiations, regarding wages, hours, and other terms and conditions of employment.

The City of Stockton Chapter, San Joaquin Public Employees' Association, Inc., and representatives of the City of Stockton have met and conferred in good faith regarding items within the scope of representation, have exchanged freely information, opinions and proposals, and have endeavored to reach agreement on matters within the scope of representation.

This Memorandum is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq) and has been jointly prepared by the parties.

This Memorandum shall be presented to the City Council of the City of Stockton, as the joint recommendations of the undersigned, for the period commencing the date of execution, unless specifically stated otherwise, and ending December 31, 2002.
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Section Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Recognition</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Association Security</td>
<td>1-10</td>
</tr>
<tr>
<td>3</td>
<td>Compliance with Federal Laws</td>
<td>10-11</td>
</tr>
<tr>
<td>4</td>
<td>Probation</td>
<td>11-12</td>
</tr>
<tr>
<td>5</td>
<td>Performance Evaluations</td>
<td>12</td>
</tr>
<tr>
<td>6</td>
<td>Personnel Records</td>
<td>12-13</td>
</tr>
<tr>
<td>7</td>
<td>Layoff</td>
<td>13-16</td>
</tr>
<tr>
<td>8</td>
<td>Reemployment</td>
<td>16</td>
</tr>
<tr>
<td>9</td>
<td>Discipline</td>
<td>17-18</td>
</tr>
<tr>
<td>10</td>
<td>Grievance Procedures</td>
<td>18-21</td>
</tr>
<tr>
<td>11</td>
<td>Leaves</td>
<td>21-31</td>
</tr>
<tr>
<td>12</td>
<td>Days and Hours of Work</td>
<td>31-33</td>
</tr>
<tr>
<td>13</td>
<td>Overtime</td>
<td>34-36</td>
</tr>
<tr>
<td>14</td>
<td>Holidays</td>
<td>36-37</td>
</tr>
<tr>
<td>15</td>
<td>Compensation and Allowances Other Than Base Salary</td>
<td>38-42</td>
</tr>
<tr>
<td>16</td>
<td>Insurance Plans</td>
<td>42-44</td>
</tr>
<tr>
<td>17</td>
<td>Salaries</td>
<td>44-49</td>
</tr>
<tr>
<td>18</td>
<td>Voluntary Transfer</td>
<td>49</td>
</tr>
<tr>
<td>19</td>
<td>Separability of Provisions</td>
<td>49</td>
</tr>
<tr>
<td>20</td>
<td>Past Practices and Existing Memoranda of Understanding</td>
<td>49</td>
</tr>
<tr>
<td>21</td>
<td>Scope of Agreement</td>
<td>49-50</td>
</tr>
<tr>
<td>22</td>
<td>Duration of Agreement</td>
<td>50</td>
</tr>
<tr>
<td>23</td>
<td>Maintenance of Operations/City Rights</td>
<td>50-51</td>
</tr>
<tr>
<td>Topic</td>
<td>Page</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>Absence Without Official Leave (AWOL)</td>
<td>30-31</td>
<td></td>
</tr>
<tr>
<td>Acting Pay</td>
<td>47-48</td>
<td></td>
</tr>
<tr>
<td>Adoption/Paternal Leave</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Advance Notice</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>Agency Fee</td>
<td>2-8</td>
<td></td>
</tr>
<tr>
<td>Annual Verification of Agency Fee by Association</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Assignment of Classifications</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Association Security</td>
<td>1-10</td>
<td></td>
</tr>
<tr>
<td>Attendance at Meetings by Employees</td>
<td>9-10</td>
<td></td>
</tr>
<tr>
<td>Bereavement Leave</td>
<td>26</td>
<td></td>
</tr>
<tr>
<td>Birthday Holiday Leave</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>Call-Back Policy</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Cash Payment Option</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>Compensation and Allowances Other Than Base Salary</td>
<td>38-42</td>
<td></td>
</tr>
<tr>
<td>Compensation for Holidays Worked</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>Compensatory Time</td>
<td>35-36</td>
<td></td>
</tr>
<tr>
<td>Compliance with Federal Laws</td>
<td>10-11</td>
<td></td>
</tr>
<tr>
<td>Court Appearance</td>
<td>26-27</td>
<td></td>
</tr>
<tr>
<td>Days and Hours of Work</td>
<td>31</td>
<td></td>
</tr>
<tr>
<td>Deferred Compensation</td>
<td>39</td>
<td></td>
</tr>
<tr>
<td>Definition of Agency Fee</td>
<td>3-4</td>
<td></td>
</tr>
<tr>
<td>Discipline</td>
<td>17-18</td>
<td></td>
</tr>
<tr>
<td>Doctor's Certificate or Other Proof (Sick Leave Usage)</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Dues Deduction</td>
<td>1-2</td>
<td></td>
</tr>
<tr>
<td>Duration of Agreement</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>Education Incentive Pay</td>
<td>41-42</td>
<td></td>
</tr>
<tr>
<td>Employee Educational Assistance</td>
<td>41</td>
<td></td>
</tr>
<tr>
<td>Employee Options (Layoff)</td>
<td>14-15</td>
<td></td>
</tr>
<tr>
<td>Employee Rights (Agency Fee)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Employees Exempted from Obligation to Pay Association</td>
<td>4-6</td>
<td></td>
</tr>
<tr>
<td>Fair Labor Standards Act</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>Family Sick Leave</td>
<td>23-24</td>
<td></td>
</tr>
<tr>
<td>Fire Telecommunications Overtime</td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>Grievance Procedures</td>
<td>18-21</td>
<td></td>
</tr>
</tbody>
</table>
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

Grievance Processing .................................................. 18-19
Health and Welfare Benefits ........................................... 42-43
Health and Welfare Benefits During Layoff ...................... 15
Holidays ......................................................................... 36-38
Holidays Observed by the City (Including Employee's Birthday) 36-37
Hourly Employees .............................................................. 32
Insurance Plans ................................................................. 42-44
Indemnity and Refund ...................................................... 2
Job Sharing ....................................................................... 32-33
Jury Duty (Court) Appearance .......................................... 26-27
Layoff ............................................................................. 13-16
Layoff Scope .................................................................... 13
Leave of Absence Without Pay .......................................... 29-31
Leaves ............................................................................. 21-26
Life Insurance .................................................................. 43
Long Term Disability Insurance ........................................ 43
Maintenance of Operations/City Rights ............................ 50-51
Maternity Leave ................................................................. 28
Meal Periods and Rest Periods ......................................... 31-32
Mileage Expense Reimbursement ...................................... 41
Military Leave ................................................................... 27-28
Non-Discrimination .......................................................... 10
Notice of Layoff ................................................................ 14
On-Call Duty - Animal Control Workers ......................... 41
Original Entrance and Promotional Positions .................. 11
Other Leaves With Pay ..................................................... 26-28
Other Provisions (Grievance) ............................................ 20-21
Overtime .......................................................................... 34-36
Overtime Authorization .................................................... 34
Overtime Definition .......................................................... 34
Past Practices and Existing Memoranda of Understanding .... 40
Paternal/Adoption Leave ................................................... 30
Payment for Unused Sick Leave ....................................... 26
Payment Method/Payroll Deduction for Representation Fee 7
Performance Evaluations .................................................. 12
Personnel Records ............................................................ 12-13
Precedence by Employment Status ................................... 14
Probation .......................................................................... 11-12
Procedures for a Unit Member who Contents the Amount of Agency Fee 6
Qualifying for Holiday Pay ................................................. 36
Recognition ..................................................................... 1

CITY OF STOCKTON
TERMS

Working days are City of Stockton business working days, Monday through Friday, excluding holidays.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

Section 1. Recognition

The City of Stockton Chapter of the San Joaquin Public Employees' Association, Inc., (hereinafter "Association") is the recognized employee organization for the Administrative, Clerical and Services Unit and Professional and Technical Unit certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975, and as amended thereafter.

Section 2. Association Security

2.1 Dues Deduction

(a) General. The Association may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. The Association has the exclusive privilege of dues deduction for its members.

Authorization, cancellation or modification of payroll deductions shall be made upon forms provided or approved by the City. The payroll deduction authorization shall remain in effect until cancelled or modified by the employee by written notice to the City or until the first day of the calendar month following the transfer of the employee to a unit represented by another employee organization as the representative of the unit to which the employee is assigned, or until employment with the City is terminated.

Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.

In addition to the deduction of dues, the City will deduct from the paychecks of Association members who request it premiums for group insurance and investment plans sponsored by the Association. Such deductions shall be made in one lump sum and only upon signed authorization from the employee upon a form satisfactory to the City. Such authorizations may be made or changed no more frequently than twice yearly.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

(b) Unit Members’ Obligation to Exclusive Representative

(1) A bargaining unit member who does not fall within one (1) of the exempted categories as set forth in Section (f), and who has not voluntarily made application for membership in the Association within the sixtieth (60) day following the date upon which said employee has been formally hired by the City as a bargaining unit employee, must as a condition of continued employment in the City pay to the Association a representation fee, in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Association.

(2) In the event that a unit member does not become a member of the Association or pay such fee directly to the Association, the City shall begin automatic payroll deduction. There shall be no charge to the Association for such mandatory agency fee deductions.

(3) Prior to beginning such automatic payroll deduction, the President of the Stockton Chapter of the Association will certify to the City in writing that the employee whose pay is to be affected by the deduction has: 1) refused to join the Association; and 2) has refused to tender the amount of the agency fee as defined herein; and 3) has not applied for an exemption under Section (f) herein. In addition the Association must also certify that it has provided the employee with a copy of the fee verification required by Section (e) herein.

(c) Definition of Agency Fee

(1) The agency fee collected pursuant to Section (b) above from unit members who are not members of the Association shall be an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Association for the duration of this Agreement, minus any amount which is prohibited by the Constitution because such funds pay for political or ideological purposes not related to collective bargaining.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

(3) If a unit member desires to be exempted for reasons set forth in Section (f) herein, the unit member must first request such exemption in writing from the Association setting forth briefly the rationale for the exemption. If the Association notifies the unit member in writing that the Association will not honor the request, then the matter shall be referred automatically to a panel for determination according to the procedure set forth below. The panel shall be composed of one (1) person selected by the Association, one (1) person selected by the unit member, and an arbitrator selected by the parties chosen from a list submitted by the State of California Mediation and Conciliation Services. If either one or both parties fail to nominate a panel member, the process of hearing will continue without that party's panel member.

(4) The panel shall first receive arguments and evidence from the unit member requesting the exemption. Thereafter the Association may present any arguments or evidence. The proceedings shall be conducted in an informal manner, and the rules of evidence will not apply. The arbitrator shall act as chair and rule on all matters before the panel, with the exception of the final determination of the panel. The panel shall prepare a written decision within fifteen (15) calendar days of the completion of the hearing, which shall be final and binding upon the parties. Any expenses of the panel shall be borne by the parties incurring them.

(5) Upon receipt of the decision of the panel, the City shall release any funds held in escrow to the Association or to the charity. Any decision by the panel shall apply for the duration of this Memorandum of Understanding.

(6) In addition, the Association may require such exempt unit member to submit proof of payment of an amount equivalent to such representation fee to one (1) of the alternative funds or organizations listed above. If the bargaining unit member has not provided payment, the City will institute deductions pursuant to Section (b) (2), and forward such monies to a charity listed in Section (f) (2).
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

(i) Payment Method/Payroll Deduction

(1) A unit member may voluntarily sign and deliver to the City a written assignment authorizing deduction of the properly established representation fee as defined in Section (c), subject to the conditions set forth elsewhere in this agreement for payroll deductions, or the amount of the fee will be deducted automatically in accordance with Section (b)(2) herein.

(2) The City is under no obligation to make payroll deductions for the periods during which a unit member is either terminated from active employment, or not on the City's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.

(3) Upon the rehiring of any unit member, or upon the recalling of any unit member from layoff status, the City will resume or initiate dues deductions for such unit member.

(j) Obligations of Parties

(1) City's Obligations

The City's obligation under this Article is to notify any unit member who has failed to comply with the provisions of this Section that, as a condition of continued employment with the City, such unit member must become an Association member, or pay a representation fee, or establish an exemption status and make payment pursuant to provisions of Sections (b) and (f) of this Agreement. Under no circumstances shall the City be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

The City will provide the name, classification, department, home address and telephone number for each new employee each month.
revoked by the department head.

(c) City buildings and other facilities may be made available for use by City Employees of the Association or their representatives in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

2.4 **Advance Notice**

Except in cases of emergency, reasonable advance written notice shall be given to the Association if affected by any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to negotiate if requested with the designated management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Association shall be provided with the notice described above and be given an opportunity if requested to negotiate changes to said notice with the management representatives designated by the City Manager.

2.5 **Attendance at Meetings by Employees**

City employees who are official representatives or unit representatives of the Association shall be given reasonable time off with pay to attend meetings with City management representatives, or be present at City hearings where matters within the scope of representation or grievances are being considered. Time spent for this purpose during the representative's scheduled hours of work shall count as hours worked. Attendance at meetings during non-work hours will not be counted as hours worked except in extraordinary circumstances as determined by the City. Such employee representatives shall submit a request for excused absence to their respective department heads, in a manner satisfactory prior to the scheduled meeting whenever possible. Except by mutual agreement the number of employees excused for such purposes shall not exceed three (3) per recognized bargaining unit.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

3.2 **Fair Labor Standards Act**

The City and the Association agree to cooperate to insure compliance with provisions of the Fair Labor Standards Act.

**Section 4. Probation**

4.1 **Purpose**

The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to a position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

4.2 **Original Entrance and Promotional Positions**

Employees hired or promoted after the effective date of this agreement will be subject to the following: All original and promotional appointments shall be tentative and subject to probationary period of not less than twelve (12) months, unless a longer probationary period is stated in the class specification.

4.3 **Retention/Rejection of Probationer**

(a) At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Director of Personnel Services a statement in writing to such effect and stating that the retention of such employee in the service is desired. The City will make a good faith effort to notify a probationary employee two (2) weeks before the end of the probationary period whether or not permanent status is granted; however, a failure on the part of the appointing authority to file such a statement at the end of the probationary period shall constitute a rejection of the probationer as defined in Civil Service Rules.

(b) During the probationary period an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment, shall be reinstated to the position from which promoted unless charges are filed and the employee is discharged in the manner provided in Section 9 of this Memorandum and in the Civil Service Ordinance and Civil Service Rules, which are consistent therewith.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

6.2 The City will not take any adverse action based upon any documented incident or any document, unless the unit member first receives a copy of the document and has an opportunity to respond in writing to that document. This requirement does not apply to supervisor's anecdotal records which will be kept separate from the official Personnel file or the departmental duplicate file. Such anecdotal records may be maintained for preparation of an evaluation or for notations related to potential discipline.

6.3 An employee or an official representative of the Association upon written, dated, authorization by the individual employee may seek removal of any material placed into their official file according to the City's Discipline Policy. This paragraph does not apply to records required by law to be kept, or as set forth in Section 6.1 above.

Section 7. Layoff

7.1 Layoff

Any employee may be laid off by an appointing authority in the event of the abolition of the employee's position by the City Council, or if a shortage of work or funds requires a reduction in personnel.

7.2 Layoff Scope

(a) Layoffs shall be within departments of the City.

(b) Departments of the City are defined as follows:

(1) City Attorney
(2) City Auditor
(3) City Clerk
(4) City Manager
(5) Community Development
(6) Finance
(7) Fire
(8) Housing and Redevelopment
(9) Library
(10) Management Information Services
(11) Municipal Utilities
(12) Parks and Recreation
(13) Personnel Services
(14) Police
(15) Public Works
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

(a) Displacing the employee in the same department and in the same or a comparable classification as determined by the Director of Personnel Services as having the least (total service) seniority. This option shall be exercised before any other option.

(b) Taking a voluntary demotion within the department to a classification in which the employee had prior permanent status, thus displacing the employee working in that classification who has the least (total service) seniority. An employee "bumped" in accordance with this Section shall be laid off in the same manner as an employee whose position has been abolished.

7.6 Health and Welfare Benefits During Layoff

Permanent employees who are laid off will have an option of maintaining their existing health and welfare benefits for thirty-six (36) months (the thirty-six (36) months runs concurrently with any COBRA benefits) from the date of layoff, provided timely payments of the premiums by the employee are made to the City, according to City regulations, and provided the employee otherwise meets the requirements of Federal and State regulations.

7.7 Voluntary Layoff

When a determination has been made that a layoff will occur, regular full-time employees may elect to be voluntarily laid off regardless of their seniority status. The following provisions apply to an employee who so elects to be laid off:

(a) For payroll purposes, the employee will be treated as being on approved leave of absence without pay for up to twelve (12) months.

(b) The employee will have the option to 1) retain sick leave and/or vacation balances for up to one (1) year in anticipation of reemployment or 2) to be paid off for those leaves in accordance with applicable provisions of the Memorandum.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

Section 9. Discipline

Disciplinary action, including discharge, suspension, reduction in pay or demotion, may be taken against any employee for cause.

An employee facing potential disciplinary action will be entitled to the following predisciplinary rights:

(a) Notice of proposed discipline.

(b) Date(s) proposed discipline will be effective.

(c) Reasons for the proposed discipline, the specific grounds and particular facts upon which the action is taken.

(d) The employee must be provided with any written materials, reports and documents upon which the action is based.

(e) Seven (7) working days in which an employee or the employee representative may respond either orally or in writing to the department head.

The Department Head upon authorization of the Director of Personnel Services may place an employee on administrative leave pending the completion of the predisciplinary process.

The appointing authority may discharge, suspend, reduce in pay or demote any employee in the classified service provided the City Charter provisions and the rules and regulations of the Civil Service Commission and any applicable provisions of law are followed. Such provisions allow the employee suspended, demoted or discharged to appeal such action. The employee may take only one (1) of the following actions:

(a) File no appeal.

(b) File an appeal with the Civil Service Commission within ten (10) working days of written notification of the action. The appeal will be by personal service, fax, or certified mail. (Such filing will foreclose use of the grievance procedure.)

(c) File a grievance as provided for in Section 10 within ten (10) working days by personal service, fax, or certified mail of written notification of the action.
process grievance(s) on behalf of the specifically named employee. The Director of Personnel Services shall have twenty (20) working days in which to investigate the issues and respond in writing to the appeal. No grievance may be processed under the following paragraphs which has not first been filed and investigated in accordance with this paragraph, unless the Director of Personnel Services fails to respond within the time limit.

(c) **Step 3 -** The parties may mutually agree to the use of this Step prior to proceeding to Step 4, Arbitration. Either party may with written notice within ten (10) working days of the decision of Step 2 invoke Step 3. Upon request for Step 3, the City will request a representative from the State of California Mediation and Conciliation Services to review the grievance and make non-binding recommendations to assist the parties in resolving the grievance. The Mediator will not provide any written documents and is limited to the restriction in Labor Code Section 65 and Attorney General opinions 51/183 and 68/77.

(d) **Step 4 - Arbitration.** If the grievant or the Association is dissatisfied with the response at Step 2, or Step 3, if used, or if the Director of Personnel Services fails to respond within the time limit, the matter may, within twenty (20) calendar days of the Step 2 response, be referred to an arbitrator mutually selected by the parties, or, if the parties are unable to mutually agree, from a list of seven (7) arbitrators provided by the State of California Mediation and Conciliation Services. The arbitrator shall be chosen by the alternative strike method, with first choice being determined by lot. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(e) **Effect of Decision.** Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto except as provided otherwise herein.

10.4 **Scope of Arbitration**

(a) No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in paragraph 10.1.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

The provisions of this Section shall not abridge any rights to which an employee may be entitled under the City Charter, nor shall it be administered in a manner which would abrogate any power which, under the City Charter, may be within the sole province and discretion of the Civil Service Commission.

All grievances of employees in representation units represented by the Association shall be processed under this Section. If the City Charter requires that a differing option be available to the employee, no action under (d) Section 10.3 shall be taken unless it is determined that the employee is not utilizing such option.

No action under Section 10.3 shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Personnel Services will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

Section 11. Leaves

11.1 Vacation Leave

(a) **Vacation Allowance.** All regular employees, excluding provisional and temporary shall accrue vacation leave with pay in accordance with the following schedule:

1. Less than one and one-half (1 1/2) years continuous employment 80 hours/year
2. After one and one-half (1 1/2) to seven and one-half (7 1/2) years continuous employment 120 hours/year
3. After seven and one-half (7 1/2) to fifteen (15) years continuous employment 160 hours/year
4. After fifteen (15) to twenty-five (25) years continuous employment 200 hours/year
(d) **Cash Payment Option** - An employee may elect to receive cash payment for up to a maximum of eighty (80) hours of his/her accumulated vacation balance upon commencement of a scheduled vacation for eighty (80) consecutive hours or more, or two (2) forty (40) consecutive hours or more. This option may be exercised pursuant to the above description, up to a maximum of eighty (80) hours cash payment per calendar year.

11.2 **Sick Leave**

(a) **Accrual.** All regular full-time employees, except provisional and temporary employees, shall accrue sick leave at the rate of ten (10) hours for each month of completed service.

Sick leave accrual for Telecommunications personnel assigned to the Fire Department shall be prorated based on the above formula as applied to a fifty-six (56) hour workweek.

All regular part-time employees, except provisional and temporary employees, scheduled to work less than a full month shall accrue sick leave on a prorated basis. Unused sick leave shall accumulate from year to year. Employees shall continue to accrue sick leave while off duty on authorized sick leave; provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

(b) **Usage.** Employees are entitled to sick leave pay for those days which the employee would normally have worked, to a maximum of the hours accrued, described as:

Preventive medical, dental, optical care, illness, injury or exposure to contagious disease which incapacitates the employee from performing normal work duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

(c) **Family Sick Leave.** Employees may utilize sick leave in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care. Such sick leave shall be limited, by the department head, to the time reasonably required to make other arrangements for such care.
(e) Verification Procedures

(1) Before being paid for the use of accrued sick leave, the employee shall submit a signed statement to the department head, on a prescribed form, stating the dates and hours of absence, the reason, and such other information as is necessary for the request to be evaluated. If an employee doesn't return to work prior to the preparation of the payroll, other arrangements may be made with the department head.

(2) Doctor's Certificate or Other Proof. If an employee's illness results in an absence from work for more than three (3) consecutive days, a doctor's certificate or other reasonable proof of illness may be required.

The Director of Personnel Services may make such sick leave usage reviews and may require such additional documentation including a physician's statement as he deems necessary before approving the sick leave benefit.

(3) If the City has a reasonable basis to believe that an employee is abusing the sick leave benefit, the City or the employee's supervisor must first meet with the employee to: 1) explain the reasonable basis for the believed abuse, and 2) discuss the reasons for the employee's absence. The employee has the right to Association representation at such meeting. After such meeting, and depending on the factual circumstances, the City may:

a) Place the employee on restricted sick leave for a period of not more than four (4) months, under the direction of the Director of Personnel Services pursuant to (e)(2) above;

b) Suspend the employee without pay for up to five (5) days for abuse of sick leave; or dismissal from employment if a prior suspension involved abuse of sick leave;

c) Place the employee in an employee assistance program, if agreed to by the employee.
Said absence from duty, including necessary travel time, will be with full pay for each day the employee serves on the jury or testifies as a witness in a criminal case, other than as a defendant. As a condition of receiving such full pay, the employee must remit to the City, through the employee's department head, within fifteen (15) working days after receipt, all fees received except those specifically allowed for mileage and expenses.

Jury duty or witness duty appearances shall be considered as time in court. Upon being excused from court, an employee must return to work if he/she has two (2) or more hours remaining on his/her work schedule. Employees serving on jury duty during their normally scheduled days or hours off, shall be granted an equivalent number of hours off during their normal week as scheduled by the supervisor. The noticed supervisor shall monitor the hours of jury duty or witness duty attendance and ensure that said hours are considered as time worked.

Said absence from duty will be without pay when the employee appears in private litigation to which the City of Stockton is not a party.

Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the City, through the employee's department head.

Notwithstanding the foregoing, attendance in court in connection with an employee's official duties or in behalf of the City of Stockton in connection with a case in which the City of Stockton is a party, together with travel time necessarily involved, shall not be considered absent from duty within the meaning of this Section.

(c) Military Leave. An employee of the City who is a member of the National Guard or Naval Militia or a member of the reserve corps or force of the Federal Military, Naval, or Marine Service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) days in any calendar year.

All regular employees in the service of the City shall be allowed leave of absence without pay for the duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California. Said employees shall be reinstated in the position they held when they were inducted into Military Service, except as hereinafter
Eligibility for Salary Continuation benefits shall be effective upon completion of the initial probationary period and shall be payable from the first day of covered absence.

(b) **Payment.** Workers' Compensation Leave (Salary Continuation) will be paid as follows:

Employees who have completed their probationary period shall be afforded a maximum of six (6) months Salary Continuation for each industrial illness or injury.

In the event employees are absent due to service connected disability, and Salary Continuation Benefits are exhausted, they may, at their option, use their accumulated sick leave or annual leave to such extent as, when added to any temporary disability indemnity receivable by them under Section 4650 et seq. of the California Labor Code, will enable them to receive full salary until their accumulated sick leave/annual leave is exhausted. In such event, their accumulated sick/annual leave will be charged only in proportion to the amount required to supplement temporary disability payments to enable the payment of full salary. Employees electing to receive such full salary in the foregoing manner, shall as a condition of such receipt, endorse to the City any temporary disability checks received by them. The City will in turn issue warrants to the employees for their full salary with normal deductions for retirement (if any), Federal and State income taxes, and any other authorized deductions.

(c) **Forms and Procedures.** Salary Continuation approval will follow the same procedure as for sick leave approval. Salary Continuation payments will be contingent on the City's acceptance of the injury as compensable under Workers' Compensation Law.

(d) If an employee exhausts all salary continuation benefits and temporary disability payments in accordance with this Section, the employee may request Leave Without Pay pursuant to Section 11.5, not to exceed a total of twelve (12) months for the entire period of absence from active duty.

11.5 **Leave of Absence Without Pay**

(a) **Entitlement.** Employees shall not be entitled to Leave of Absence
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

from the City of Stockton. An employee must provide a written statement to the Personnel Department regarding a "satisfactory explanation," within ten (10) calendar days after the City mails a notice of voluntary resignation to the employee's last known address.

Section 12. Days and Hours of Work

12.1 Workweek

(a) The normal workweek for employees in this unit consists of five (5) consecutive eight (8) hour days or a total of forty (40) hours in a seven (7) day work period. Where operational requirements of a department require deviations from the present schedule, the department head with City Manager approval may institute alternate work schedules provided that such schedules conform to work period requirements of Fair Labor Standards Act.

(b) Employees occupying part-time positions shall work such hours and schedules as the department head shall prescribe.

(c) Telecommunications personnel assigned to the Fire Department will work an average of fifty-six (56) hours in a seven (7) day work period.

Pursuant to the provisions of the Fair Labor Standards Act, the City and the Association agree that bona fide sleeping periods and meal periods up to a maximum of eight (8) hours per twenty-four (24) hour period will not be counted as hours worked. If the sleeping time is interrupted by a call to duty, the time of the interruption must be counted as hours worked. If the employee does not get at least five (5) hours of sleep during the scheduled sleeping period, the entire time is hours worked. The five (5) hours of sleep need not be five (5) continuous uninterrupted hours of sleep. However, if interruptions during the sleep period are so frequent as to prevent reasonable periods of sleep totalling at least five (5) hours, the entire period would be considered hours worked.

12.2 Meal Periods and Rest Periods

Employees shall receive a one (1) hour meal period each day and fifteen (15) minute paid rest period during the first half of the work day and a second fifteen (15) minute paid rest period during the second half of the work day. Employees who exceed the time limits prescribed above for lunch and/or rest periods shall
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

Employees who request and have approved job sharing arrangements shall be entitled to the rights and benefits which accrue to regular part-time employees.

12.6 Reporting to Work

Repeated failure to report to work on time may result in appropriate discipline as set forth below:

(1) For the first time in a six (6) month period, a Memorandum of Discussion.

(2) For the second time within a six (6) month period, a Letter of Reprimand.

(3) For any subsequent time within a six (6) month period, suspension from work; or at any time four (4) or more incidents occur within a six (6) month period, the employee may be discharged.

If an employee reports to the worksite after the designated starting time, the employee will be paid only for time actually worked; however, the employee may be allowed to utilize annual leave for lost pay, provided the employee's supervisor approves.

Any Memorandum of Discussion or Letter of Reprimand regarding tardiness which is more than six (6) months old, will be automatically sealed and can only be reopened upon court order.

12.7 Shift Bidding

Employees in the Police Department who work on a twenty-four (24) hour shift schedule shall be allowed to bid on shift preference on the basis of seniority within class. The shift selected in this manner shall remain in effect for twelve (12) months, except in cases of emergency or work load requirements.
13.4 Call-Back Policy

When an employee in the Police Department is called back to work from off duty status, the employee shall be compensated for a minimum of two (2) hours and forty-five (45) minutes pay at time and one-half (1 1/2) or actual time worked at time and one-half (1 1/2), whichever is greater. All other employees called back to work shall receive a minimum of two (2) hours pay at time and one-half (1 1/2) or actual time worked at time and one-half (1 1/2) whichever is greater. If the employee works in excess of two (2) hours call-back, the employee shall be paid for hours worked computed to the nearest quarter hours worked.

To be eligible for call-back pay, both of the following conditions must be met:

(a) The call-back must occur outside of the employee’s regular work hours; including overtime.

(b) The call-back time worked must not be contiguous to the employee’s regular work hours; including overtime.

13.5 Compensatory Time

(a) Definition. As used in this Section, the term Compensatory Time refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to or excess of their normal work schedule.

(b) Accrual. For hours in excess of forty (40) hours in a seven (7) day work period, for which the employee is in a paid status, Compensatory Time may be earned at the rate of time and one-half (1 1/2). No more than forty (40) hours of Compensatory Time may be carried on the books at any time.

(c) Use. Use of Compensatory Time shall be scheduled with due consideration for the wishes of the employee and so as to not interfere with the normal operation of City business. Approval of requests for use of Compensatory Time shall be at the sole discretion of the department head, but once approved, cannot be changed unless an emergency situation arises.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

In addition, a day appointed by the President or Governor as a public holiday shall be observed by the City.

All regular employees in positions allocated to the Police Department who are assigned to shifts (phase days) shall receive, in addition to their normal compensation, one day's pay for each of the holidays listed in Section 14.2 above, on which the employee does not work, except for the employee's birthday. Such employees required to work a holiday on a hire-back basis, shall be compensated at time and one-half (1 1/2), in addition to their normal compensation (8 hours) and paid holiday (8 hours). Such employees required to work a holiday on a regularly scheduled basis shall be compensated at time and one-half (1 1/2) overtime in addition to their normal compensation (8 hours). The maximum additional compensation subject to P.E.R.S. for working the holiday will be sixteen (16) hours.

For employees in the Police Department on a 4/10 work schedule, a holiday will be worth ten (10) hours for the purposes of compensation, until such time the City, in its sole discretion, determines that it is worth eight (8) hours. (Effective January 1, 1989).

Telecommunications personnel assigned to the Fire Department shall receive fourteen (14) days pay in lieu of holiday pay at the rate of fourteen (14) hours per month. If a holiday falls on a regularly assigned shift, it will be worked for no extra compensation.

For employees on a Monday through Friday workweek, if holidays fall on a Sunday, the following Monday shall be observed. If holidays fall on Saturday, the preceding Friday shall be observed.

For employees in the Police Department on a twenty-four (24) hour shift schedule, holidays that fall on Saturday or Sunday shall be observed on Saturday or Sunday respectively.

Birthday Holiday Leave. The department head with due consideration for the wishes of the employee, may authorize the birthday holiday to be taken within sixty (60) calendar days after the employee's birthdate.

14.3 Compensation for Holidays Worked

Prior approval for holiday work must be secured from the City Manager.
15.2 Deferred Compensation

The City will provide at no cost to the employee, deferred compensation as a supplement to voluntary deferred compensation plans, if any, for which the individual employee may be eligible. The City will contribute an amount equal to 2.5% of the employee's current base salary.

Effective January 1, 1997, the City will contribute an additional one-half percent (.5%) for a total of three percent (3%) of the employee's current base salary.

Effective January 1, 1998, the City will contribute an additional one-half percent (.5%) for a total of three and one-half percent (3.5%) of the employee's current base salary.

Effective January 1, 1999, the City will contribute an additional one-half percent (.5%) for a total of four percent (4%) of the employee's current base salary.

Effective January 1, 2000, the City will contribute an additional one-half percent (.5%) for a total of four and one-half percent (4.5%) of the employee's current base salary.

Effective January 1, 2001, the City will contribute an additional one-half percent (.5%) for a total of five percent (5%) of the employee's current base salary.

Effective January 1, 2002, the City will contribute an additional one-half percent (.5%) for a total of five and one-half percent (5.5%) of the employee's current base salary.

15.3 Uniform Allowance

Employees in the following classifications, who are required to wear uniforms, shall be paid FOUR HUNDRED DOLLARS ($400.00) per year uniform allowance, effective January 1, 1997:

- Fire Telecommunicator I/II
- Police Records Assistant I/II
- Police Telecommunicator I
- Police Telecommunicator II
- Police Telecommunicator III
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

15.4 **On-Call Duty - Animal Control Workers.** Animal Control workers who are directed to remain on call at their homes Saturday and/or Sunday or on their normal days off shall be paid at the rate of one-third (1/3) day's pay at regular time for each 24 hours of service plus one and one-half (1 1/2) time for all time which said employees are required to work during such assignment.

15.5 **Employee Educational Assistance**

The City may reimburse employees for job related coursework which has been reviewed by the employee's supervisor and approved by the employee's department and the Personnel Department.

15.6 **Mileage Expense Reimbursement**

The City will reimburse unit members, at the current Internal Revenue Service rate, to all employees utilizing their personal vehicles for City business for travel, which qualifies under the City Manager's Administrative Directive (currently FIN-010), and for other related travel expenses which qualify under the City Manager’s Administrative Directive (currently FIN-008).

15.7 **Educational Incentive Pay**

Effective January 1, 1993, employees with degrees/diplomas above and beyond that required of their position shall be provided three percent (3%) of the top step of the position. Employees are limited to no more than three percent (3%) regardless of the number of degrees/diplomas above that required of the position. If the employee promotes to a position which matches his/her diploma/degree, the three percent (3%) will no longer be paid. Experience may not substitute for education. Other formal education/training programs may substitute for the actual degree/diploma.

Between July 1, 1992, and not later than September 1, 1992, the City will meet with a representative committee of bargaining members consisting of no more than four (4) bargaining representatives, and no more than four (4) management representatives to evaluate, discuss, and identify other formal education/training programs, which may substitute for actual degrees/diplomas.

The consensus recommendation of the joint labor/management committee will be forwarded to the City Manager’s Office for review, modification, and possible approval of education/training programs, which shall substitute for formal education/training.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

(3) Regular part-time employees, who are regularly scheduled to work twenty (20) hours or more per week, shall be eligible to participate in the above health and welfare programs. However, the participating employee must first make payment to the City for the employee's share of the premium cost, prior to the City's participation. The City's share will be based on the proportion of part-time service as compared with regular full-time service.

16.2 Long Term Disability Insurance

The City shall provide, at no cost to the employee, long term disability insurance coverage. Essentially, this is an income protection plan which provides disability income for employees including:

(a) Each disability - 66 2/3% of salary.

(b) Disability income payments shall commence after the employee has utilized all sick leave benefits to which the employee may be entitled or after a thirty (30) day waiting period whichever is the longer.

(c) Benefit payable until age sixty-five (65).

16.3 Life Insurance

The City shall provide, at no cost to the employee, a term life insurance policy, equal to one (1) times the employee's annual salary.

16.4 Retirement Medical Allowance

At retirement only, an employee with fifteen (15) years of City service and who has attained the age of fifty-five (55) will be provided medical coverage consisting of hospitalization, medical, and prescription benefits for the retiree and one (1) dependent until age sixty-five (65).

16.5 Retirement Medical Supplement

Employees retiring on or after January 1, 1997, who are eligible for retirement medical allowance, which includes one (1) dependent, will continue to be covered under the City's Modified Employee Medical Plan, when they reach age sixty-five (65), as supplemental and secondary coverage to Medicare, or any other medical plan available through the employee or the employee's
17.4 **Salary Step Plan**

There shall be five (5) salary steps in each range.

The *first step* shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first step after receiving the recommendation of the department head. The same provision shall apply to hourly-paid and part-time employees.)

If a department head recommends to withhold increases to salary steps two (2) through five (5) because an employee has not achieved the level of performance required, notice must be received by the City Manager at least four weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation. Failure to abide by the above four-week limitation shall not automatically cause a step increase to be granted; however, if an employee does not receive notice by the actual anniversary date, the increase shall be automatically granted.

The *second step* shall be paid upon the satisfactory completion of the probationary period.

The *third step* shall be paid upon the satisfactory completion of one year of service at the second step.

The *fourth step* shall be paid upon the satisfactory completion of one year of service at the third step.

The *fifth step* shall be paid upon the satisfactory completion of one year of service at the fourth step and upon written recommendation of the department head.

Regardless of an employee's length of service, step advancements in any given class may be made upon recommendation of the department head with the approval of the City Manager, but not above Step No. 5 for a given range.

Salary step increases shall be effective the first day of the pay period following appointment or revision. If the date of appointment or revision is the first day of a pay period, salary step increases shall be as of that date.
Changes in an employee's salary because of promotion, demotion, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee, which date shall be as stated in the preceding paragraph.

Salary range adjustments for a classification will not set a new salary anniversary date for employees' serving in that classification.

17.5 **Salary Step After Military Leave**

All employees who have been granted military leave shall, upon their return to the City service, be entitled to the automatic salary advances within the range of their classification for the period they were in the military service.

17.6 **Salary Step When Salary Range is Increased**

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided for by the City Manager.

17.7 **Salary Step After Promotion or Demotion**

(a) When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a salary equal to, or greater than the minimum rate for the higher class, that employee shall be entitled to the next step in the salary scale of the higher class which is approximately five percent (5%) above the employee's current salary, except that the next step shall not exceed the maximum salary of the higher class.

(b) When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which demoted.

(1) If the salary of an employee is reduced for cause or disciplinary reasons, the employee shall receive the salary at the step ordered by the Appointing Authority.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

(2) If the salary of the employee is reduced through no fault of the employee (i.e., layoff), the employee shall be placed at the highest step in the lower salary range that does not exceed the employee's monthly salary immediately prior to the reduction.

(c) "Y" Rate - When an employee's classification is changed to a lower paid classification as the result of a classification study or other action, the employee may be placed on a "Y" rate. A "Y" rate means that the monthly compensation for the employee shall remain in effect until such time as further changes in the pay range of the new classification exceeds the "Y" rate.

17.8 Salary on Transfer

An employee may be transferred from a class in one department, or to a position of the same class in another department, or to a comparable class, with the approval of both the employee and department heads. In the case of a comparable class, the employee must be qualified, as determined by the Director of Personnel Services. The Director of Personnel Services, in making such a determination, must assure that the maximum salary rate for the classes in question are within two and one-half percent (2 1/2%), and shall consider, among other things, whether the employee possesses the minimum qualifications for such class, and is able to demonstrate through education, experience, or successful completion of pertinent test, that he/she is qualified for the transfer. If the transfer involves a change from the jurisdiction of one appointing authority to another, both must consent thereto.

17.9 Salary on Reinstatement

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, the salary shall not be higher than the salary at the time of employee's separation unless there has been an increase within the salary range.

17.10 Acting Pay

Any employee who is assigned in writing to work in a higher paid classification and who performs a majority of the duties of that higher position, shall receive the rate of pay at a step in the range of the higher classification which would have been received if the employee had been promoted into that classification. Such written authorization must be made by the appointing authority and must
17.13 **Salary Adjustment**

The City recognizes that there may be a need for special salary adjustments for selected classifications, as a result of recruitment problems, reclassifications, and/or organizational changes during the year. The City, in its sole discretion, may make such adjustments, but agrees to discuss such changes with the Association.

**Section 18. Voluntary Transfer**

A unit member may apply for a transfer to a position in the same or comparable classification in accordance with the City Civil Service Rules. Such request must be submitted in writing to the Personnel Services Department. The names of such unit members together with other eligible applicants, will be forwarded to the department head to fill existing vacancies. Such unit members will not be accorded any hiring preference.

**Section 19. Separability of Provisions**

In the event that any provision of this Memorandum is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum shall be null and void but such nullification shall not affect any of the other provisions of this Memorandum, all of which shall remain in full force and effect.

In the event that Federal Legislation changes the current applicability of the Fair Labor Standards Act, both parties agree to consult and/or confer on the impacts of such legislation to the extent required by law.

**Section 20. Past Practices and Existing Memoranda of Understanding**

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum.

This Memorandum shall supersede all existing Memoranda of Understanding between the City and the Association.

**Section 21. Scope of Agreement**

Except as otherwise specifically provided herein this Memorandum fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

(d) The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by Subsection (a) hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this Memorandum.

(e) The Rights of the City as set forth in Section 5 of Resolution #32,538, dated August 4, 1975, are incorporated herein by reference.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding this ___ day of December 1996.

San Joaquin Public Employees' Association, Inc.

Zegory A. Williams, S.J.P.E.A.
SUPervisor, Employee Relations

Wally Storm, S.J.P.E.A.
PRESIDENT

Kathy Franco, S.J.P.E.A.
BOARD MEMBER

Larry Ford, S.J.P.E.A.
BOARD MEMBER

Jan Gerst, S.J.P.E.A.
BOARD MEMBER

City of Stockton

DWANE MILNES
CITY MANAGER

George P. Bist, Deputy Director
EMPLOYEE RELATIONS OFFICER

Mary Ann Turner
PERSONNEL ANALYST I

Sylvia Ramirez
LABOR RELATIONS SECRETARY

APPROVED AS TO CONTENT:
DWANE MILNES, CITY MANAGER
BY: ______________________
CITY MANAGER

APPROVED AS TO FORM:
R. Thomas Harris, City Attorney
BY: ______________________
Assistant City Attorney

CITY OF Stockton

51
APPENDIX "A" (cont'd)

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2000

Effective January 1, 2000, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix:

Salary increases effective January 1, 2000, shall be equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2001

Effective January 1, 2001, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix:

Salary increases effective January 1, 2001, shall be equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2002

Effective January 1, 2002, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix:

Salary increases effective January 1, 2002, shall be equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).
ATTACHMENT A

ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF STOCKTON
AND
SAN JOAQUIN PUBLIC EMPLOYEES' ASSOCIATION (MASTER AGREEMENT)
(January 1, 1997 through December 31, 2002)

<table>
<thead>
<tr>
<th>Position Number</th>
<th>Position Title</th>
<th>Grade</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>15920</td>
<td>Community Service Officer II (New)</td>
<td>15V</td>
<td>$2220 - $2712</td>
</tr>
<tr>
<td>15963</td>
<td>Community Service Officer I (Title Change) (Same as Community Service Officer)</td>
<td>15M</td>
<td>$2062 - $2518</td>
</tr>
<tr>
<td>10394</td>
<td>Storm Water Outreach Coordinator (New)</td>
<td>10M</td>
<td>$3198 - $3906</td>
</tr>
</tbody>
</table>
WHEREAS, on December 9, 1996, by Resolution No. 96-0575, the City Council accepted and approved a Memorandum of Understanding/Master Agreement (hereafter referred to as "MOU") for the San Joaquin Public Employees' Association (now the Stockton City Employees' Association, and hereafter referred to as "SCEA") for the period commencing as of the date of execution of the MOU and ending December 31, 2002, which was subsequently amended on July 6, 1999, by Resolution No. 99-0322; and

WHEREAS, in a closed session held on February 29, 2000, the City Council consulted with and gave direction to the City Manager and the City's labor negotiator to negotiate with SCEA regarding modifications to be made to the MOU; and

WHEREAS, the City's labor negotiator met and reached a tentative agreement with SCEA regarding proposed modifications to be made to the MOU, including an extension of its term through December 31, 2008, which are summarized in Attachment "A" hereto and incorporated herein by reference; and

WHEREAS, the tentative agreement was subsequently ratified by a vote conducted on or about February 29, 2000, by SCEA's membership; and

WHEREAS, it is now necessary to amend the MOU to incorporate the modifications; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the modifications to be made to the MOU, as summarized in Attachment "A" hereto, are accepted and approved by the City Council effective March 1, 2000.

2. That the City Manager or the City Manager's designee is hereby authorized and directed to execute, on behalf of the City of Stockton, the MOU as amended.
modified, a copy of which is attached hereto as Attachment "B," and/or to take or authorize such other action as deemed necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED, AND ADOPTED [MAR - 7 2000]

GARY A. PODESTO, Mayor
of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk
of the City of Stockton
The modifications to the SCEA Memorandum of Understanding as are fully set forth in the modified version of the MOU. Some of the key provisions affecting employee salaries are as summarized below:

- **Term**
  
  Eight (8) year agreement  
  *(March 1, 2000 through December 31, 2008)*

- **Salary**
  
  80% of CPI each year (minimum 2.5% maximum 6%) for term of agreement  
  *(Effective January 1, 2001)*

- **Deferred Compensation**
  
  Convert value of City deferred compensation benefit as of January 1, 2000 to base salary  
  *(Effective March 1, 2000)*

  - Delete 1½% deferred compensation  
    *(Effective January 1, 2001)*

  - Delete ½% deferred compensation  
    *(Effective January 1, 2002)*

- **Salary Steps**
  
  Add a new Step 1 (entry level) reduced by 5%  
  *(Effective March 1, 2000)*

- **Educational Incentive Pay**
  
  Become effective only after twelve (12) months of employment  
  *(Effective March 1, 2000)*

- **Life Insurance**
  
  Increased by .5% annual salary  
  *(Effective January 1, 2001)*

- **Professional Growth Allowance**
  
  The City will provide an additional compensation of 2.5% upon completion of twelve (12) continuous years of service  
  *(Effective January 1, 2002)*

- **PERS 5% Annual Cost of Living Allowance Increase**
  
  The City will make application to PERS to provide California Government Code section 21335 (5% Annual Cost of Living Allowance Increase) as an additional PERS benefit  
  *(Effective April 1, 2003)*

- **Uniform Allowance**
  
  Additional $50 uniform allowance  
  *(Effective January 1, 2004)*

  Additional $50 uniform allowance  
  *(Effective January 1, 2008)*

  Additional $50 uniform allowance  
  *(Effective January 1, 2008)*

- **Dental**
  
  Additional $200 dental  
  *(Effective January 1, 2005)*

  Additional $200 dental  
  *(Effective January 1, 2008)*
MASTER AGREEMENT
STOCKTON CITY EMPLOYEES' ASSOCIATION
MEMORANDUM OF UNDERSTANDING

It is the purpose of this Memorandum of Understanding (hereinafter "Memorandum") to set forth the mutual understanding of the parties reached, as a result of good faith negotiations, regarding wages, hours, and other terms and conditions of employment.

The Stockton City Employees' Association, and representatives of the City of Stockton have met and conferred in good faith regarding items within the scope of representation, have exchanged freely information, opinions and proposals, and have endeavored to reach agreement on matters within the scope of representation.

This Memorandum is entered into pursuant to the Meyers Milias Brown Act (Government Code Sections 3500 et seq. and has been jointly prepared by the parties.

This Memorandum shall be presented to the City Council of the City of Stockton, as the joint recommendations of the undersigned, for the period commencing the date of execution, unless specifically stated otherwise, and ending December 31, 2008.
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

Section 1. Recognition

The Stockton City Employees' Association, (hereinafter "Association") decertified from the San Joaquin Public Employees' Association pursuant to Resolution No. 99-0099, adopted by the City Council on February 23, 1999 is the recognized employee organization for the Administrative, Clerical and Services Unit and Professional and Technical Unit.

Section 2. Association Security

2.1 Dues Deduction

(a) General. The Association may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. The Association has the exclusive privilege of dues deduction for its members.

Authorization, cancellation or modification of payroll deductions shall be made upon forms provided or approved by the City. The payroll deduction authorization shall remain in effect until cancelled or modified by the employee by written notice to the City or until the first day of the calendar month following the transfer of the employee to a unit represented by another employee organization as the representative of the unit to which the employee is assigned, or until employment with the City is terminated.

Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.

In addition to the deduction of dues, the City will deduct from the paychecks of Association members who request it premiums for group insurance and investment plans sponsored by the Association. Such deductions shall be made in one lump sum and only upon signed authorization from the employee upon a form satisfactory to the City. Such authorizations may be made or changed no more frequently than twice yearly.
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

The employee's earnings must be sufficient after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the employee organization deduction.

(b) Indemnity and Refund

The Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check-off of Association dues or premiums for benefits. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

2.2 Agency Fee

(a) Employee Rights

(1) The City and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights.

Accordingly, membership in the Association shall not be compulsory. A unit member has the right to choose, either: to become a member of the Association; or to pay to the Association a fee for representation services; or to refrain from either of the above courses of action upon the grounds set forth in Section (f).
(b) Unit Members' Obligation to Exclusive Representative

(1) A bargaining unit member who does not fall within one (1) of the exempted categories as set forth in Section (f), and who has not voluntarily made application for membership in the Association within the sixtieth (60) day following the date upon which said employee has been formally hired by the City as a bargaining unit employee, must as a condition of continued employment in the City pay to the Association a representation fee, in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Association.

(2) In the event that a unit member does not become a member of the Association or pay such fee directly to the Association, the City shall begin automatic payroll deduction. There shall be no charge to the Association for such mandatory agency fee deductions.

(3) Prior to beginning such automatic payroll deduction, the President of the Stockton Chapter of the Association will certify to the City in writing that the employee whose pay is to be affected by the deduction has: 1) refused to join the Association; and 2) has refused to tender the amount of the agency fee as defined herein; and 3) has not applied for an exemption under Section (f) herein. In addition the Association must also certify that it has provided the employee with a copy of the fee verification required by Section (e) herein.

(c) Definition of Agency Fee

(1) The agency fee collected pursuant to Section (b) above from unit members who are not members of the Association shall be an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Association for the duration of this Agreement, minus any amount which is prohibited by the Constitution because such funds pay for political or ideological purposes not related to collective bargaining.

(2) Any dispute as to the amount of the representation fee shall be resolved pursuant to the provisions of Section (h) herein.

(d) Exceptions. Unit members on leave without pay and unit members who are in laid off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth herein must be exercised within the first ten (10) work days upon return to paid status.
(e) **Annual Verification of Agency Fee by Association.** Prior to January 31 of each year and before the collection of an agency fee from any unit member pursuant to these provisions herein, the Association shall submit a written certification to the fee payers verifying that the total amount of its representation fee conforms to Section (c), and itemizing all component parts of such fee which shall provide an adequate explanation for the basis of the fee. Each year such amount shall be verified and submitted in writing to the fee payers by the Association prior to January 31. The Association will submit a copy of such verification to the Director of Personnel of the City. The parties agree that such annual verification is a condition precedent to the collection by either the City or the Association of a representation fee from a unit member.

(f) **Employees Exempted From Obligation to Pay Association**

(1) Any unit member shall be exempt from the requirements of Section (b), if such employee has a bona fide religious objection as defined by Section 3502.5 of the California Government Code to the payment of any fee in support of an Association or "employee organization" as defined in Section 3501(a) of the California Government Code.

(2) Such exempt unit member shall, as an alternative to payment of a representation fee to the Association, pay an amount equivalent to such representation fee to:

a. The Women's Center

b. United Way

c. Any charity jointly agreed in writing by the parties
(3) If a unit member desires to be exempted for reasons set forth in Section (f) herein, the unit member must first request such exemption in writing from the Association setting forth briefly the rationale for the exemption. If the Association notifies the unit member in writing that the Association will not honor the request, then the matter shall be referred automatically to a panel for determination according to the procedure set forth below. The panel shall be composed of one (1) person selected by the Association, one (1) person selected by the unit member, and an arbitrator selected by the parties chosen from a list submitted by the State of California Mediation and Conciliation Services. If either one or both parties fail to nominate a panel member, the process of hearing will continue without that party’s panel member.

(4) The panel shall first receive arguments and evidence from the unit member requesting the exemption. Thereafter the Association may present any arguments or evidence. The proceedings shall be conducted in an informal manner, and the rules of evidence will not apply. The arbitrator shall act as chair and rule on all matters before the panel, with the exception of the final determination of the panel. The panel shall prepare a written decision within fifteen (15) calendar days of the completion of the hearing, which shall be final and binding upon the parties. Any expenses of the panel shall be borne by the parties incurring them.

(5) Upon receipt of the decision of the panel, the City shall release any funds held in escrow to the Association or to the charity. Any decision by the panel shall apply for the duration of this Memorandum of Understanding.

(6) In addition, the Association may require such exempt unit member to submit proof of payment of an amount equivalent to such representation fee to one (1) of the alternative funds or organizations listed above. If the bargaining unit member has not provided payment, the City will institute deductions pursuant to Section (b) (2), and forward such monies to a charity listed in Section (f) (2).

(7) Such payments shall be made on or before January 31 of each year or no more than thirty (30) days after commencing duties for any newly hired employee.
(g) Escrow Account. If any unit member either disputes the amount of the fee or disputes whether or not an exemption was appropriately denied, the City shall deposit the fee which was deducted and place such amount into a special escrow account established by the Association for such purposes.

(h) Procedure for a Unit Member Who Contests the Amount of the Fee

(1) The parties agree that in order to provide a uniform definition of the representation fee, any disputes involving the amount of such fee shall be referred to the Association's procedure for determination, provided that the parties have first complied with the other provisions of this Section.

(2) The Association shall notify the City in writing within twenty (20) days after it becomes aware that any employee disputes the amount of the fee.

(3) The Association will verify in writing to the City that all of the conditions of Section (b)(3) have been met prior to the City's initiation of the fee deductions set forth in Section (b)(2). Thereafter, the City will notify the affected employee in writing that such deductions will commence and a copy of the Association's written verification will be attached to the City's notice. Thereafter, the City will begin the deductions.

The monies held in escrow shall be released to the appropriate party upon the rendering of a final decision by the Association's internal procedure.

(i) Payment Method/Payroll Deduction

(1) A unit member may voluntarily sign and deliver to the City a written assignment authorizing deduction of the properly established representation fee as defined in Section (c), subject to the conditions set forth elsewhere in this agreement for payroll deductions, or the amount of the fee will be deducted automatically in accordance with Section (b)(2) herein.

(2) The City is under no obligation to make payroll deductions for the periods during which a unit member is either terminated from active employment, or not on the City's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.
(3) Upon the rehiring of any unit member, or upon the recalling of any unit member from layoff status, the City will resume or initiate dues deductions for such unit member.

(j) Obligations of Parties

(1) City's Obligations

The City's obligation under this Article is to notify any unit member who has failed to comply with the provisions of this Section that, as a condition of continued employment with the City, such unit member must become an Association member, or pay a representation fee, or establish an exemption status and make payment pursuant to provisions of Sections (b) and (f) of this Agreement. Under no circumstances shall the City be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

The City will provide the name, classification, department, home address and telephone number for each new employee each month.

(2) Association's Obligations

Except as specified herein, the Association and not the City, shall be responsible for requiring unit members to fulfill obligations defined herein. It is the obligation of the Association to collect any representation fees which may be due and payable to the Association in consideration for its services as the exclusive representative of unit employees.

(k) Hold Harmless Provision

The Association shall hold the City harmless, and shall fully and promptly reimburse the City for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against the City or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any Section of this Agreement pertaining to representation fee. Such reimbursement shall include, but not be limited to, court costs, litigation expenses, and attorney's fees incurred by the City. The City shall have the right to be represented by its own attorney in any action in which it is a named party to the action. Disputes over the amount of reimbursement shall be automatically submitted to the arbitration provisions of this Memorandum, Section 10.3 (d).
2.3 Use of City Facilities

(a) The Association shall be allowed by the City department in which it represents employees' use of space on available bulletin boards for communications having to do with official Association business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

(b) Any representative of the Association shall give notice to the department head or designated representative when contacting department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Association business shall be conducted during the nonduty hours of all employees concerned. Prearrangement for routine contact may be made with individual department heads and when made shall continue until revoked by the department head.

(c) City buildings and other facilities may be made available for use by City Employees of the Association or their representatives in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

2.4 Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Association if affected by any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to negotiate if requested with the designated management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Association shall be provided with the notice described above and be given an opportunity if requested to negotiate changes to said notice with the management representatives designated by the City Manager.
2.5 Attendance at Meetings by Employees

City employees who are official representatives or unit representatives of the Association shall be given reasonable time off with pay to attend meetings with City management representatives, or be present at City hearings where matters within the scope of representation or grievances are being considered. Time spent for this purpose during the representative's scheduled hours of work shall count as hours worked. Attendance at meetings during non-work hours will not be counted as hours worked except in extraordinary circumstances as determined by the City. Such employee representatives shall submit a request for excused absence to their respective department heads, in a manner satisfactory prior to the scheduled meeting whenever possible. Except by mutual agreement the number of employees excused for such purposes shall not exceed three (3) per recognized bargaining unit.

2.6 Employee Rights

(a) Employees covered by this Memorandum shall have the right to join and to participate in the activities of the Association for purposes representation under California Government Code Section 3500 et. seq., and shall also have the right to refrain from participation of any such activities.

(b) Employees covered by this Memorandum have the right to be free from interference, intimidation, restraint, coercion, discrimination or reprisal on the part of the City, covered under California Government Code Section 3500 et. seq.

(c) The above provisions shall not be subject to the grievance procedure, herein, but shall be subject to enforcement through the established administrative procedures and the provisions for enforcement of the California Government Code Section 3500 et. seq.

2.7 Assignment of Classifications

New job classifications established by the City shall be assigned to the bargaining unit, pursuant to Section 8, (b) of the City's Employer-Employee Relations Resolutions, after providing notice and the opportunity to consult with the Association regarding such matters.
Section 3. Compliance with Federal Laws

3.1 Non-Discrimination

The City and the Association agree that there shall be no discrimination of any kind because of race, creed, color, religion, national origin, sex, disability, political affiliation or legitimate Association activity against any employee or applicant for employment; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age.

The Association shall cooperate with the City in the objective of Affirmative Action, as defined by Federal and State regulations.

3.2 Fair Labor Standards Act

The City and the Association agree to cooperate to insure compliance with provisions of the Fair Labor Standards Act.

Section 4. Probation

4.1 Purpose

The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to a position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

4.2 Original Entrance and Promotional Positions

Employees hired or promoted after the effective date of this agreement will be subject to the following: All original and promotional appointments shall be tentative and subject to probationary period of not less than twelve (12) months, unless a longer probationary period is stated in the class specification.
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

4.3 Retention/Rejection of Probationer

(a) At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Director of Personnel Services a statement in writing to such effect and stating that the retention of such employee in the service is desired. The City will make a good faith effort to notify a probationary employee two (2) weeks before the end of the probationary period whether or not permanent status is granted; however, a failure on the part of the appointing authority to file such a statement at the end of the probationary period shall constitute a rejection of the probationer as defined in Civil Service Rules.

(b) During the probationary period an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment, shall be reinstated to the position from which promoted unless charges are filed and the employee is discharged in the manner provided in Section 9 of this Memorandum and in the Civil Service Ordinance and Civil Service Rules, which are consistent therewith.

(c) If an employee is rejected from his/her probationary period, the employee shall receive the salary at the same step prior to promotion.

Section 5. Performance Evaluations

5.1 Performance evaluations shall normally be prepared in draft form and discussed with the employee prior to finalization and inclusion in the official personnel file.

Employees shall be evaluated according to the established procedures set forth in City policies. Evaluations should include, where practicable, narrative remarks to support the ratings.

Ratings of less than satisfactory in any of the major categories shall include a statement of the deficiency, suggested plans for correction, and a time frame for improvement.

Employees may respond in writing to a performance evaluation and have such response attached to their official personnel file.
5.2 If an employee does not agree with the performance evaluation, the employee may submit a written appeal to the department head raising specific issues of disagreement. The department head shall investigate the evaluation and render a written decision on all issues raised by the employee within twenty (20) working days of receipt of the appeal. If the employee is not satisfied with the department head's response, the employee may prepare a written response as described above.

5.3 The City may institute annual evaluations of unit members beyond the sixth year of employment on a department-by-department basis.

Section 6. Personnel Records

6.1 Employees covered by this Memorandum shall have the right to inspect and review the contents of their official personnel file in the Personnel Services Department or duplicate file kept in the department at "reasonable intervals" and upon prior notice and approval of the employee's immediate supervisor. This right shall not extend to letters of reference, preemployment matters, and reports concerning criminal investigations of the employee.

6.2 The City will not take any adverse action based upon any documented incident or any document, unless the unit member first receives a copy of the document and has an opportunity to respond in writing to that document. This requirement does not apply to supervisor's anecdotal records which will be kept separate from the official Personnel file or the departmental duplicate file. Such anecdotal records may be maintained for preparation of an evaluation or for notations related to potential discipline.

6.3 An employee or an official representative of the Association upon written, dated, authorization by the individual employee may seek removal of any material placed into their official file according to the City's Discipline Policy. This paragraph does not apply to records required by law to be kept, or as set forth in Section 6.1 above.

Section 7. Layoff

7.1 Layoff

Any employee may be laid off by an appointing authority in the event of the abolition of the employee's position by the City Council, or if a shortage of work or funds requires a reduction in personnel.
7.2 Layoff Scope

(a) Layoffs shall be within departments of the City.

(b) Departments of the City are defined as follows:

   (1) City Attorney
   (2) City Auditor
   (3) City Clerk
   (4) City Manager
   (5) Community Development
   (6) Finance
   (7) Fire
   (8) Housing and Redevelopment
   (9) Library
   (10) Management Information Services
   (11) Municipal Utilities
   (12) Parks and Recreation
   (13) Personnel Services
   (14) Police
   (15) Public Works

7.3 Notice of Layoff

The City will give advance written notice of at least one pay period to employees who will be laid off.

7.4 Precedence by Employment Status

No permanent employee shall be laid off while employees working in an extra help, seasonal, temporary, provisional, or probationary status are retained in the same classification as such permanent employee. The order of layoff among employees not having permanent status shall be according to the following categories:

   (a) extra help or seasonal     (c) temporary
   (b) provisional               (d) probationary

Layoffs shall be by job classification according to reverse order of seniority as determined by total service in the City, except as specified above. For the purpose of this procedure, regular part-time classes shall be considered as separate from regular fulltime classes.
The following provisions shall apply in computing total continuing service:

(a) Time spent on military leave shall count as service in the event the leave was taken subsequent to entry in the department.

(b) Time worked in an extra help, seasonal, provisional, temporary, grant or other limited term status shall not count as service.

(c) Time worked in a permanent or probationary status shall count as service.

If two (2) or more employees have the same seniority the most recent performance evaluation shall determine seniority.

(d) Regular part time employees shall not have the right to bump full-time employees.

7.5 Employee Options

Employees laid off shall have any of the following choices:

(a) Displacing the employee in the same department and in the same or a comparable classification as determined by the Director of Personnel Services as having the least (total service) seniority. This option shall be exercised before any other option.

(b) Taking a voluntary demotion within the department to a classification in which the employee had prior permanent status, thus displacing the employee working in that classification who has the least (total service) seniority. An employee "bumped" in accordance with this Section shall be laid off in the same manner as an employee whose position has been abolished.

7.6 Health and Welfare Benefits During Layoff

Permanent employees who are laid off will have an option of maintaining their existing health and welfare benefits for thirty-six (36) months (the thirty-six (36) months runs concurrently with any COBRA benefits) from the date of layoff, provided timely payments of the premiums by the employee are made to the City, according to City regulations, and provided the employee otherwise meets the requirements of Federal and State regulations.
7.7 Voluntary Layoff

When a determination has been made that a layoff will occur, regular full-time employees may elect to be voluntarily laid off regardless of their seniority status. The following provisions apply to an employee who so elects to be laid off:

(a) For payroll purposes, the employee will be treated as being on approved leave of absence without pay for up to twelve (12) months.

(b) The employee will have the option to 1) retain sick leave and/or vacation balances for up to one (1) year in anticipation of reemployment or 2) to be paid off for those leaves in accordance with applicable provisions of the Memorandum.

(c) The names of employees who elect to be voluntarily laid off will be placed on reemployment lists in accordance with Section 8.

Section 8. Reemployment

(a) The name of each employee who is laid off or reduced from a higher class as a result of layoff in accordance with Section 7 shall be placed at the head of the eligibility list for the class of positions which that employee held, and shall be given preference in filling vacancies in that class.

(b) An employee laid off in accordance with this Section shall be placed on the eligibility list or lists for any lower or comparable class or classes in the same department, provided that the appointing authority and the department head in charge of this lower or comparable class determine that the employee is competent to perform the duties thereof in strict accordance with the class specifications. This right of a laid off employee shall remain effective for two (2) years from the date of latest separation from service. Employees who are subject to a layoff will be provided by the Personnel Department a notice of their rights of reemployment and a form on which the employees are to indicate their reemployment preferences.
Employees placed on said list or lists shall be at the head of the eligibility list for the class of positions for which qualified as hereinabove set forth and shall be given preference in filling vacancies except for those persons placed on said lists or lists of reemployment in the same position previously held. Upon certification for appointment to a new position never having been held by this employee, he/she shall be subject to the probationary period provided in Section 4 of this Memorandum.

(c) Upon reemployment to the same position from which laid off or a position in which the employee held permanent status, the employee will be returned to prior status regarding seniority, merit increases, probationary period, and unused sick and vacation leave.

(d) A person on a laid off status may accept a temporary appointment without any effect on their reemployment status.

Section 9. Discipline

Disciplinary action, including discharge, suspension, reduction in pay or demotion, may be taken against any employee for cause.

An employee facing potential disciplinary action will be entitled to the following predisciplinary rights:

(a) Notice of proposed discipline.

(b) Date(s) proposed discipline will be effective.

(c) Reasons for the proposed discipline, the specific grounds and particular facts upon which the action is taken.

(d) The employee must be provided with any written materials, reports and documents upon which the action is based.

(e) Seven (7) working days in which an employee or the employee representative may respond either orally or in writing to the department head.

The Department Head upon authorization of the Director of Personnel Services may place an employee on administrative leave pending the completion of the predisciplinary process.
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

The appointing authority may discharge, suspend, reduce in pay or demote any employee in the classified service provided the City Charter provisions and the rules and regulations of the Civil Service Commission and any applicable provisions of law are followed. Such provisions allow the employee suspended, demoted or discharged to appeal such action. The employee may take only one (1) of the following actions:

(a) File no appeal.

(b) File an appeal with the Civil Service Commission within ten (10) working days of written notification of the action. The appeal will be by personal service, fax, or certified mail. (Such filing will foreclose use of the grievance procedure.)

(c) File a grievance as provided for in Section 10 within ten (10) working days by personal service, fax, or certified mail of written notification of the action.

If the employee fails to do (b) or (c) above within the prescribed time frames, these rights will have been waived.

Section 10. Grievance Procedures

10.1 Definition

A grievance is any dispute which involves the interpretation or application of those rules, regulations and resolutions which have been, or may hereafter be, adopted by the City Council to govern personnel practices and working conditions, including such rules, regulations and resolutions as may be adopted by either the City Council or the Civil Service Commission to affect Memoranda of Understanding which result from the meeting and conferring process.

10.2 Filing Deadline

No grievance involving demotion, suspension, reduction in pay, discharge or other employment penalty will be entertained unless it is filed in writing with the Director of Personnel Services within ten (10) working days of the time at which the affected employee received written notification by certified mail or personal service of such action. All other grievances must be filed within twenty (20) working days from the time the employee knew or had reason to know of the facts giving rise to the grievance.
10.3 **Grievance Processing**

(a) **Step 1 - Departmental Review.** Any employee claiming to have a grievance may discuss the complaint with such management official in the department where employed as the department head may designate. If the issue is not resolved within the department within fifteen (15) working days from the day of presentation or if the employee elects to submit the grievance directly to the Association, the procedures hereinafter specified may be invoked.

(b) **Step 2 - Director of Personnel Services Review.** If the employee is not satisfied with the response at Step 1, then the employee may appeal the grievance to the Director of Personnel Services within ten (10) working days of the receipt of written response at Step 1. Such appeal must state with particularity; 1) the specific policy, rule or provision which is alleged to have been violated; 2) the statement of facts comprising the violation; and 3) the requested remedy. The Association may file and process grievance(s) on behalf of the specifically named employee. The Director of Personnel Services shall have twenty (20) working days in which to investigate the issues and respond in writing to the appeal. No grievance may be processed under the following paragraphs which has not first been filed and investigated in accordance with this paragraph, unless the Director of Personnel Services fails to respond within the time limit.

(c) **Step 3 - The parties may mutually agree to the use of this Step prior to proceeding to Step 4, Arbitration.** Either party may with written notice within ten (10) working days of the decision of Step 2 invoke Step 3. Upon request for Step 3, the City will request a representative from the State of California Mediation and Conciliation Services to review the grievance and make non-binding recommendations to assist the parties in resolving the grievance. The Mediator will not provide any written documents and is limited to the restriction in Labor Code Section 65 and Attorney General opinions 51/183 and 68/77.
Step 4 - Arbitration. If the grievant or the Association is dissatisfied with the response at Step 2, or Step 3, if used, or if the Director of Personnel Services fails to respond within the time limit, the matter may, within twenty (20) calendar days of the Step 2 response, be referred to an arbitrator mutually selected by the parties, or, if the parties are unable to mutually agree, from a list of seven (7) arbitrators provided by the State of California Mediation and Conciliation Services. The arbitrator shall be chosen by the alternative strike method, with first choice being determined by lot. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

Effect of Decision. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto except as provided otherwise herein.

10.4 Scope of Arbitration

(a) No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in paragraph 10.1.

(b) Notwithstanding the provisions of Section 10(a) of this agreement, proposals to add to or change this Memorandum or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator selected pursuant to this Section shall have the power to amend or modify this Memorandum or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

(c) No changes in this Memorandum or interpretations thereof (except interpretations resulting from arbitration proceeding hereunder) will be recognized unless agreed to by the City Manager and the Association.
10.5 Other Provisions

If the Director of Personnel Services in pursuance of the procedures outlined above resolves a grievance which involved suspension or discharge, he may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute his judgement for the judgement of management and if the findings are that the City had such right, the arbitrator may not order reinstatement and may not assess any penalty upon the City.

Complaints which allege the employee is not being compensated in accordance with the provisions of this Memorandum shall be considered as grievances and processed pursuant to Section 10.3. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

Specified time limits may be modified only in writing. All appeals and responses must be provided in writing.

A grievant will be provided release time without loss of pay for all required meetings with management.

The provisions of this Section shall not abridge any rights to which an employee may be entitled under the City Charter, nor shall it be administered in a manner which would abrogate any power which, under the City Charter, may be within the sole province and discretion of the Civil Service Commission.

All grievances of employees in representation units represented by the Association shall be processed under this Section. If the City Charter requires that a differing option be available to the employee, no action under (d) Section 10.3 shall be taken unless it is determined that the employee is not utilizing such option.

No action under Section 10.3 shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Personnel Services will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

Section 11. Leaves

11.1 Vacation Leave

(a) Vacation Allowance. All regular employees, excluding provisional and temporary shall accrue vacation leave with pay in accordance with the following schedule:

(1) Less than one and one-half (1½) years continuous employment (80 hours/year)

(2) After one and one-half (1 1/2) to seven and one-half (7½) years continuous employment (120 hours/year)

(3) After seven and one-half (7 1/2) to fifteen (15) years continuous employment (160 hours/year)

(4) After fifteen (15) to twenty-five (25) years continuous employment (200 hours/year)

(5) Thereafter, one (1) additional day for each completed year of service in excess of twenty-five (25) years.

(6) An employee may be allowed to carry over up to 120 hours vacation more than the employee's regular vacation accrued for the preceding calendar year. However, employees may carry over vacation time in excess of the maximum allowance when such vacation accrues while remaining in a pay status during a period of illness or injury which precluded vacation credits in excess of the maximum allowed.
(7) Regular employees scheduled to work less than full-time shall receive vacation benefits on a proportional basis.

(8) Employees shall accrue vacation on a twice monthly payroll basis.

(9) Vacation accrual for Telecommunications personnel assigned to the Fire Department shall be prorated based on the above formula as applied to a fifty-six (56) hour workweek.

(b) **Vacation Scheduling.** Vacation leaves shall be scheduled so that they will not interfere with the normal operation of the City's business and with due consideration for the wishes of the employee. Each Department will reduce its scheduling practice to writing and distribute to all employees within the unit.

(c) **Vacation Allowance for Separated Employees**

(1) Upon termination of employment, a unit member shall receive payment for all accrued but unused vacation leave hours based upon the unit member's hourly base rate.

(2) An employee who has resigned in good standing and is subsequently reinstated within one (1) year from the date of resignation shall have prior service counted in determining eligibility for vacation benefits, deducting therefrom the amount of time between the date of resignation and the date of reinstatement which shall not be counted in determining eligibility.

(d) **Cash Payment Option** - An employee may elect to receive cash payment up to two (2) times per year for a maximum of eighty (80) hours of his/her accumulated vacation balance. To qualify for this sell-back benefit, an employee must have used, either in the preceding or current fiscal year, an equivalent number of vacation days to the number of sell-back days.
11.2 Sick Leave

(a) **Accrual.** All regular full-time employees, except provisional and temporary employees, shall accrue sick leave at the rate of ten (10) hours for each month of completed service.

Sick leave accrual for Telecommunications personnel assigned to the Fire Department shall be prorated based on the above formula as applied to a fifty-six (56) hour workweek.

All regular part-time employees, except provisional and temporary employees, scheduled to work less than a full month shall accrue sick leave on a prorated basis. Unused sick leave shall accumulate from year to year. Employees shall continue to accrue sick leave while off duty on authorized sick leave; provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

(b) **Usage.** Employees are entitled to sick leave pay for those days which the employee would normally have worked, to a maximum of the hours accrued, described as:

Preventive medical, dental, optical care, illness, injury or exposure to contagious disease which incapacitates the employee from performing normal work duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

(c) **Family Sick Leave.** Employees may utilize sick leave in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care. Such sick leave shall be limited, by the department head, to the time reasonably required to make other arrangements for such care.

Such leave shall be restricted to the employee's parents, spouse, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild.

(d) **Reporting Procedures for Sick Leave.** When the requirement for sick leave is known to the employee in advance of the absence, (for example, included but not limited to scheduled medical, dental or vision appointments), the employee shall request authorization for such sick leave from the department head prior to such absence.
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

If an employee is not able to report due to illness or injury, the employee shall report as soon as possible to the appropriate supervisor, but in no case more than thirty (30) minutes after the start of the work day, except for extenuating circumstances prohibiting giving notice.

Failure to notify as soon as possible and in conforming with the thirty (30) minute notification shall be cause for the following disciplinary action:

(1) For the first time in a six (6) month period, a Memorandum of Discussion.

(2) For the second time within a six (6) month period, a Letter of Reprimand.

(3) For any subsequent time within a six (6) month period, suspension from work; or at any time four (4) or more incidents occur within a six (6) month period, the employee may be discharged.

The six (6) month period will be defined as six (6) months from the most recent incident.

Any Memorandum of Discussion or Letter of Reprimand regarding failure to notify the City as provided herein, which is more than twelve (12) months old, will be removed upon the request of the employee if no additional incidents occur during the twelve (12) months period.

(e) Verification Procedures

(1) Before being paid for the use of accrued sick leave, the employee shall submit a signed statement to the department head, on a prescribed form, stating the dates and hours of absence, the reason, and such other information as is necessary for the request to be evaluated. If an employee doesn't return to work prior to the preparation of the payroll, other arrangements may be made with the department head.

(2) Doctor's Certificate or Other Proof. If an employee's illness results in an absence from work for more than three (3) consecutive days, a doctor's certificate or other reasonable proof of illness may be required.
The Director of Personnel Services may make such sick leave usage reviews and may require such additional documentation including a physician's statement as he deems necessary before approving the sick leave benefit.

(3) If the City has a reasonable basis to believe that an employee is abusing the sick leave benefit, the City or the employee's supervisor must first meet with the employee to: 1) explain the reasonable basis for the believed abuse, and 2) discuss the reasons for the employee's absence. The employee has the right to Association representation at such meeting. After such meeting, and depending on the factual circumstances, the City may:

a) Place the employee on restricted sick leave for a period of not more than four (4) months, under the direction of the Director of Personnel Services pursuant to (e)(2) above;

b) Suspend the employee without pay for up to five (5) days for abuse of sick leave; or dismissal from employment if a prior suspension involved abuse of sick leave;

c) Place the employee in an employee assistance program, if agreed to by the employee.

(f) Use of Sick Leave While on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

(1) Was hospitalized during the period for which sick leave is claimed, or

(2) Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

(g) Payment for Unused Sick Leave. Upon separation of employment by reason of death, service or disability retirement, the employee or the employee's estate will be paid fifty percent (50%) of the total unused sick leave at its current cash value.
11.3 Other Leaves With Pay

(a) **Bereavement Leave.** In the event of a death in the immediate family, an employee shall, upon request, be granted up to three (3) days bereavement leave with pay without charge to accumulated sick leave credits or vacation eligibility. The City Manager or his designee may grant an additional two (2) days bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits in cases where extensive travel is required to attend the funeral. For the purposes of this paragraph, the immediate family shall be restricted to the employee's parents, spouse, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild.

In the event of the death of a person not immediately related to an employee as defined above, the employee's department head may grant up to three (3) days bereavement leave upon request which shall be charged against the employee's sick leave credits.

(b) **Court Appearance.** Upon approval by the department head, an employee, other than a provisional or temporary employee, shall be permitted authorized absence from duty for appearance in court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

Said absence from duty, including necessary travel time, will be with full pay for each day the employee serves on the jury or testifies as a witness in a criminal case, other than as a defendant. As a condition of receiving such full pay, the employee must remit to the City, through the employee's department head, within fifteen (15) working days after receipt, all fees received except those specifically allowed for mileage and expenses.

Jury duty or witness duty appearances shall be considered as time in court. Upon being excused from court, an employee must return to work if he/she has two (2) or more hours remaining on his/her work schedule. Employees serving on jury duty during their normally scheduled days or hours off, shall be granted an equivalent number of hours off during their normal week as scheduled by the supervisor. The noticed supervisor shall monitor the hours of jury duty or witness duty attendance and ensure that said hours are considered as time worked.

Said absence from duty will be without pay when the employee appears in private litigation to which the City of Stockton is not a party.

Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the City, through the employee's department head.
Notwithstanding the foregoing, attendance in court in connection with an employee's official duties or in behalf of the City of Stockton in connection with a case in which the City of Stockton is a party, together with travel time necessarily involved, shall not be considered absent from duty within the meaning of this Section.

(c) Military Leave. An employee of the City who is a member of the National Guard or Naval Militia or a member of the reserve corps or force of the Federal Military, Naval, or Marine Service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) days in any calendar year.

All regular employees in the service of the City shall be allowed leave of absence without pay for the duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California. Said employees shall be reinstated in the position they held when they were inducted into Military Service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

In the case of a probationary employee having served a minimum probationary period of six (6) months at the time of induction, it shall be optional with the department head and the City Manager to grant regular status to said employee before induction.

All probationary employees inducted into Military Service not having served the minimum probationary period of six (6) months, or having served the minimum probationary period of six (6) months, but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency, but said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit as above specified and shall serve the balance of their probationary period before attaining the status of a regular employee.

Two or more regular employees granted military leave of absence without pay from the same position shall be reemployed according to their seniority of employment providing they are physically fit as above specified.
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

(d) Maternity Leave. Time off the job for pregnancy, childbirth and related medical conditions will be covered as required by State and Federal law and City policy consistent therewith. Employees may use sick, leave without pay, LTD, annual leave or a combination of these benefits depending on the nature of the case and the time medically required to recuperate. Generally a six (6) week recovery period after delivery is medically indicated.

11.4 Workers' Compensation Leave

(a) Workers' Compensation Benefits shall be provided in accordance with State law and schedules whenever an employee is absence from duty because of disability caused by illness or injury arising out of and in the course of employment which has been declared to be compensable under the Workers' Compensation Law.

Eligibility for Salary Continuation benefits shall be effective upon completion of the initial probationary period and shall be payable from the first day of covered absence.

(b) Payment. Workers' Compensation Leave (Salary Continuation) will be paid as follows:

Employees who have completed their probationary period shall be afforded a maximum of twelve (12) months Salary Continuation for each industrial illness or injury.

In the event employees are absent due to service connected disability, and Salary Continuation Benefits are exhausted, they may, at their option, use their accumulated sick leave or annual leave to such extent as, when added to any temporary disability indemnity receivable by them under Section 4650 et seq. of the California Labor Code, will enable them to receive full salary until their accumulated sick leave/annual leave is exhausted. In such event, their accumulated sick/annual leave will be charged only in proportion to the amount required to supplement temporary disability payments to enable the payment of full salary. Employees electing to receive such full salary in the foregoing manner, shall as a condition of such receipt, endorse to the City any temporary disability checks received by them. The City will in turn issue warrants to the employees for their full salary with normal deductions for retirement (if any), Federal and State income taxes, and any other authorized deductions.
Forms and Procedures. Salary Continuation approval will follow the same procedure as for sick leave approval. Salary Continuation payments will be contingent on the City's acceptance of the injury as compensable under Workers' Compensation Law.

If an employee exhausts all salary continuation benefits and temporary disability payments in accordance with this Section, the employee may request Leave Without Pay pursuant to Section 11.5, not to exceed a total of twelve (12) months for the entire period of absence from active duty.

11.5 Leave of Absence Without Pay

(a) Entitlement. Employees shall not be entitled to Leave of Absence Without Pay as a matter of right, but only upon the determination of the City that it is in the best interest of public service and that there is a presumption that the employee intends to return to work upon the expiration of the leave of absence. The granting of a leave of absence provides the employee the right to return to the position vacated.

(b) Approval. All leave without pay must be recommended by the department head and approved by the Director of Personnel Services. No such leave may extend beyond twelve (12) months, except in the case of absence due to job incurred disability where a determination may be made based upon the needs of public service or in the event an application for service connected disability retirement has been filed.

Leaves of absence without pay may only be approved following the expiration of entitlement of sick leave and vacation where applicable.

(c) An employee on a Leave of Absence Without Pay has an option to participate in the Health benefits by monthly prepayment of the required premium to the City.

(d) Paternal/Adoption Leave

Upon verification of a newborn, adoption of a newborn or preschooler, an employee shall be granted a six (6) week leave of absence, without pay, upon request. An employee may combine, but shall not be required to combine, any paid annual leave time with unpaid leave. In no circumstance may such leave exceed a total of six (6) weeks, unless otherwise approved by the employee's department head and Director of Personnel Services.
11.6 Absence Without Official Leave (AWOL)

(a) Refusal of Leave or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked or cancelled, or at the expiration of a leave, shall be considered an Absence Without Official Leave.

(b) Voluntary Resignation. Any employee in this bargaining unit absent without official leave for two (2) or more consecutive days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from the City of Stockton. An employee must provide a written statement to the Personnel Services Department regarding a "satisfactory explanation," within ten (10) calendar days after the City mails a notice of voluntary resignation to the employee's last known address.

Section 12. Days and Hours of Work

12.1 Workweek

a) The normal workweek for employees in this unit consists of five (5) consecutive eight (8) hour days or a total of forty (40) hours in a seven (7) day work period. Where operational requirements of a department require deviations from the present schedule, the department head with City Manager approval may institute alternate work schedules provided that such schedules conform to work period requirements of Fair Labor Standards Act.

(b) Employees occupying part-time positions shall work such hours and schedules as the department head shall prescribe.

(c) Telecommunications personnel assigned to the Fire Department will work an average of fifty-six (56) hours in a seven (7) day work period.

Pursuant to the provisions of the Fair Labor Standards Act, the City and the Association agree that bona fide sleeping periods and meal periods up to a maximum of eight (8) hours per twenty-four (24) hour period will not be counted as hours worked. If the sleeping time is interrupted by a call to duty, the time of the interruption must be counted as hours worked. If the employee does not get at least five (5) hours of sleep during the scheduled sleeping period, the entire time is hours worked. The five (5) hours of sleep need not be five (5) continuous uninterrupted hours of sleep. However, if interruptions during the sleep period are so frequent as to prevent reasonable periods of sleep totalling at least five (5) hours, the entire period would be considered hours worked.
12.2 Meal Periods and Rest Periods

Employees shall receive a one (1) hour meal period each day and fifteen (15) minute paid rest period during the first half of the work day and a second fifteen (15) minute paid rest period during the second half of the work day. Employees who exceed the time limits prescribed above for lunch and/or rest periods shall have their pay reduced accordingly.

12.3 Hourly Employees

(a) Effective the date of this Memorandum of Understanding, those employees working 19 1/2 hours a week or less (substitutes), may only work a total of 1,014 hours or less during any twelve (12) month period.

The Association will be provided with a listing of all 19 1/2 hours or less employees related to classifications within this bargaining unit. This listing will be provided quarterly.

(b) Overtime will not be worked by 19 1/2 hour or less employees (substitutes), if full-time or regular part-time employees are available for such overtime work.

12.4 Regular Part-Time Employees

(a) Regular part-time employees (those employees regularly scheduled to work 20 hours or more per week) will be provided prorated sick leave and vacation benefits according to existing practice; will be eligible to participate in health and welfare benefits on a prorated basis according to Section 16.1(b) (3) of this Memorandum and will receive merit increases based upon the proration of hours worked to the total hours in a full year of employment.

(b) The City will not employ hourly personnel in order to reduce the number of regular part-time employees which existed at the execution of this agreement.

12.5 Job Sharing

Any two permanent full-time employees within the same department holding positions in the same classification may petition their department head in writing to allow them to share one (1) of said positions.
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

The approval of a job share position shall be at the sole discretion of the City and must be approved in writing by the Director of Personnel Services prior to implementation. The entrance into and termination of such job sharing shall be at the sole discretion of the City.

Employees who request and have approved job sharing arrangements shall be entitled to the rights and benefits which accrue to regular part-time employees.

12.6 Reporting to Work

Repeated failure to report to work on time may result in appropriate discipline as set forth below:

1. For the first time in a six (6) month period, a Memorandum of Discussion.

2. For the second time within a six (6) month period, a Letter of Reprimand.

3. For any subsequent time within a six (6) month period, suspension from work; or at any time four (4) or more incidents occur within a six (6) month period, the employee may be discharged.

If an employee reports to the worksite after the designated starting time, the employee will be paid only for time actually worked; however, the employee may be allowed to utilize annual leave for lost pay, provided the employee's supervisor approves.

Any Memorandum of Discussion or Letter of Reprimand regarding tardiness which is more than six (6) months old, will be automatically sealed and can only be reopened upon court order.

12.7 Shift Bidding

Employees in the Police Department who work on a twenty-four (24) hour shift schedule shall be allowed to bid on shift preference on the basis of seniority within class. The shift selected in this manner shall remain in effect for twelve (12) months, except in cases of emergency or work load requirements.
Section 13. Overtime

13.1 Overtime Authorization

All compensable overtime must be authorized by the department head or his designated representative in advance of the overtime being worked. If prior authorization is not feasible because of emergency conditions a confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

13.2 Definition

The following provisions pertaining to authorized overtime work shall apply to those employees whose normal work period is eight (8) hours per day and forty (40) hours per week:

(a) Time worked in excess of forty (40) hours in any workweek shall be paid for at time and one-half (1 1/2) including employees employed on a per hour or per day basis or except as provided elsewhere herein.

(b) On a holiday observed by the City an employee shall be paid for a regular day plus time and one-half (1 1/2) for actual time worked not to exceed eight (8) hours including employees employed on a per hour or per day basis, or except as provided elsewhere herein.

(c) Any time worked on a holiday observed by the City in excess of eight (8) hours shall be paid for at double time and one-half (2 1/2) except for employees on a per hour or per day basis, or except as provided elsewhere herein.

(d) When the City Manager has declared a state of emergency and such action is approved by the City Council, time worked by employees shall be paid for at their straight time. Work in excess of forty (40) hours in any workweek will be paid at time and one-half (1 1/2).

13.3 Rest Period During Overtime

After each three (3) hour segment of overtime contiguous to a regular shift, an employee shall be granted a fifteen (15) minute paid rest period.
13.4 Call-Back Policy

When an employee is called back to work from off duty status, the employee shall be compensated for a minimum of two (2) hours and forty-five (45) minutes pay at time and one-half (1 1/2) or actual time worked at time and one-half (1 1/2), whichever is greater.

When authorized by the department, employees who are contacted and who provide support via telephone or modem shall be paid time and one-half (1 1/2) for time worked in fifteen (15) minute intervals. Intervals can not be compounded or overlapped.

To be eligible for call-back pay, both of the following conditions must be met:

(a) The call-back must occur outside of the employee’s regular work hours; including overtime.

(b) The call-back time worked must not be contiguous to the employee’s regular work hours; including overtime.

13.5 Compensatory Time

(a) Definition. As used in this Section, the term Compensatory Time refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to or excess of their normal work schedule.

(b) Accrual. For hours in excess of forty (40) hours in a seven (7) day work period, for which the employee is in a paid status, Compensatory Time may be earned at the rate of time and one-half (1 1/2). No more than eighty (80) hours of Compensatory Time may be carried on the books at any time.

(c) Use. Use of Compensatory Time shall be scheduled with due consideration for the wishes of the employee and so as to not interfere with the normal operation of City business. Approval of requests for use of Compensatory Time shall be at the sole discretion of the department head, but once approved, cannot be changed unless an emergency situation arises.
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

(d) Once eighty (80) hours of Compensatory Time is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period will automatically be paid. At the end of each calendar year, all Compensatory Time will be carried forward (forty (40) hours maximum), unless the employee elects to have the compensatory balance paid. Carryover Compensatory Time cannot exceed the forty (40) hours maximum.

13.6 Fire Telecommunications Overtime

The following provisions pertaining to authorized overtime work shall apply to those employees whose normal work period is not more than fifty-six (56) hours per week averaged over a twelve (12) week period.

(a) Time worked in excess of fifty-six (56) hours in any workweek shall be paid for on a straight time basis.

(b) Employees in this unit will receive no compensation for emergency overtime.

Section 14. Holidays

14.1 Qualifying for Holiday Pay

All regular employees, excluding provisional and temporary employees and employees in positions allocated to the Police Department who are assigned to shifts (phase days) shall be entitled to take all authorized holidays on full pay not to exceed eight (8) hours for any one (1) holiday.
14.2 Holidays Observed by the City

(1) January 1 New Year's Day
(2) Third Monday in January Martin Luther King, Jr.'s Birthday
(3) Second Monday in February Lincoln's Birthday
(4) Third Monday in February Washington's Birthday
(5) March 31 Cesar Chavez Day
(6) Last Monday in May Memorial Day
(7) July 4 Independence Day
(8) First Monday in September Labor Day
(9) Second Monday in October Columbus Day
(10) November 11 Veteran's Day
(11) Fourth Thursday in November Thanksgiving
(12) The Day following the Day known as Thanksgiving
(13) December 25 Christmas Day
(14) Employee's Birthday

In addition, a day appointed by the President or Governor as a public holiday shall be observed by the City.

All regular employees in positions allocated to the Police Department who are assigned to shifts (phase days) shall receive, in addition to their normal compensation, one day's pay for each of the holidays listed in Section 14.2 above, on which the employee does not work, except for the employee's birthday. Such employees required to work a holiday on a hire-back basis, shall be compensated at time and one-half (1 1/2), in addition to their normal compensation (8 hours) and paid holiday (8 hours). Such employees required to work a holiday on a regularly scheduled basis shall be compensated at time and one-half (1 1/2) overtime in addition to their normal compensation (8 hours). The maximum additional compensation subject to P.E.R.S. for working the holiday will be sixteen (16) hours.

For employees in the Police Department on a 4/10 work schedule, a holiday will be worth ten (10) hours for the purposes of compensation, until such time the City, in its sole discretion, determines that it is worth eight (8) hours. (Effective January 1, 1989).

Telecommunications personnel assigned to the Fire Department shall receive fourteen (14) days pay in lieu of holiday pay at the rate of fourteen (14) hours per month. If a holiday falls on a regularly assigned shift, it will be worked for no extra compensation.
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

For employees on a Monday through Friday workweek, if holidays fall on a Sunday, the following Monday shall be observed. If holidays fall on Saturday, the preceding Friday shall be observed.

For employees in the Police Department on a twenty-four (24) hour shift schedule, holidays that fall on Saturday or Sunday shall be observed on Saturday or Sunday respectively.

Birthday Holiday Leave. The department head with due consideration for the wishes of the employee, may authorize the birth day holiday to be taken within sixty (60) calendar days after the employee’s birthdate.

14.3 Compensation for Holidays Worked

Prior approval for holiday work must be secured from the City Manager.

Section 15. Compensation and Allowances Other Than Base Salary

15.1 Retirement Contribution Supplement

The City shall pay a total of seven percent (7%) of the employee’s current base salary and other compensation as qualified by State Law towards P.E.R.S. Such amounts will be applied to the employee’s individual account in accordance with California Government Code Section 20615.

The City's P.E.R.S. retirement plan is modified to reflect two percent (2%) at age 55, effective January 1993.

The City's P.E.R.S. retirement plan is modified to reflect Section 20930.3 (Military Service Credit as Public Service) and Section 20930.33 (Military Service Credit for Retired Persons) of the California Government Code, pursuant to Ordinance Number 009-93 adopted by the City Council on May 13, 1993.

The City will make application to provide PERS California Government Code Section 20615.5 (Employer Paid Member Contributions as Compensation) at the beginning of their last year of employment will pay their employees’ seven percent (7%) benefit cost through an automatic payroll deduction. The base salary for those employees will be increased by the same seven percent (7%) for the last twelve (12) months of employment (IRS Code 414H(2) will be concurrently implemented with PERS amendment), pursuant to Resolution Number 97-0394 adopted by the City Council on October 21, 1997.
The City will make application to provide PERS California Government Code Section 20965 (Credit for Unused Sick Leave) as added PERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.

Effective January 1, 1998, the City will make application to provide PERS California Government Code Section 21382.5 (Fourth Level of 1959 Survivor Benefits) as added PERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.

The City will make application to provide PERS California Government Code Section 21335 (5% Annual Cost of Living Allowance Increase) as added PERS benefits, to be effective upon adoption by the Stockton City Council and PERS Administration Board. The intended implementation date base year will be 2001. The first application date will be April 1, 2003.

15.2 Deferred Compensation

The City will provide at no cost to the employee, deferred compensation as a supplement to voluntary deferred compensation plans, if any, for which the individual employee may be eligible. The City will contribute an amount equal to 2.5% of the employee’s current base salary.

Effective January 1, 1997, the City will contribute an additional one-half percent (.5%) for a total of three percent (3%) of the employee’s current base salary.

Effective January 1, 1998, the City will contribute an additional one-half percent (.5%) for a total of three and one-half percent (3.5%) of the employee’s current base salary.

Effective January 1, 1999, the City will contribute an additional one-half percent (.5%) for a total of four percent (4%) of the employee’s current base salary.

Effective January 1, 2000, the City will contribute an additional one-half percent (.5%) for a total of four and one-half percent (4.5%) of the employee’s current base salary.

Effective March 1, 2000, the City’s obligation to make a deferred compensation contribution in the employees’ names above and beyond employees’ voluntary contributions shall cease. Instead, the value of this deferred compensation benefits payable as of January 1, 2000, shall be paid directly to employees as base pay. Employees may elect to defer the amount of additional pay that would be received pursuant to this section by directing that the total amount, or any portion thereof, be deposited in or distributed among any of the City’s deferred compensation plans.
15.3 **Uniform Allowance**

Employees in the following classifications, who are required to wear uniforms, shall be paid FOUR HUNDRED DOLLARS ($400.00) per year uniform allowance, effective January 1, 1997:

- Fire Telecommunicator I/II
- Police Records Assistant I/II
- Police Telecommunicator I
- Police Telecommunicator II
- Police Telecommunicator III

Effective January 1, 1998, the City shall increase the amount contributed for uniform allowance to FOUR HUNDRED TWENTY-FIVE DOLLARS ($425.00); FOUR HUNDRED AND FIFTY DOLLARS ($450.00), effective January 1, 1999; FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00), effective January 1, 2000; FIVE HUNDRED DOLLARS ($500.00), effective January 1, 2001; and FIVE HUNDRED AND FIFTY DOLLARS ($550.00), effective January 1, 2002.

One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

Employees in the following classifications, who are required to wear uniforms, shall be paid FOUR HUNDRED AND FIFTY DOLLARS ($450.00) per year uniform allowance, effective January 1, 1997:

- Animal Control Assistant
- Animal Control Officer
- Community Service Officer
- Evidence Technician
- Parking Violations Deputy
- Property Clerk
- Senior Animal Control Officer
- Senior Community Service Officer
- Senior Evidence Technician
- Vehicle Abatement Specialist

Effective January 1, 1998, the City shall increase the amount contributed for uniform allowance to FOUR HUNDRED SEVENTY-FIVE DOLLARS ($475.00); FIVE HUNDRED DOLLARS ($500.00), effective January 1, 1999; FIVE HUNDRED TWENTY-FIVE DOLLARS ($525.00), effective January 1, 2000; FIVE HUNDRED AND FIFTY DOLLARS ($550.00), effective January 1, 2001; and FIVE HUNDRED AND SEVENTY-FIVE DOLLARS ($575.00), effective January 1, 2002.
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

The City shall increase the amount contributed for uniform allowance to the above classifications by FIFTY DOLLARS ($50.00) effective January 1, 2004, an additional FIFTY DOLLARS ($50) effective January 1, 2006, and an additional FIFTY DOLLARS ($50.00) effective January 1, 2008.

One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

15.4 **On-Call Duty.** Employees who are directed to remain on call on their normal days off shall be paid at the rate of four (4) hours pay at regular time for each 24 hours of on-call service plus one and one-half (1 1/2) time for all time which said employees are required to work during such assignment. On-call periods of less than 24 hours shall be prorated to the equivalent of four (4) hours pay at regular time.

15.5 **Employee Educational Assistance**

The City may reimburse employees for job related coursework which has been reviewed by the employee's supervisor and approved by the employee's department and the Personnel Department.

15.6 **Mileage Expense Reimbursement**

The City will reimburse unit members, at the current Internal Revenue Service rate, to all employees utilizing their personal vehicles for City business for travel which qualifies under the City Manager's Administrative Directive (currently FIN-010), and for other related travel expenses which qualify under the City Manager's Administrative Directive (currently FIN-008).

15.7 **Educational Incentive Pay**

Effective March 1, 2000, Educational Incentive Pay shall be available only to those employees who have completed twelve (12) months of continuous employment.

Effective January 1, 1993, employees with degrees/diplomas above and beyond that required of their position shall be provided three percent (3%) of the top step of the position. Employees are limited to no more than three percent (3%) regardless of the number of degrees/diplomas above that required of the position. If the employee promotes to a position which matches his/her diploma/degree, the three percent (3%) will no longer be paid. Experience may not substitute for education. Other formal education/training programs may substitute for the actual degree/diploma.
Between July 1, 1992, and not later than September 1, 1992, the City will meet with a representative committee of bargaining members consisting of no more than four (4) bargaining representatives, and no more than four (4) management representatives to evaluate, discuss, and identify other formal education/training programs, which may substitute for actual degrees/diplomas.

The consensus recommendation of the joint labor/management committee will be forwarded to the City Manager's Office for review, modification, and possible approval of education/training programs, which shall substitute for formal education/training.

For employees in job classifications requiring a Masters degree, those employees who possess a double Masters shall be eligible for three percent (3%) educational incentive pay.

15.8 Professional Growth

Effective January 1, 2002, the City shall pay each employee who completes twelve (12) continuous years of service with the City, two and one-half percent (2.5%) of the top salary step of the employee's pay range to the employee as a professional growth allowance.

Section 16 Insurance Plans

16.1 Health and Welfare Benefits

(a) The City will provide for hospitalization, medical, dental/orthodontic, vision, and prescription benefits as designated by the City of Stockton. The premiums for these coverages for employees and their eligible dependents shall be paid by the City. The City's medical plan benefits are as described in the Modified Employee Medical Plan, effective January 1, 1993 (attached).

Continuation of the Modified Employee Medical Plan, at no cost to employee, for the term of the agreement (March 1, 2000 - December 31, 2008).

Effective January 1, 1997, the orthodontic benefits coverage will increase from ONE THOUSAND DOLLARS ($1,000.00) to TWO THOUSAND DOLLARS ($2,000.00) lifetime maximum.

Effective January 1, 2005, an additional TWO HUNDRED DOLLARS ($200.00) will be added to the annual dental maximum for a total of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00).
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

Effective January 1, 2008, an additional TWO HUNDRED DOLLARS ($200.00) will be added to the annual dental maximum for a total of ONE THOUSAND FOUR HUNDRED DOLLARS ($1,400.00).

(b) Provisional and temporary employees are not eligible for any of the above benefits, and regular employees are eligible only as follows:

(1) Regular employees shall become eligible for hospitalization and medical care benefits on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees must enroll eligible dependents within thirty (30) days of eligibility.

(2) Regular employees shall become eligible for dental care benefits, including orthodontics, on the first day of the month subsequent to completion of sixty (60) days of continuous service with the City.

(3) Regular part-time employees, who are regularly scheduled to work twenty (20) hours or more per week, shall be eligible to participate in the above health and welfare programs. However, the participating employee must first make payment to the City for the employee's share of the premium cost, prior to the City's participation. The City's share will be based on the proportion of part-time service as compared with regular full-time service.

16.2 Long Term Disability Insurance

The City shall provide, at no cost to the employee, long term disability insurance coverage. Essentially, this is an income protection plan which provides disability income for employees including:

(a) Each disability - 66 2/3% of salary.

(b) Disability income payments shall commence after the employee has utilized all sick leave benefits to which the employee may be entitled or after a thirty (30) day waiting period whichever is the longer.

(b) Benefit payable until age sixty-five (65).

16.3 Life Insurance

The City shall provide, at no cost to the employee, a term life insurance policy, equal to one and one-half (1 ½) times the employee's annual salary.
16.4 Retirement Medical Allowance

The City will contribute all premiums necessary for the purpose of providing hospital-medical and prescription benefits for each City employee who has retired. Such coverage shall include one (1) dependent and shall be determined as follows:

(1) Normal Service Retirement

Eligibility for the allowance provided by this Section is limited to employees who are retired subsequent to March 1, 2000, with fifteen (15) years of City service and who have retired at age fifty (50) or later. Such allowance shall terminate at age sixty-five (65).

(2) Disability Retirement

Eligibility for the allowance provided by this Section is limited to employees who have retired subsequent to March 1, 2000, and such allowance shall be limited to a maximum of fifteen (15) years or the attainment of age sixty-five (65), whichever occurs first.

16.5 Retirement Medical Supplement

Employees retiring on or after January 1, 1997, who are eligible for retirement medical allowance, which includes one (1) dependent, will continue to be covered under the City’s Modified Employee Medical Plan, when they reach age sixty-five (65), as supplemental and secondary coverage to Medicare, or any other medical plan available through the employee or the employee’s spouse. The affected employee shall be responsible for paying any associated costs for Medicare coverages Part A and B.

Section 17. Salaries

17.1 Salary Ranges

The salary ranges for all employees in the aforementioned representation unit will be as set forth in Appendix "A," which are attached hereto and made a part hereof. The rates of pay set forth in Appendix "A," represent for each classification the standard rate of pay for full-time employment, unless the schedule specifically indicates otherwise.

The rates of pay set forth in Appendix "A," do not include reimbursement for actual and necessary expenses for traveling, subsistence, and general expenses authorized and incurred incident to City employment.
17.2 **Salary Upon Appointment**

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be minimum salary for the class to which that employee is appointed. When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary for the class to which that employee is appointed. Such a salary may not be more than the maximum salary for the class to which the employee is appointed.

17.3 **Salary Equivalents**

Any monthly, daily or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases when such a conversion is appropriate. In determining equivalent amounts on different time bases, the City shall provide tables or regulations for the calculation of payment for service of less than full-time, and for use converting monthly salaries to hourly rates, as well as for calculating hourly rates. Overtime rate and premium pay shall be calculated according to the provisions of the Fair Labor Standards Act.

17.4 **Salary Step Plan**

There shall be six (6) salary steps in each range.

The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first step after receiving the recommendation of the department head. The same provision shall apply to hourly-paid and part-time employees.)

If a department head recommends to withhold increases to salary steps two (2) through six (6) because an employee has not achieved the level of performance required, notice must be received by the City Manager at least four weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation. Failure to abide by the above four week limitation shall not automatically cause a step increase to be granted; however, if an employee does not receive notice by the actual anniversary date, the increase shall be automatically granted.

The second step shall be paid upon the satisfactory completion of the probationary period.

The third step shall be paid upon the satisfactory completion of one year of service at the second step.

The fourth step shall be paid upon the satisfactory completion of one year of service at the third step.
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

The fifth step shall be paid upon the satisfactory completion of one year of service at the fourth step and upon written recommendation of the department head.

The sixth step shall be paid upon the satisfactory completion of one year of service at the fifth step and upon written recommendation of the department head.

Regardless of an employee's length of service, step advancements in any given class may be made upon recommendation of the department head with the approval of the City Manager, but not above Step No. 6 for a given range.

Salary step increases shall be effective the first day of the pay period following appointment or revision. If the date of appointment or revision is the first day of a pay period, salary step increases shall be as of that date.

Changes in an employee's salary because of promotion, demotion, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee, which date shall be as stated in the preceding paragraph.

Salary range adjustments for a classification will not set a new salary anniversary date for employees' serving in that classification.

17.5 Salary Step After Military Leave

All employees who have been granted military leave shall, upon their return to the City service, be entitled to the automatic salary advances within the range of their classification for the period they were in the military service.

17.6 Salary Step When Salary Range is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided for by the City Manager.
17.7 Salary Step After Promotion or Demotion

(a) When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a salary equal to, or greater than the minimum rate for the higher class, that employee shall be entitled to the next step in the salary scale of the higher class which is approximately five percent (5%) above the employee's current salary, except that the next step shall not exceed the maximum salary of the higher class.

(b) When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which demoted.

(1) If the salary of an employee is reduced for cause or disciplinary reasons, the employee shall receive the salary at the step ordered by the Appointing Authority.

(2) If the salary of the employee is reduced through no fault of the employee (i.e., layoff), the employee shall be placed at the highest step in the lower salary range that does not exceed the employee's monthly salary immediately prior to the reduction.

(c) "Y" Rate - When an employee's classification is changed to a lower paid classification as the result of a classification study or other action, the employee may be placed on a "Y" rate. A "Y" rate means that the monthly compensation for the employee shall remain in effect until such time as further changes in the pay range of the new classification exceeds the "Y" rate.

17.8 Salary on Transfer

An employee may be transferred from a class in one department, or to a position of the same class in another department, or to a comparable class, with the approval of both the employee and department heads. In the case of a comparable class, the employee must be qualified, as determined by the Director of Personnel Services. The Director of Personnel Services, in making such a determination, must assure that the maximum salary rate for the classes in question are within two and one-half percent (2 1/2%), and shall consider, among other things, whether the employee possesses the minimum qualifications for such class, and is able to demonstrate through education, experience, or successful completion of pertinent test, that he/she is qualified for the transfer. If the transfer involves a change from the jurisdiction of one appointing authority to another, both must consent thereto.
17.9 Salary on Reinstatement

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, the salary shall not be higher than the salary at the time of employee's separation unless there has been an increase within the salary range.

17.10 Acting Pay

Any employee who is assigned in writing to work in a higher paid classification and who performs a majority of the duties of that higher position, shall receive the rate of pay at a step in the range of the higher classification which would have been received if the employee had been promoted into that classification. Such written authorization must be made by the appointing authority and must be made prior to the effective date of the acting assignment. Compensation for acting pay will be based on each full shift worked.

Time in acting status does not normally qualify an employee for future step increases.

17.11 Special Assignment Pay

The City Manager may approve additional compensation in an amount not to exceed one additional salary step for individuals assigned for the duration of special assignment to additional duties, responsibilities or hours.

17.12 Salary Step Plan - Pay Equity Implementation

The recommendations contained in the Classification/Pay Equity Study shall be implemented in the following manner, effective February 1, 1988.

(a) Regardless of an employee's current salary step, if his/her salary range has been increased, the employee will be placed at a step in the new salary range that provides for the same salary. If there is no equivalent salary, placement shall be at the next highest step.

(b) Employees who are not at the top step of their current salary range will be able to count the time since their last step increase in their current step towards step increase in the new salary range. Employees at the top step of their current salary range will have an anniversary date of February 1, 1989, and every year thereafter, until they reach the top step of the new range.
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

(c) Employees at Step 5 of their salary range prior to implementation of the Pay Equity Study will automatically receive annual step increases in the new salary ranges created through such implementation. Employees not at Step 5 of their salary range prior to implementation of the Pay Equity Study will receive annual step increases in the new salary ranges created through such implementation upon satisfactory completion of one (1) year of service.

(d) The retroactive application of this Section will apply only to those employees on City payroll on January 5, 1989.

17.13 Salary Adjustment

The City recognizes that there may be a need for special salary adjustments for selected classifications, as a result of recruitment problems, reclassifications, and/or organizational changes during the year. The City, in its sole discretion, may make such adjustments, but agrees to discuss such changes with the Association.

Section 18. Voluntary Transfer

A unit member may apply for a transfer to a position in the same or comparable classification in accordance with the City Civil Service Rules. Such request must be submitted in writing to the Personnel Services Department. The names of such unit members together with other eligible applicants, will be forwarded to the department head to fill existing vacancies. Such unit members will not be accorded any hiring preference.


In the event that any provision of this Memorandum is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum shall be null and void but such nullification shall not affect any of the other provisions of this Memorandum, all of which shall remain in full force and effect.

In the event that Federal Legislation changes the current applicability of the Fair Labor Standards Act, both parties agree to consult and/or confer on the impacts of such legislation to the extent required by law.
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

Section 20. Past Practices and Existing Memoranda of Understanding

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum.

This Memorandum shall supersede all existing Memoranda of Understanding between the City and the Association.

Section 21. Scope of Agreement

Except as otherwise specifically provided herein this Memorandum fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. Neither party shall, during the term of this Memorandum, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

Section 22. Duration of Agreement

This Memorandum shall be effective the date of execution, and shall remain in full force and effect to and including the 31st day of December 2008, and shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of January 2009, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum.
Section 23. Maintenance of Operations/City Rights

(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented thereby agrees that from the date of execution through and inclusive of June 30, 2008, or six (6) months following receipt of a notice of request for reopening of this Memorandum by either party consistent with provisions of Section 22, or six months following the date of mutual agreement to reopen the Memorandum consistent with Section 21, the Association or any person acting in its behalf, or each employee in a classification represented by the Association, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, or refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

(b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction, that the employee is, or has, engaged in any activity prohibited by Subsection (a) of this Section. The City may take other action, which it deems appropriate.

(c) If the City Council, by majority vote, determines to its satisfaction, that Subsection (a) of this Section has been violated by the Association, the City may take such remedial action as it deems appropriate.

(d) The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by Subsection (a) hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this Memorandum.

(e) The Rights of the City as set forth in Section 5 of Resolution #32,538, dated August 4, 1975, are incorporated herein by reference.
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding this 7th day of March 2000.

Stockton City Employees' Association

CITY OF STOCKTON

WALLY STORM, SCEA PRESIDENT

DWANE MILNES CITY MANAGER

MARY MAZZERA MORLEY BOARD MEMBER

GEORGE F. BIST, DEPUTY DIRECTOR/EMPLOYEE RELATIONS OFFICER

KATHY FRANCO, SCEA BOARD MEMBER

LEHUA MACIAS LABOR RELATIONS SECRETARY

LARRY FORD, SCEA Sacea BOARD MEMBER

APPROVED AS TO CONTENT:

DWANE MILNES, CITY MANAGER

APPROVED AS TO FORM:

RICHARD K. DENHALTER CITO ATTORNEY

CITY MANAGER

CITY ATTORNEY
APPENDIX "A"

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2001

Effective January 1, 2001, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix:

Salary increases effective January 1, 2001, shall be equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2002

Effective January 1, 2002, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix:

Salary increases effective January 1, 2002, shall be equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2003

Effective January 1, 2003, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix:

Salary increases effective January 1, 2003, shall be equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

APPENDIX "A" (cont’d)

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2004

Effective January 1, 2004, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix:

Salary increases effective January 1, 2004, shall be equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2005

Effective January 1, 2005, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix:

Salary increases effective January 1, 2005, shall be equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2006

Effective January 1, 2006, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix:

Salary increases effective January 1, 2006, shall be equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).
MEMORANDUM OF UNDERSTANDING (SCEA MASTER AGREEMENT)

APPENDIX "A" (cont'd)

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2007

Effective January 1, 2007, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix:

Salary increases effective January 1, 2007, shall be equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

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DATE: April 27, 2000

TO: KATHERINE GONG MEISSNER, City Clerk
FROM: LAUREN P. THOMASSON, Deputy City Attorney

RE: MASTER AGREEMENT/MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND STOCKTON CITY EMPLOYEES ASSOCIATION

Attached is a fully executed agreement dated March 7, 2000. Said agreement was authorized by City Council Resolution No. 00-0087, adopted on March 7, 2000.

Please retain said agreement in the City's official files.

RICHARD K. DENHALTER
CITY ATTORNEY

By: LAUREN P. THOMASSON
DEPUTY CITY ATTORNEY

LPT:plc

Attachment

cc: Finance Dept. (Attn: Judy Ng)
Personnel Dept. (Attn: Lehua Macias)
Stockton City Employees Association
 c/o Personnel Dept.
DATE: April 27, 2000

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cc: .Finance Dept. (Attn: Judy Ng)
Personnel Dept. (Attn: Lehua Macias)
Stockton City Employees Association
 c/o Personnel Dept.
December 9, 2008

TO: HONORABLE MAYOR and CITY COUNCIL
FROM: DIANNA R. GARCIA, Director of Human Resources

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON CITY EMPLOYEES' ASSOCIATION

RECOMMENDATION

Adopt a resolution authorizing the City Manager to approve and execute the Memorandum of Understanding (Exhibit 1), including Appendix A (City of Stockton Modified Employee Medical Plan-Benefit Recap) and Appendix B (City of Stockton 2007 Classification and Compensation Study), between the City of Stockton and the Stockton City Employees' Association representing the wages, hours, and other terms and conditions of employment for the Administrative, Clerical and Services Unit and the Professional and Technical Unit, effective January 1, 2009, through June 30, 2014.

SUMMARY

During the period May 8, 2008 through September 12, 2008, the Director of Human Resources, in her capacity as the Employee Relations Officer, met and conferred in good faith with the officials of the Stockton City Employees' Association, representing the interests of employees represented by the Administrative, Clerical, and Services Unit and the Professional and Technical Unit on the wages, hours, and other terms and conditions of employment.

On September 19, 2008, the City of Stockton and the Stockton City Employees' Association reached a tentative agreement, reduced the agreement to writing, which agreement was ratified by the members of the Administrative, Clerical and Services Unit and the Professional and Technical Unit on or about October 12, 2008, and are presenting the written agreement to the City Council for approval and adoption in accordance with the Meyers-Milias-Brown Act (Gov. Code §§ 3500, et seq.).
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON CITY EMPLOYEES' ASSOCIATION

December 9, 2008

FY 2011/2012, effective July 1, 2013, minimum 2.5%, maximum 7.0%
FY 2012/2013, effective June 30, 2014, minimum 2.5%, maximum 7.0%

(a) In the event the City of Stockton agrees to a higher percentage than ninety percent (90%) for any other employee organization or group for determination of salary adjustments, the City of Stockton shall notify the Stockton City Employees' Association and the higher percentage shall also apply to the Stockton City Employees' Association when determining salary adjustments (i.e., percentage increase shall match other employee labor groups); and

(b) In the final year of the Memorandum of Understanding, the salary increase shall be paid effective June 30, 2014, as described herein, or as amended by the parties during the re-opener period in July 2011; and

(c) Effective January 1, 2009, salary increases shall no longer be fitted to the City of Stockton Salary Schedule Matrix, as set forth in the City of Stockton’s Salary Schedule.

3. Classification and Compensation Study. Effective January 1, 2009, the City of Stockton shall implement one half (1/2) of the amount shown from the City of Stockton 2007 Classification and Compensation Study (Appendix B), which shall be added to the employee’s base salary of the affected classifications. Effective January 1, 2010, the remaining one-half (1/2) of the dollar amount shown on Appendix B shall be added to the employee’s base salary of the affected classifications.

The City of Stockton shall conduct a Classification and Compensation Study based on July 1, 2011, classification and compensation data; however, the City of Stockton shall have no obligation to implement the survey data findings. The data gathered shall be used for information and discussion purposes between the City of Stockton and the Stockton City Employees’ Association during the re-opener period in July 2011 of the labor agreement.

4. GASB-45 Liability/Retiree Medical Trust. Once established, all employees appointed by the City of Stockton on or after January 1, 2009, shall participate in the Retiree Medical Trust, which includes an employer contribution not to exceed two percent (2.0%) of employee's base salary, and an employee contribution not to exceed three percent (3.0%) of employee's base salary for a total of five percent (5.0%).
employee's base salary toward the employee's deferred compensation account; and effective July 1, 2013, two percent (2.0%) of the employee's base salary toward the employee's deferred compensation account. The City of Stockton's paid contribution shall be in addition to the employee's voluntary deferred compensation contribution.

11. **Reopener Clause.** Effective July 1, 2011, the City of Stockton and the Stockton City Employees' Association mutually agree to reopen the labor agreement to specifically revisit and discuss: (1) Enhanced Retirement Pension Plans (i.e., 2.7% at age 55, and 3.0% at age 60); (2) Application of the Revenue Growth Formula; and (3) Employee Contribution toward Healthcare.

12. **Work Furloughs.** In fiscal year 2008/2009, the members of the Stockton City Employees' Association shall participate in a mandatory work furlough (leave from work without pay), wherein 80 furlough hours is deducted from each member's regular hourly rate of pay from October 22, 2008, and June 30, 2009.

In fiscal year 2009/2010, and based on defined economic conditions (i.e., City of Stockton revenue growth assumptions are 2.5% or less), the members of the Stockton City Employees' Association shall participate in a mandatory work furlough (leave from work without pay), wherein 96 furlough hours will be deducted from each member's regular hourly rate of pay from July 1, 2009, and June 30, 2010.

The Stockton City Employees' Association has executed the contract, along with the City's Employee Relations Officer and her bargaining team, and the City Attorney has approved the contract as to form. Staff requests that the City Council authorize the City Manager to execute the contract, and all appendices thereto, to be effective January 1, 2009.

**FINANCIAL SUMMARY**

Approval of the Memorandum of Understanding for the Administrative, Clerical and Services Unit and the Professional and Technical Unit will result in approximately $650,000 in savings in FY 2008-09 and an average $4,400,000 in additional payroll expenses in each of the remaining fiscal years in the contract. The estimated savings in FY 2008-09 is incorporated into the Addendum to the 2008-09 Annual Budget. The payroll expenses in future fiscal years will be incorporated into budget projections and City's Annual budgets as they are developed and approved. These expenses will be paid by all City funding sources. The approximate share by funding source is as follows:
Resolution No. 08-0481

STOCKTON CITY COUNCIL


From May 8, 2008, through September 12, 2008, the Director of Human Resources, in her capacity as the Employee Relations Officer, along with the negotiating team met and conferred with officials of the Stockton City Employees' Association, the representative of employees in the Administrative, Clerical, and Services Unit and the Professional and Technical Unit, on wages, hours, and other terms and conditions of employment. The parties reached a tentative agreement on September 19, 2008, and reduced the agreement to writing. The employee units ratified the written agreement on or about October 12, 2008, by a majority vote of the members; and

The City of Stockton and the Stockton City Employees' Association, representing the Administrative, Clerical, and Services Unit and the Professional and Technical Unit, have in good faith completed their meet and confer obligation regarding wages, hours, and other terms and conditions of employment for the period of January 1, 2009, through June 30, 2014; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the Memorandum of Understanding between the City of Stockton and the Administrative, Clerical, and Services Unit and the Professional and Technical Unit of the Stockton City Employees' Association, attached and made a part hereof by this reference, is hereby approved and adopted.

2. That the City of Stockton Modified Employee Medical Plan – Benefits Recap (Appendix A) and the City of Stockton 2007 Classification and Compensation Study (Appendix B), both attached to the Memorandum of Understanding and made a part thereof by this reference, are hereby approved and adopted.

3. That the City Manager is hereby authorized and directed to execute the Memorandum of Understanding, including the applicable Appendices, on behalf of this legislative body in accordance with Government Code sections 3500, et seq., to be effective January 1, 2009, through, and including June 30, 2014.

CITY ATTY REVIEW
DATE 12/1/08
MEMORANDUM OF UNDERSTANDING

STOCKTON CITY EMPLOYEES' ASSOCIATION
MASTER AGREEMENT
# CONTENTS

**ARTICLE 1. RECOGNITION** ................................................................. 1

**ARTICLE 2. ASSOCIATION SECURITY** ............................................. 2  
  2.1 Dues Deduction ................................................................. 2  
  2.2 Agency Fee ................................................................. 3  
  2.3 Use of City Facilities ..................................................... 7  
  2.4 Advance Notice ............................................................... 8  
  2.5 Attendance at Meetings by Employees ................................... 8  
  2.6 Employee Rights ............................................................ 8  
  2.7 Assignment of Classifications ........................................... 9

**ARTICLE 3. NON-DISCRIMINATION** .............................................. 10

**ARTICLE 4. PROBATION** .............................................................. 11  
  4.1 Purpose ................................................................. 11  
  4.2 Original Entrance and Promotional Positions ....................... 11  
  4.3 Retention/Rejection of Probationer ..................................... 11

**ARTICLE 5. PERFORMANCE EVALUATIONS** .................................. 12  
  5.1 Preparation of Draft and Discussion with Employee ............... 12  
  5.2 Employee Disagreement with Rating ................................... 12  
  5.3 Annual Evaluations ....................................................... 12

**ARTICLE 6. PERSONNEL RECORDS** ........................................... 13  
  6.1 Inspection ................................................................. 13  
  6.2 Review and Response Before Adverse Action ......................... 13  
  6.3 Request for Removal of Records ....................................... 13

**ARTICLE 7. LAYOFF** ................................................................... 14  
  7.1 Layoff ............................................................................. 14  
  7.2 Layoff Scope ..................................................................... 14  
  7.3 Notice of Layoff ............................................................. 14  
  7.4 Precedence by Employment Status ..................................... 15  
  7.5 Order of Layoff and Employee Options ............................... 15  
  7.6 Health and Welfare Benefits During Layoff ......................... 16  
  7.7 Voluntary Layoff ............................................................ 16
ARTICLE 14. HOLIDAYS .......................................................... 42
14.1 Qualifying for Holiday Pay ........................................... 42
14.2 Holidays Observed by the City ................................. 42
14.3 Compensation for Holidays Worked ...................... 43

ARTICLE 15. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY .... 44
15.1 Retirement Contribution Supplement ..................... 44
15.2 Deferred Compensation ........................................... 45
15.3 Uniform Allowance .................................................. 45
15.4 Standby Duty Pay .................................................... 46
15.5 Call-Back Pay ......................................................... 46
15.6 Employee Educational Assistance ........................... 46
15.7 Mileage Expense Reimbursement ......................... 47
15.8 Educational Incentive Pay ......................................... 47
15.9 Longevity Pay ......................................................... 47
15.10 Voluntary Court Standby ....................................... 47
15.11 Bilingual Pay ........................................................ 47
15.12 Emergency Medical Services (EMS) Dispatcher Accreditation Pay ............... 48

ARTICLE 16. INSURANCE PLANS ........................................... 49
16.1 Health, Dental, Vision, and Prescription Benefits ......... 49
16.2 Long Term Disability Insurance ............................... 49
16.3 Life Insurance ........................................................ 50
16.4 Retirement Medical Allowance for Bargaining Unit Employees Hired Prior to January 1, 2009 ........................................ 50
16.5 Retirement Medical Supplement for Bargaining Unit Employees Hired Prior to January 1, 2009 ........................................ 50
16.6 Defined Contribution for Retiree Medical for Bargaining Unit Employees Hired on or After January 1, 2009 ............................ 50
16.7 Retiree Medical Trust for Unit Members Hired on or After January 1, 2009 ... 51

ARTICLE 17. SALARIES .......................................................... 52
17.1 Salary Adjustments ................................................... 52
17.2 Salary Upon Appointment ......................................... 53
17.3 Salary Equivalents ................................................... 53
17.4 Salary Step Plan ....................................................... 54
17.5 Salary Step After Military Leave ............................... 54
17.6 Salary Step When Salary Range Is Increased ............... 55
17.7 Salary Step After Promotion or Demotion .................. 55
17.8 Salary on Transfer .................................................... 55
17.9 Salary on Reinstatement ............................................ 56
17.10 Acting Pay ........................................................... 56
ARTICLE 1. RECOGNITION

(a) The Stockton City Employees' Association, (hereinafter the "Association" or "SCEA") decertified from the San Joaquin Public Employees' Association pursuant to Resolution No. 99-0099, adopted by the City Council on February 23, 1999.

(b) The Association is the exclusively recognized employee organization having the right to represent employees of the following bargaining units with the City of Stockton:

   (1) Administrative, Clerical and Services Unit; and

   (2) Professional and Technical Unit

(c) Any City of Stockton employee employed in one of these bargaining units is referred to in this Memorandum of Understanding as a "bargaining unit employee."

(d) The Association, and representatives of the City of Stockton have met and conferred in good faith regarding items within the scope of representation, have exchanged freely information, opinions and proposals, and have endeavored to reach agreement on matters within the scope of representation.

(e) This Memorandum is entered into pursuant to the Meyers-Millas-Brown Act (Government Code Sections 3500 et seq.) and has been jointly prepared by the parties.

(f) This Memorandum shall be presented to the City Council of the City of Stockton, as the joint recommendations of the undersigned, for the period commencing the date of execution, unless specifically stated otherwise, and ending June 30, 2014.
ARTICLE 2. ASSOCIATION SECURITY

2.1 Dues Deduction

(a) General

(1) The Association may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. The Association has the exclusive privilege of dues deduction for its members.

(2) Authorization, cancellation or modification of payroll deductions shall be made upon forms provided or approved by the City. The payroll deduction authorization shall remain in effect until cancelled or modified by the employee by written notice to the City or until the first day of the calendar month following the transfer of the employee to a unit represented by another employee organization as the representative of the unit to which the employee is assigned, or until employment with the City is terminated.

(3) Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.

(4) In addition to the deduction of dues, the City will deduct from the paychecks of Association members who request it premiums for group insurance and investment plans sponsored by the Association. Such deductions shall be made in one lump sum and only upon signed authorization from the employee upon a form satisfactory to the City. Such authorizations may be made or changed no more frequently than twice yearly.

(5) The employee's earnings must be sufficient after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a nonpaid status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a nonpaid status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the employee organization deduction.

(b) Indemnity and Refund

The Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of Association dues or premiums for benefits. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.
2.2 Agency Fee

(a) Employee Rights

(1) The City and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights.

(2) Accordingly, membership in the Association shall not be compulsory. A bargaining unit employee has the right to join the Association as a member, not join the Association but instead pay the Association an agency fee for representation services, or to refrain from either of the above courses of action if qualifying as a religious/conscientious objector as described in Article 2.2, Section (f).

(b) Bargaining Unit Employees’ Obligation to Exclusive Representative

(1) A bargaining unit employee who does not fall within one of the exempted categories as set forth in Article 2.2, Section (f), and who has not voluntarily made application for membership in the Association within the sixtieth (60) calendar day following the date upon which said employee has been formally hired by the City as a bargaining unit employee, must as a condition of continued employment in the City pay to the Association an agency fee, in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said bargaining unit employee who is not a member of the Association.

(2) In the event that a bargaining unit employee does not become a member of the Association or pay such fee directly to the Association, the City shall begin automatic payroll deduction. There shall be no charge to the Association for such mandatory agency fee deductions.

(3) Prior to beginning such automatic payroll deduction, the President of the Association will certify to the City in writing that the employee whose pay is to be affected by the deduction has: 1) refused to join the Association; and 2) has refused to tender the amount of the agency fee as defined herein; and 3) has not applied for an exemption under Article 2.2, Section (f). In addition the Association must also certify that it has provided the employee with a copy of the fee verification required by Article 2.2, Section (c).
(c) **Definition of Agency Fee**

(1) The agency fee collected pursuant to Article 2.2, Section (b) from bargaining unit employees who are not members of the Association shall be an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Association for the duration of this Memorandum of Understanding, minus any amount which is prohibited by the Constitution because such funds pay for political or ideological purposes not related to collective bargaining.

(2) Any dispute as to the amount of the agency fee shall be resolved pursuant to the provisions of Article 2.2, Section (h).

(d) **Exceptions**

Bargaining unit employees on leave without pay and bargaining unit employees who are in laid off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth herein must be exercised within the first ten (10) work days upon return to paid status.

(e) **Annual Verification of Agency Fee by Association**

As required by Government Code section 3502.5, the Association shall make available annually, to the City and to the employees who are members of the Association, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

(f) **Employees Exempted From Obligation to Pay Agency Fee**

(1) Any bargaining unit employee shall be exempt from the requirements of Article 2.2, Section (b), if such employee has a bona fide religious objection as defined by Section 3502.5 of the California Government Code to the payment of any fee in support of an Association or "employee organization" as defined in Section 3501(a) of the California Government Code.

(2) The employee qualifying as exempt from payment of the agency fee (hereinafter the "agency fee objector") shall, as an alternative to payment of an agency fee to the Association, pay an amount equivalent to such agency fee to:

   (A) Women’s Center of San Joaquin County

   (B) United Way

   (C) Any charity jointly agreed in writing by the parties
(3) If a bargaining unit employee desires to be exempted for reasons set forth in Article 2.2, Section (f), the bargaining unit employee must first request such exemption in writing from the Association setting forth with particularity the rationale for the exemption. If the Association notifies the bargaining unit employee in writing that the Association will not honor the request, then the matter shall be referred automatically to a panel for determination according to the procedure set forth below. The panel shall be composed of one (1) person selected by the Association, one (1) person selected by the bargaining unit employee, and an arbitrator selected by the parties chosen from a list submitted by the State of California Mediation and Conciliation Services. If either one or both parties fail to nominate a panel member, the process of hearing will continue without that party’s panel member.

(4) The panel shall first receive arguments and evidence from the bargaining unit employee requesting the exemption. Thereafter the Association may present any arguments or evidence. The proceedings shall be conducted in an informal manner, and the rules of evidence will not apply. The arbitrator shall act as chair and rule on all matters before the panel, with the exception of the final determination of the panel. The panel shall prepare a written decision within fifteen (15) calendar days of the completion of the hearing, which shall be final and binding upon the parties. Any expenses of the panel shall be borne by the parties incurring them; provided, however, that the City shall not be obligated to pay any arbitration panel fees or costs.

(5) Upon receipt of the decision of the panel, the City shall release any funds held in escrow to the Association or to the charity. Any decision by the panel shall apply for the duration of this Memorandum of Understanding.

(6) In addition, the Association may require such exempt bargaining unit employee to submit proof of payment of an amount equivalent to such agency fee to one (1) of the alternative funds or organizations listed above. If the bargaining unit employee has not provided payment, the City will institute deductions pursuant to Article 2.2, Section (b)(2) and forward such monies to a charity listed in Article 2.2, Section (f)(2).

(7) Such payments shall be made on or before January 31 of each year or no more than thirty (30) days after commencing duties for any newly hired employee.

(g) Escrow Account

If any bargaining unit employee either disputes the amount of the fee or disputes whether or not an exemption was appropriately denied, the City shall deposit the fee which was deducted and place such amount into a special escrow account established by the Association for such purposes.

(h) Procedure for a Bargaining Unit Employee Who Conteststhe Amount of the Fee

(1) The parties agree that in order to provide a uniform definition of the agency fee, any disputes involving the amount of such fee shall be referred to the Association’s procedure for determination, provided that the parties have first complied with the other provisions of this Article.
(2) The Association shall notify the City in writing within twenty (20) days after it becomes aware that any employee disputes the amount of the fee.

(3) The Association will verify in writing to the City that all of the conditions of Article 2.2, Section (b)(3) have been met prior to the City’s initiation of the fee deductions set forth in Article 2.2, Section (b)(2). Thereafter, the City will notify the affected employee in writing that such deductions will commence and a copy of the Association’s written verification will be attached to the City’s notice. Thereafter, the City will begin the deductions.

(4) The monies held in escrow shall be released to the appropriate party upon the rendering of a final decision by the Association’s internal procedure.

(i) Payment Method/Payroll Deduction

(1) A bargaining unit employee may voluntarily sign and deliver to the City a written assignment authorizing deduction of the properly established agency fee as defined in Article 2.2, Section (c), subject to the conditions set forth elsewhere in this Memorandum of Understanding for payroll deductions, or the amount of the fee will be deducted automatically in accordance with Article 2.2, Section (b)(2) herein.

(2) The City is under no obligation to make payroll deductions for the periods during which a bargaining unit employee is either terminated from active employment, or not on the City’s active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.

(3) Upon the rehiring of any bargaining unit employee, or upon the recalling of any bargaining unit employee from layoff status, the City will resume or initiate dues deductions for such bargaining unit employee.

(j) Obligations of Parties

(1) City’s Obligations

The City’s obligation under this Article is to notify any bargaining unit employee who has failed to comply with the provisions of this Article that, as a condition of continued employment with the City, such bargaining unit employee must become an Association member, or pay a agency fee, or establish an exemption status and make payment pursuant to provisions of Article 2.2, Sections (b) and (f). Under no circumstances shall the City be required to dismiss or otherwise discipline any unit member for failure to fulfill his/her obligations to pay the fees established herein.

The City will provide to the Association the name, classification, department, home address and telephone number for each new employee each month.
(2) **Association’s Obligations**

Except as specified herein, the Association and not the City, shall be responsible for requiring bargaining unit employees to fulfill obligations defined herein. It is the obligation of the Association to collect any initiation fees, periodic assessments, members dues and/or agency fees which may be due and payable to the Association in consideration for its services as the exclusive representative of unit employees.

(k) **Hold Harmless Provision**

The Association shall hold the City harmless, and shall fully and promptly reimburse the City for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against the City or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any Article of this Memorandum of Understanding pertaining to agency fees. Such reimbursement shall include, but not be limited to, court costs, litigation expenses, and attorney’s fees incurred by the City. The City shall have the right to be represented by its own attorney in any action in which it is a named party to the action. Disputes over the amount of reimbursement shall be automatically submitted to the arbitration provisions of this Memorandum, Article 10.3(d).

2.3 **Use of City Facilities**

(a) The Association shall be allowed use of space on available bulletin boards and reasonable use of City computer systems and networks for communications having to do with official Association business, such as times and places of meetings, provided such use does not interfere with the needs of the City.

(b) Any representative of the Association shall give notice to the department head or designated representative when contacting department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Association business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with individual department heads and when made shall continue until revoked by the department head.

(c) City buildings and other facilities may be made available for use by bargaining unit employees and their Association representative(s) in accordance with such administrative procedures as may be established by the City Manager, Director of Human Resources, or department heads concerned.
2.4 **Advance Notice**

(a) Except in cases of emergency, reasonable advance written notice shall be given to the Association if affected by any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to negotiate if requested with the designated management representatives prior to adoption.

(b) In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Association shall be provided with the notice described above and be given an opportunity if requested to negotiate changes to said notice with the management representatives designated by the City Manager.

2.5 **Attendance at Meetings by Employees**

City employees who are official representatives or unit representatives of the Association shall be given reasonable time off with pay to attend meetings with City management representatives, or be present at City hearings where matters within the scope of representation or grievances are being considered. Time spent for this purpose during the representative’s scheduled hours of work shall count as time worked. Attendance at meetings during nonworking hours will not be counted as time worked except in extraordinary circumstances as determined by the City. Such employee representatives shall submit a request for excused absence to their respective department heads, in a manner satisfactory prior to the scheduled meeting whenever possible. Except by mutual agreement the number of employees excused for such purposes shall not exceed three (3) per recognized bargaining unit.

2.6 **Employee Rights**

(a) Employees covered by this Memorandum shall have the right to join and to participate in the activities of the Association for purposes representation under California Government Code Section 3500 et seq., and shall also have the right to refrain from participation of any such activities.

(b) Employees covered by this Memorandum have the right to be free from interference, intimidation, restraint, coercion, discrimination or reprisal on the part of the City, covered under California Government Code Section 3500 et seq.

(c) The above provisions shall not be subject to the grievance procedure, herein, but shall be subject to enforcement through the established administrative procedures and the provisions for enforcement of the California Government Code Section 3500 et seq.
2.7 **Assignment of Classifications**

New job classifications established by the City shall be assigned to the bargaining unit, pursuant to the City’s Employer–Employee Relations Resolutions, after providing notice and the opportunity to consult with the Association regarding such matters.
ARTICLE 3. NON-DISCRIMINATION

The City and the Association agree that there shall be no discrimination of any kind because of race, creed, color, religion, national origin, sex, disability, political affiliation, sexual orientation, concerted labor activity or other protected activity or status against any employee or applicant for employment; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age.

The Association shall cooperate with the City in the objective of Equal Employment Opportunities, as defined by Federal and State regulations.
ARTICLE 4. PROBATION

4.1 Purpose

The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to a position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

4.2 Original Entrance and Promotional Positions

Employees hired or promoted after the effective date of this Memorandum of Understanding will be subject to the following:

(a) All original appointments shall be tentative and subject to probationary period of not less than twelve (12) months.

(b) All promotional appointments shall be tentative and subject to a probationary period of not less than six (6) months.

(c) Original and promotional probationary periods may be extended up to an additional six (6) months in those cases where the appointing authority and the Director of Human Resources agree that an extension would be beneficial to the employee and the City due to specific and documented performance problems.

4.3 Retention/Rejection of Probationer

(a) At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee in the service is desired. The City will make a good faith effort to notify a probationary employee two (2) weeks before the end of the probationary period whether or not regular status is granted; however, a failure on the part of the appointing authority to file such a statement at the end of the probationary period shall constitute a rejection of the probationer as defined in Civil Service Rules.

(b) During the probationary period an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment, shall be reinstated to the position from which promoted unless charges are filed and the employee is discharged in the manner provided in Article 9 of this Memorandum of Understanding and in the Civil Service Ordinance and Civil Service Rules, which are consistent therewith.

(c) If an employee is rejected from his/her probationary period, the employee shall receive the salary at the same step prior to promotion.
ARTICLE 5. PERFORMANCE EVALUATIONS

5.1 Preparation of Draft and Discussion with Employee

(a) Performance evaluations shall normally be prepared in draft form and discussed with the employee prior to finalization and inclusion in the official personnel file.

(b) Employees shall be evaluated according to the established procedures set forth in City policies. Evaluations should include, where practicable, narrative remarks to support the ratings.

(c) Ratings of less than satisfactory in any of the major categories shall include a statement of the deficiency, suggested plans for correction, and a time frame for improvement.

(d) Employees may respond in writing to a performance evaluation and have such response attached to their official personnel file.

5.2 Employee Disagreement with Rating

If an employee does not agree with the performance evaluation, the employee may submit a written response to the department head raising specific issues of disagreement. The department head shall investigate the evaluation and render a written decision on all issues raised by the employee within twenty (20) working days of receipt of the appeal. If the employee is not satisfied with the department head’s response, the employee may prepare a written response as described above.

5.3 Annual Evaluations

(a) The City may institute annual evaluations of bargaining unit employees beyond the sixth year of employment on a department-by-department basis.

(b) In the event a supervisor or manager does not complete a represented employee’s performance evaluation on time resulting in a delay in the employee’s step or merit increase, the supervisor or manager shall promptly complete the necessary payroll form(s) (e.g., form CS-23) to implement the step or merit increase.
ARTICLE 6. PERSONNEL RECORDS

6.1 Inspection

Employees covered by this Memorandum of Understanding shall have the right to inspect and review the contents of their official personnel file in the Human Resources Department or duplicate file kept in the department at “reasonable intervals” and upon prior notice and approval of the employee’s immediate supervisor. This right shall not extend to letters of reference, preemployment matters, and reports concerning criminal investigations of the employee.

6.2 Review and Response Before Adverse Action

The City will not take any adverse action based upon any documented incident or any document, unless the bargaining unit employee first receives a copy of the document and has an opportunity to respond in writing to that document. This requirement does not apply to supervisor’s anecdotal records which will be kept separate from the official personnel file or the departmental duplicate file. Such anecdotal records may be maintained for preparation of an evaluation or for notations related to potential discipline.

6.3 Request for Removal of Records

An employee or an official representative of the Association upon written, dated, authorization by the individual employee may seek removal of any material placed into their official file according to the City’s Discipline Policy. This paragraph does not apply to records required by law to be kept, or as set forth in Article 6.1 above.
ARTICLE 7. LAYOFF

7.1 Layoff

Any employee may be laid off by an appointing authority in the event of the abolition of the employee’s position by the City Council, or if a shortage of work or funds requires a reduction in personnel. In doing so, the City shall follow the layoff procedure set forth herein below.

7.2 Layoff Scope

(a) The City shall designate the number of layoffs in each bargaining unit classification for each department of the City.

(b) Departments of the City are defined as follows:

(1) City Attorney
(2) City Auditor
(3) City Clerk
(4) City Manager
(5) Community Development
(6) Community Services
(7) Economic Development
(8) Financial Management
(9) Fire
(10) Housing and Redevelopment
(11) Human Resources
(12) Information Technology
(13) Library
(14) Municipal Utilities
(15) Police
(16) Public Works

7.3 Notice of Layoff

The City will give advance written notice of at least two (2) weeks to employees who will be laid off.
7.4 Precedence by Employment Status

No bargaining unit employee having regular status shall be laid off while employees working in seasonal, temporary, provisional, or probationary status are retained in the same or comparable classification as such regular employee. The order of layoff among bargaining unit employees not having regular status shall be as follows:

(a) First, seasonal employees;
(b) Second, provisional employees;
(c) Third, temporary employees; and
(d) Fourth, probationary employees.

Layoffs shall be by job classification according to reverse order of seniority as determined by total service in the City, except as specified above. For the purpose of this procedure, regular part-time classes shall be considered as separate from regular full-time classes.

The following provisions shall apply in computing total continuing service:

(a) Time spent on military leave shall count as service in the event the leave was taken subsequent to entry into regular City employment.
(b) Time worked in seasonal, provisional, temporary, grant or other limited term status shall not count as service.
(c) Time worked in a regular status or probationary status shall count as service.
(d) If two (2) or more employees have the same seniority, the order of seniority shall be determined by lot.
(e) Regular status part-time employees shall not have the right to bump regular status full-time employees.

7.5 Order of Layoff and Employee Options

Reduction in force shall occur in the following order:

(a) The least senior employee occupying the position(s) being eliminated shall be the first laid off. The incumbent designated for layoff shall have the options noted below:

   (1) Displacing the least senior employee occupying the same or comparable classification, Citywide.

   (2) Taking a voluntary demotion within the City to a classification in which the employee had prior regular status, thus displacing the employee working in that classification who has the least seniority.

(b) Seniority for the purposes of application of the layoff procedure in Article 7 is determined by total City employment, excluding employment as a seasonal, provisional, or temporary employee.

(c) Comparability of employee classifications for the purposes of application of the layoff procedure in Article 7 shall be determined by the Director of Human Resources.
(d) An employee displaced in accordance with this Article 7.5 shall be laid off in the same manner as an employee whose position has been abolished.

7.6 Health and Welfare Benefits During Layoff

Regular employees who are laid off will have an option of maintaining their existing health and welfare benefits for thirty-six (36) months (the thirty-six (36) months runs concurrently with any COBRA benefits) from the date of layoff, provided timely payments of the premiums by the employee are made to the City, according to City regulations, and provided the employee otherwise meets the requirements of federal and state regulations.

7.7 Voluntary Layoff

When a determination has been made that a layoff will occur, regular full-time employees may elect to be voluntarily laid off regardless of their seniority status. The following provisions apply to an employee who so elects to be laid off:

(a) For payroll purposes, the employee will be treated as being on approved leave of absence without pay for up to twelve (12) months.

(b) The employee will have the option to either retain sick leave and/or vacation balances for up to one (1) year in anticipation of reemployment or be paid off for those leaves in accordance with applicable provisions of this Memorandum of Understanding.

(c) The names of employees who elect to be voluntarily laid off will be placed on reemployment lists in accordance with Article 8.
ARTICLE 8. REEMPLOYMENT

8.1 Placement of Eligibility List for Position Held

The name of each employee who is laid off or reduced from a higher class as a result of layoff in accordance with Article 7 shall be placed at the head of the eligibility list for the class of positions which that employee held, and shall be given preference in filling vacancies in that class.

8.2 Placement on Eligibility List for Qualifying Positions

An employee laid off in accordance with this Article shall be placed on the eligibility list or lists for any lower or comparable class or classes in the same department, provided that the appointing authority and the department head in charge of this lower or comparable class determine that the employee is competent to perform the duties thereof in strict accordance with the class specifications. This right of a laid off employee shall remain effective for two (2) years from the date of latest separation from service. Employees who are subject to a layoff will be provided by the Human Resources Department a notice of their rights of reemployment and a form on which the employees are to indicate their reemployment preferences.

Employees placed on said list or lists shall be at the head of the eligibility list for the class of positions for which qualified as hereinafore set forth and shall be given preference in filling vacancies except for those persons placed on said lists or lists of reemployment in the same position previously held. Upon certification for appointment to a new position never having been held by this employee, he/she shall be subject to the probationary period provided in Article 4 of this Memorandum of Understanding.

8.3 Status Upon Reemployment

Upon reemployment to the same position from which laid off or a position in which the employee held regular status, the employee will be returned to prior status regarding seniority, merit increases, probationary period, and unused sick and vacation leave.

8.4 Temporary Employment

A person on a laid off status may accept a temporary appointment without any effect on their reemployment status.
ARTICLE 9. DISCIPLINE

9.1 **Predisciplinary Rights**

Disciplinary action, including discharge, suspension, reduction in pay or demotion, may be taken against any employee for cause.

An employee facing potential disciplinary action will be entitled to the following predisciplinary rights:

(a) Notice of proposed discipline.

(b) Date(s) proposed discipline will be effective.

(c) Reasons for the proposed discipline, the specific grounds and particular facts upon which the action is taken.

(d) The employee must be provided with any written materials, reports and documents upon which the action is based.

(e) Ten (10) working days in which an employee or the employee representative may respond either orally or in writing to the department head.

9.2 **Administrative Leave**

The Department Head upon authorization of the Director of Human Resources may place an employee on administrative leave pending the completion of the predisciplinary process.

9.3 **Disciplinary Appeal Options**

The appointing authority may discharge, suspend, reduce in pay or demote any employee in the classified service provided the Stockton Municipal Code provisions and the rules and regulations of the Civil Service Commission and any applicable provisions of law are followed. These provisions allow the employee suspended, demoted, reduced in pay, or discharged to appeal the adverse action. The employee may take only one (1) of the following actions:

(a) File no appeal, in which case the adverse action shall become final after the tenth (10th) working day following the employee's receipt of the notification of the adverse action.

(b) File an appeal with the Civil Service Commission within ten (10) working days following the employee's receipt of written notification of the adverse action. Filing an appeal with the Civil Service Commission bars use of grievance procedure contained in Article 10 to appeal the same adverse action. The appeal must be served by personal service, fax, or certified mail.

(c) File a grievance as provided for in Article 10 within ten (10) working days by personal service, fax, or certified mail following the employee's receipt of written notification of the action.

If the employee fails to do (b) or (c) above within the prescribed time frames, these rights will have been waived.
ARTICLE 10. GRIEVANCE PROCEDURES

10.1 Definition

A grievance is any dispute which involves the interpretation or application of those rules, regulations and resolutions which have been, or may hereafter be, adopted by the City Council to govern personnel practices and working conditions, including such rules, regulations and resolutions as may be adopted by either the City Council or the Civil Service Commission to affect Memoranda of Understanding which result from the meeting and conferring process.

10.2 Filing Deadline

(a) No grievance involving demotion, suspension, reduction in pay, discharge or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) working days following the date on which the affected employee received written notification by certified mail or personal service of the adverse action.

(b) All other grievances must be filed within twenty (20) working days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

(c) By mutual written agreement of the Director of Human Resources and the Association, the time limits contained in this grievance procedure may be extended or waived.

10.3 Grievance Processing

(a) Step 1—Departmental Review

Any employee claiming to have a grievance may discuss the complaint with such management official in the department where employed as the department head may designate. If the issue is not resolved within the department within fifteen (15) working days from the day of presentation or if the employee elects to submit the grievance directly to the Association, the procedures hereinafter specified may be invoked.

(b) Step 2—Director of Human Resources Review

(1) If the employee is not satisfied with the response at Step 1, then the employee may appeal the grievance to the Director of Human Resources within ten (10) working days of the receipt of written response at Step 1. The grievance appeal from Step 1 must state with particularity:

(A) The specific policy, rule or provision which is alleged to have been violated;
(B) A statement of facts comprising the violation; and

(C) The requested remedy.

(2) The Association may file and process grievance(s) on behalf of the specifically named employee.

(3) The Director of Human Resources shall have twenty (20) working days in which to investigate the issues and respond in writing to the appeal.

(4) No grievance may be processed to Steps 3 and 4 that has not first been filed and investigated in accordance with this paragraph, unless the Director of Human Resources fails to respond within the twenty (20) working day time limit.

(c) Step 3—Voluntary Mediation

The parties may mutually agree to the use of this Step prior to proceeding to Step 4, Binding Arbitration. Either party may with written notice within ten (10) working days of the decision of Step 2 invoke Step 3. Upon request for Step 3, the City will request a mediator from the State of California Mediation and Conciliation Services to review the grievance and make non-binding recommendations to assist the parties in resolving the grievance. The mediator will not provide any written documents and is limited to the restriction in Labor Code Section 65 and Attorney General opinions 51/183 and 68/77.

(d) Step 4—Binding Arbitration

If the grievant or the Association is dissatisfied with the response at Step 2, or Step 3, if used, or if the Director of Human Resources fails to respond within the time limit, the matter may, within twenty (20) calendar days of the Step 2 response, be referred to an arbitrator mutually selected by the parties, or, if the parties are unable to mutually agree, from a list of seven (7) arbitrators provided by the State of California Mediation and Conciliation Services. The arbitrator shall be chosen by the alternative strike method, with first choice being determined by lot. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(e) Effect of Decision

Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto except as provided otherwise herein.

10.4 Scope of Arbitration

(a) No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Article 10.1.
b) Notwithstanding the provisions of Article 10.4(a) of this Memorandum of Understanding, proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Article. No arbitrator selected pursuant to this Article shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

c) No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceeding hereunder) will be recognized unless agreed to by the City Manager and the Association.

10.5 Other Provisions

a) Complaints which allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances and processed pursuant to Article 10.3. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next open for such decision. Except disputes arising from Article 12.8 of this Memorandum (entitled “Work Furloughs”), no adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

b) Specified time limits may be modified only in writing. All appeals and responses must be provided in writing.

c) The grievant and employee-witnesses will be provided release time without loss of pay for all required meetings with management as well as for attendance at and participation in the arbitration hearing.

d) The provisions of this Article shall not abridge any rights to which an employee may be entitled under the Stockton Municipal Code and/or Civil Service Rules and Regulations, nor shall it be administered in a manner which would abrogate any power which, under the Stockton Municipal Code and/or Civil Service Rules and Regulations, may be within the sole province and discretion of the Civil Service Commission.

e) All grievances of employees in representation units represented by the Association shall be processed under this Article. If the Stockton Municipal Code and/or Civil Service Rules and Regulations require that a differing option be available to the employee, no action under Article 10.3(d) shall be taken unless it is determined that the employee is not utilizing such option.
(f) No action under Article 10.3 shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

(g) If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.
ARTICLE 11. LEAVES

11.1 Vacation Leave

(a) Vacation Allowance

(1) All full-time bargaining unit employees, excluding Fire Telecommunicators assigned to a 56-hour workweek, shall accrue vacation leave with pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Continuous City Service</th>
<th>Annual Vacation Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1½ years or less</td>
<td>80 hours</td>
</tr>
<tr>
<td>1½ years to 7½ years</td>
<td>120 hours</td>
</tr>
<tr>
<td>7½ years to 15 years</td>
<td>160 hours</td>
</tr>
<tr>
<td>15 years to 25 years</td>
<td>200 hours</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>One additional 8-hour day for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 208 hrs., 27 yrs. equals 216 hrs., etc.)</td>
</tr>
</tbody>
</table>

(2) Each bargaining unit employees, except Fire Telecommunicators assigned to a 56-hour workweek, shall be allowed to carry over up to 120 hours vacation more than the employee’s regular vacation accrued for the preceding calendar year. Whenever an employee’s accumulation of vacation hours exceeds the maximum vacation carryover provision, the equivalent number of hours that exceed the maximum vacation carryover hours shall be automatically credited to the employee’s sick leave accumulation balance at the end of the calendar year. However, employees may carry over vacation time in excess of the maximum allowance when such vacation accrues while remaining in a pay status during a period of illness or injury which precluded vacation credits in excess of the maximum allowed.

(3) Bargaining unit employees scheduled to work less than full-time shall receive vacation benefits on a proportional basis.

(4) Bargaining unit employees shall accrue vacation on a twice monthly payroll basis.
(b) Vacation Leave Accrual for Fire Telecommunicators

(1) Fire Telecommunicators assigned to a 56-hour workweek shall accrue vacation leave with pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Continuous City Service</th>
<th>Annual Vacation Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1½ years or less</td>
<td>120 hours</td>
</tr>
<tr>
<td>1½ years to 7½ years</td>
<td>180 hours</td>
</tr>
<tr>
<td>7½ years to 15 years</td>
<td>240 hours</td>
</tr>
<tr>
<td>15 years to 25 years</td>
<td>300 hours</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>An additional 12 hours for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 312 hrs., 27 yrs. equals 324 hrs., etc.)</td>
</tr>
</tbody>
</table>

(2) Fire Telecommunicators assigned to a 56-hour workweek shall be allowed to carry over up to 180 hours vacation more than the employee’s regular vacation accrued for the preceding calendar year. Whenever an employee’s accumulation of vacation hours exceeds the maximum vacation carryover provision, the equivalent number of hours that exceed the maximum vacation carryover hours shall be automatically credited to the employee’s sick leave accumulation balance at the end of the calendar year. However, employees may carry over vacation time in excess of the maximum allowance when such vacation accrues while remaining in a pay status during a period of illness or injury which precluded vacation credits in excess of the maximum allowed.

(c) Vacation Scheduling

Vacation leaves shall be scheduled so that they will not interfere with the normal operation of the City’s business and with due consideration for the wishes of the employee. Each Department will reduce its scheduling practice to writing and distribute to all employees within the unit.
(d) **Vacation Allowance for Separated Employees**

(1) Upon termination of employment, a bargaining unit employee shall receive payment for all accrued but unused vacation leave hours based upon the bargaining unit employee’s hourly base rate.

(2) An employee who has resigned in good standing and is subsequently reinstated within one (1) year from the date of resignation shall have prior service counted in determining eligibility for vacation benefits, deducting therefrom the amount of time between the date of resignation and the date of reinstatement which shall not be counted in determining eligibility.

(e) **Cash Payment Option**

An employee may elect to receive cash payment up to two (2) times per calendar year for a maximum of eighty (80) hours of his/her accumulated vacation balance. To qualify for this sell-back benefit, an employee must have used, either in the preceding or current fiscal year, an equivalent number of vacation days to the number of sell-back days.

### 11.2 Sick Leave

(a) **Accrual**

(1) All regular full-time bargaining unit employees, except Fire Telecommunicators assigned to a 56-hour workweek, shall accrue sick leave at the rate of ten (10) hours for each month of completed service.

(2) Fire Telecommunicators assigned to a 56-hour workweek shall accrue sick leave at the rate of 15 hours for each month of completed service.

(3) All regular part-time bargaining unit employees shall accrue sick leave on a prorated basis.

(4) Unused sick leave shall accumulate from year to year with no maximum accrual. Employees shall continue to accrue sick leave while off duty on authorized sick leave; provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

(b) **Usage**

(1) Employees are entitled to sick leave pay for those days which the employee would normally have worked, to a maximum of the hours accrued, described as:

(2) Preventive medical, dental, optical care, illness, injury or exposure to contagious disease which incapacitates the employee from performing normal work duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.
(c) **Family Sick Leave ("Kin Care")**

Bargaining unit employees may utilize sick leave in the case of illness or injury in the employee’s immediate family when such illness or injury requires personal care. Such leave shall be restricted to the employee’s parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild. The employee’s “child” includes a biological, foster, or adopted child, a stepchild, a legal ward, a child of the employee’s registered domestic partner, or a child to whom the employee stands in loco parentis. California Labor Code section 233 (“Kin Care”) requires employers to permit an employee to use one-half of the employee’s annual sick leave accrual to attend to an illness of his or her child, parent(s), spouse, or registered domestic partner. Family sick leave usage pursuant to California Labor Code section 233 shall not be considered when evaluating the employee’s work performance.

(d) **Reporting Procedures for Sick Leave**

When the requirement for sick leave is known to the employee in advance of the absence, (for example, included but not limited to scheduled medical, dental or vision appointments), the employee shall request authorization for such sick leave from the department head prior to such absence.

If an employee is not able to report due to illness or injury, the employee shall report as soon as possible to the appropriate supervisor, but in no case more than thirty (30) minutes after the start of the work day, except for extenuating circumstances prohibiting giving notice.

Failure to notify as soon as possible and in conforming with the thirty (30) minute notification shall be cause for the following disciplinary action:

1. For the first time in a six (6) month period, a Memorandum of Discussion.
2. For the second time within a six (6) month period, a Letter of Reprimand.
3. For any subsequent time within a six (6) month period, suspension from work; or at any time four (4) or more incidents occur within a six (6) month period, the employee may be discharged.

The six (6) month period will be defined as six (6) months from the most recent incident.

Any Memorandum of Discussion or Letter of Reprimand regarding failure to notify the City as provided herein, which is more than twelve (12) months old, will be removed upon the request of the employee if no additional incidents occur during the twelve (12) months period.

(e) **Verification Procedures**

1. Before being paid for the use of accrued sick leave, the employee shall submit a signed statement to the department head, on a prescribed form, stating the dates and hours of absence, the reason, and such other information as is necessary for the request to be evaluated. If an employee doesn’t return to work prior to the preparation of the payroll, other arrangements may be made with the department head.
(2) **Doctor's Certificate or Other Proof.** If an employee's illness results in an absence from work for more than three (3) consecutive days, a doctor's certificate or other reasonable proof of illness may be required.

The Director of Human Resources may make such sick leave usage reviews and may require such additional documentation including a physician's statement as he deems necessary before approving the sick leave benefit.

(3) If the City has a reasonable basis to believe that an employee is abusing the sick leave benefit, the City or the employee's supervisor must first meet with the employee to: 1) explain the reasonable basis for the believed abuse, and 2) discuss the reasons for the employee's absence. The employee has the right to Association representation at such meeting. After such meeting, and depending on the factual circumstances, the City may:

(A) Place the employee on restricted sick leave for a period of not more than four (4) months, under the direction of the Director of Human Resources pursuant to Article 11.2(c)(2) above;

(B) Suspend the employee without pay for up to five (5) days for abuse of sick leave; or dismissal from employment if a prior suspension involved abuse of sick leave;

(C) Place the employee in an employee assistance program, if agreed to by the employee.

(f) **Use of Sick Leave While on Vacation**

An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

(1) Was hospitalized during the period for which sick leave is claimed, or

(2) Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

(g) **Payment for Unused Sick Leave**

Upon separation of employment by reason of death, service or disability retirement, the employee or the employee's estate will be paid fifty percent (50%) of the total unused sick leave at its current cash value.
11.3 Other Leaves With Pay

(a) Bereavement Leave

(1) In the event of a death in the immediate family, an employee shall, upon request, be granted up to three (3) days bereavement leave with pay without charge to accumulated sick leave credits or vacation eligibility. The City Manager or his designee may grant an additional two (2) days bereavement leave upon request which shall be charged against the employee’s accumulated sick leave credits in cases where extensive travel is required to attend the funeral. For the purposes of this paragraph, the immediate family shall be restricted to the employee’s parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, son-in-law, daughter-in-law stepchild, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild.

(2) In the event of the death of a person not immediately related to an employee as defined above, the employee’s department head may grant up to three (3) days bereavement leave upon request which shall be charged against the employee’s sick leave credits.

(b) Jury Duty Leave

(1) When an employee is summoned to jury duty he or she shall promptly inform his or her supervisor and, if required to serve, may be absent from work without loss of wages or use of accrued leave while performing jury duty (including travel time). Per Diem jury fees received by an employee, if any, shall be remitted to the City within fifteen (15) days after they are received, exclusive of any meal, expense, and/or travel reimbursements. Upon being excused from the court each day, the employee must return to work if he or she has more than two (2) hours remaining before the end of his or her workday.

(2) Employees serving on jury duty during their normally scheduled days or hours off work shall be granted an equivalent number of hours off during their normal week as scheduled by the supervisor. The noticed supervisor shall monitor the hours of jury duty or witness duty attendance and ensure that said hours are considered as time worked. Any jury fees paid to the employee, except for reimbursement of meals and expenses, shall be remitted to the City through the employee’s department head.

(c) Court Leave

Time spent by a bargaining unit employee traveling to/from and attending or appearing in any court or tribunal for any civil or criminal matter as a non-party witness where the employee’s attendance results from performance of his or her official duties as a City employee shall be considered time worked. Time spent by a bargaining unit employee traveling to/from and attending or appearing in any court or tribunal for any civil matter as a defendant, respondent, or co-defendant with the City of Stockton arising from the employee’s official duties as a City employee shall be considered time worked.
(d) **Military Leave**

(1) The City of Stockton complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and nothing contained herein is intended to limit or abrogate rights guaranteed under USERRA.

(2) An employee of the City who is a member of the National Guard or Naval Militia or a member of the reserve corps or force of the Federal Military, Naval, or Marine Service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) days in any calendar year.

(3) All regular employees in the service of the City shall be allowed leave of absence without pay for the duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California. Said employees shall be reinstated in the position they held when they were inducted into Military Service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

(4) In the case of a probationary employee having served a minimum probationary period of six (6) months at the time of induction, it shall be optional with the department head and the City Manager to grant regular status to said employee before induction.

(5) All probationary employees inducted into Military Service not having served the minimum probationary period of six (6) months, or having served the minimum probationary period of six (6) months, but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency, but said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit as above specified and shall serve the balance of their probationary period before attaining the status of a regular employee.

(6) Two or more regular employees granted military leave of absence without pay from the same position shall be reemployed according to their seniority of employment providing they are physically fit as above specified.

(e) **Parental Participation in Children's School Activities**

(1) A parent or guardian of a child or children enrolled in kindergarten through grade 12, or attending a licensed day care facility, may take up to 40 hours each year off work (not to exceed 8 hours in any calendar month) to participate in the activities of the school or licensed child day care facility. The employee should provide as much advance notice as reasonably possible to the City of the planned absence. The employee must use vacation, compensatory, or holiday leave. If requested, the employee must provide documentation from the school verifying the date and time the parent participated in school activities.
(2) A parent or guardian required by the school to attend a hearing regarding the suspension or expulsion of a child will be permitted to attend the meeting. The employee must provide advance notice and may use accrued vacation, compensatory, or holiday leave.

(f) **Maternity Leave**

Time off the job for pregnancy, childbirth and related medical conditions will be covered as required by State and Federal law and City policy consistent therewith. Employees may use sick leave, leave without pay, LTD, vacation leave or a combination of these benefits depending on the nature of the case and the time medically required to recuperate. Generally a six (6) week recovery period after delivery is medically indicated.

11.4 **Workers' Compensation Leave**

(a) Workers' Compensation Benefits shall be provided in accordance with State law and schedules whenever an employee is absent from duty because of disability caused by illness or injury arising out of and in the course of employment which has been declared to be compensable under the Workers' Compensation Law.

Eligibility for Salary Continuation benefits shall be effective upon completion of the initial probationary period and shall be payable from the first day of covered absence.

(b) **Payment**

Workers' Compensation Leave (Salary Continuation) will be paid as follows:

1. Employees who have completed their probationary period shall be afforded a maximum of twelve (12) months Salary Continuation for each industrial illness or injury.

2. In the event employees are absent due to service connected disability, and Salary Continuation Benefits are exhausted, they may, at their option, use their accumulated sick leave or vacation leave to such extent as, when added to any temporary disability indemnity receivable by them under Section 4650 et seq. of the California Labor Code, will enable them to receive full salary until their accumulated sick leave/vacation leave is exhausted. In such event, their accumulated sick/vacation leave will be charged only in proportion to the amount required to supplement temporary disability payments to enable the payment of full salary. Employees electing to receive such full salary in the foregoing manner, shall as a condition of such receipt, endorse to the City any temporary disability checks received by them. The City will in turn issue warrants to the employees for their full salary with normal deductions for retirement (if any), Federal and State income taxes, and any other authorized deductions.
(c) **Forms and Procedures**

Salary Continuation approval will follow the same procedure as for sick leave approval. Salary Continuation payments will be contingent on the City’s acceptance of the injury as compensable under Workers’ Compensation Law.

If an employee exhausts all salary continuation benefits and temporary disability payments in accordance with this Article, the employee may request a Leave of Absence Without Pay pursuant to Article 11.5, not to exceed a total of twelve (12) months for the entire period of absence from active duty.

### 11.5 Leave of Absence Without Pay

(a) **Entitlement**

Employees shall not be entitled to Leave of Absence Without Pay as a matter of right, but only upon the determination of the City that it is in the best interest of public service and that there is a presumption that the employee intends to return to work upon the expiration of the leave of absence. The granting of a leave of absence provides the employee the right to return to the position vacated.

(b) **Approval**

All leave without pay must be recommended by the department head and approved by the Director of Human Resources. No such leave may extend beyond twelve (12) months, except in the case of absence due to job incurred disability where a determination may be made based upon the needs of public service or in the event an application for service connected disability retirement has been filed.

Leaves of absence without pay may only be approved following the expiration of entitlement of sick leave and vacation.

(c) An employee on a Leave of Absence Without Pay has an option to participate in the Health benefits by monthly prepayment of the required premium to the City.

(d) **Paternal/Adoption Leave**

Upon verification of a newborn, adoption of a newborn or preschooler, an employee shall be granted a six (6) week leave of absence, without pay, upon request. An employee may combine, but shall not be required to combine, any paid leave time with unpaid leave. In no circumstance may such leave exceed a total of six (6) weeks, unless otherwise approved by the employee’s department head and Director of Human Resources.
11.6 Absence Without Official Leave (AWOL)

(a) Refusal of Leave or Failure to Return After Leave

Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked or cancelled, or at the expiration of a leave, shall be considered an Absence Without Official Leave.

(b) Voluntary Resignation

Any employee in this bargaining unit absent without official leave for two (2) or more consecutive days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from the City of Stockton. An employee must provide a written statement to the Human Resources Department regarding a “satisfactory explanation,” within ten (10) calendar days after the City mails a notice of voluntary resignation to the employee’s last known address.
ARTICLE 12. DAYS AND HOURS OF WORK

12.1 Workweek

(a) The normal workweek for employees in this unit consists of five (5) consecutive eight (8) hour days for a total of forty (40) hours in a seven (7) day work period. Where operational requirements of a department require deviations from the present schedule, the department head with approval of the Director of Human Resources may institute alternate work schedules provided that such schedules conform to work period requirements of Fair Labor Standards Act and the City meets and confers with the Association concerning the proposed schedule change(s) before implementation.

(b) Employees occupying part-time positions shall work such hours and schedules as the department head shall prescribe.

(c) Telecommunications personnel assigned to the Fire Department will work an average of fifty-six (56) hours in a seven (7) day work period.
(d) **Asparagus Festival Work Schedule.** Employees assigned to work at City facilities within the designated “footprint area” of the Asparagus Festival may work any of the following work schedules during the Asparagus Festival:

1. **Option 1: Baseline Work Schedule.**

<table>
<thead>
<tr>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30am-5:30pm</td>
<td>7:30am-5:30pm</td>
<td>7:30am-5:30pm</td>
<td>7:30am-5:30pm</td>
<td>7:30am-11:30am OR 8:00am-12:00pm</td>
</tr>
<tr>
<td>9-hours paid time</td>
<td>9-hours paid time</td>
<td>9-hours paid time</td>
<td>9-hours paid time</td>
<td>4-hours paid time</td>
</tr>
<tr>
<td>1-hour unpaid</td>
<td>1-hour unpaid</td>
<td>1-hour unpaid</td>
<td>1-hour unpaid</td>
<td>1-hour unpaid</td>
</tr>
</tbody>
</table>

2. **Option 2: Four Tens Work Schedule with Friday off.**

<table>
<thead>
<tr>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00am-6:00pm OR 8:00am-7:00pm</td>
<td>7:00am-6:00pm OR 8:00am-7:00pm</td>
<td>7:00am-6:00pm OR 8:00am-7:00pm</td>
<td>7:00am-6:00pm OR 8:00am-7:00pm</td>
<td>OFF DAY</td>
</tr>
<tr>
<td>10-hours paid time</td>
<td>10-hours paid time</td>
<td>10-hours paid time</td>
<td>10-hours paid time</td>
<td>0</td>
</tr>
<tr>
<td>1-hour unpaid</td>
<td>1-hour unpaid</td>
<td>1-hour unpaid</td>
<td>1-hour unpaid</td>
<td>1-hour unpaid</td>
</tr>
</tbody>
</table>

(3) **Option 3: Vacation or Compensatory Time.** The department head or designee may approve the use of vacation leave or compensatory time, and/or may approve any additional alternative schedule to formulate an acceptable 40-hour work schedule.

(4) Employee preferences among the above approved scheduling options during the Asparagus Festival will be considered and accommodated by the City unless infeasible. Employees must notify their department heads of their scheduling preferences through their line of supervision.
12.2 Meal Periods and Rest Periods

Employees shall receive a one (1) hour or a thirty (30) minute meal period without pay each day and a fifteen (15) minute paid rest period during the first half of the work day and a second fifteen (15) minute paid rest period during the second half of the work day. Except for Police Telecommunicators and Fire Telecommunicators, bargaining unit employees shall be completely relieved of duty during unpaid meal periods. Employees who exceed the time limits prescribed above for lunch and/or rest periods shall have their pay reduced accordingly.

12.3 Hourly Employees

(a) Effective the date of this Memorandum of Understanding, those employees working 19 1/2 hours a week or less (substitutes), may only work a total of 1,014 hours or less during any twelve (12) month period.

(b) The Association will be provided with a listing of all 19 1/2 hours or less employees related to classifications within this bargaining unit. This listing will be provided quarterly.

(c) Overtime will not be worked by 19 1/2 hour or less employees (substitutes), if full-time or regular part-time employees are available for such overtime work.

12.4 Regular Part-Time Employees

(a) Regular part-time employees (those employees regularly scheduled to work 20 hours or more per week) will be provided prorated sick leave and vacation benefits according to existing practice; will be eligible to participate in health and welfare benefits on a prorated basis according to provisions of this Memorandum of Understanding and will receive merit increases based upon the proration of time worked to the total hours in a full year of employment.

(b) The City will not employ hourly personnel in order to reduce the number of regular part-time employees which existed at the execution of this Memorandum of Understanding.

12.5 Job Sharing

(a) Any two regular full-time employees within the same department holding positions in the same classification may petition their department head in writing to allow them to share one (1) of said positions.
(b) The approval of a job share position shall be at the sole discretion of the City and must be approved in writing by the Director of Human Resources prior to implementation. The entrance into and termination of such job sharing shall be at the sole discretion of the City.

(c) Employees who request and have approved job sharing arrangements shall be entitled to the rights and benefits which accrue to regular part-time employees.

12.6 Reporting to Work

(a) Repeated failure to report to work on time may result in appropriate discipline as set forth below:

(1) For the first time in a six (6) month period, a Memorandum of Discussion.

(2) For the second time within a six (6) month period, a Letter of Reprimand.

(3) For any subsequent time within a six (6) month period, suspension from work; or at any time four (4) or more incidents occur within a six (6) month period, the employee may be discharged.

(b) If an employee reports to the worksite after the designated starting time, the employee will be paid only for time actually worked; however, the employee may be allowed to utilize vacation leave for lost pay, provided the employee’s supervisor approves.

(c) Any Memorandum of Discussion or Letter of Reprimand regarding tardiness which is more than six (6) months old, will be automatically sealed and can only be reopened upon court order.

12.7 Shift Bidding

(a) Employees in the Police Department who work on a twenty-four (24) hour shift schedule shall be allowed to bid on shift preference on the basis of seniority within class. The shift selected in this manner shall remain in effect for twelve (12) months, except in cases of emergency or work load requirements.

12.8 Work Furloughs

(a) **80 Furlough Hours in Fiscal Year 2008-2009.** Each bargaining unit employee shall take eighty (80) furlough hours (leave from work without pay) between October 22, 2008, and June 30, 2009.
(b) **Equalized Payroll Deductions.** Payroll deductions for the eighty (80) furlough hours described in Article 12.8, paragraph (a) herein above shall be equalized so that each bargaining unit employee shall have 4.444 hours at the employee’s regular hourly rate of pay deducted from each of the following eighteen (18) pay warrants: October 22, 2008; November 7, 2008; November 22, 2008; December 7, 2008; December 22, 2008; January 7, 2009; January 22, 2009; February 7, 2009; February 22, 2009; March 7, 2009; March 22, 2009; April 7, 2009; April 22, 2009; May 7, 2009; May 22, 2009; June 7, 2009; June 22, 2009; and July 7, 2009.

(c) **Standard Furlough Days.** Except as provided in Article 12.8(d) herein below, each bargaining unit employee shall take the following furlough days:

1. Monday, November 10, 2008 (8 hours);
2. Monday, November 24, 2008 (8 hours);
3. Tuesday, November 25, 2008 (8 hours);
4. Wednesday, November 26, 2008 (8 hours);
5. Wednesday, December 24, 2008 (8 hours);
6. Friday, December 26, 2008 (8 hours);
7. Monday, December 29, 2008 (8 hours);
8. Tuesday, December 30, 2008 (8 hours);
9. Wednesday, December 31, 2008 (8 hours); and
10. Friday, January 2, 2009 (8 hours).

(d) **Exception to Standard Furlough Days for Some Employees.** Bargaining unit employees shall adhere to the standard work furlough days shown in Article 12.8(e) herein above; except where it is impracticable for certain City departments or operations (such as Police Telecommunicators, Fire Telecommunicators, and other public safety and essential services functions), those employees must schedule eighty (80) furlough hours in accordance with Article 11.1, paragraph (b), of this Memorandum, and use eighty (80) furlough hours no later than June 30, 2009. In the event the vacation scheduling of eighty (80) furlough hours causes any SCEA represented member to exceed the maximum vacation carryover provisions pursuant to Article 11.1, paragraph (a)(6), of this Memorandum, such bargaining unit employee shall be allowed to carryover into the 2009 calendar year the equivalent number of vacation hours not used as a result of the furlough occurrence to ensure that the bargaining unit employee is not adversely affected. To the extent any bargaining unit employee exceeds the maximum carryover provisions of Article 11.1, paragraph (a)(6), of this Memorandum for the 2010 calendar year, such hours shall be automatically cashed out on an hour-for-hour basis at the end of the 2010 calendar year.

(e) If a furlough (leave from work without pay) is scheduled before or after a City holiday, the employee will nevertheless be eligible for holiday pay.
(f) **No Adverse Affect on CalPERS.** The City represents and warrants based on information provided by the California Public Employees Retirement System (CalPERS) that the furlough deductions described in this Article 12.8 shall not reduce or otherwise adversely affect the employee’s Final Compensation for retirement purposes under the CalPERS. The City shall continue to report the employee’s full-time pay rate as noted in the agreed upon salary schedule(s). SCEA has relied on the accuracy of this representation by the City with the City’s knowledge and consent. As an express condition of this Section, should any SCEA represented employee suffer a reduction or adverse affect in his or her Final Compensation for retirement purposes through CalPERS solely as a result of the furlough deductions, the City, upon notification, shall thoroughly review and communicate the adverse affect to CalPERS, on behalf of the employee, to ensure the employee is made whole.

(g) **Furlough Deductions Non-Taxable to the Employee.** The City represents and warrants that the furlough deductions described in this Article 12.8 shall not be subject to income tax, payroll tax, or otherwise taxable to the employee. SCEA has relied on this representation by the City with the City’s knowledge and consent. As an express condition of this Section, should any SCEA represented employee be taxed on any furlough deduction amount, the City, upon notification, shall thoroughly review and make the appropriate correction.

(h) **Use of Accrued Leaves in Coordination with Furloughs.** Bargaining unit employees shall be permitted to use accrued vacation leave, sick leave, and/or compensatory time off (CTO) on non-furlough days by reason of the occurrence of furloughs. Employees shall be permitted to coordinate the use of their accrued vacation leave, sick leave, and/or compensatory time off (CTO) on a coordinated basis (e.g. adjacent to) furlough days unless approval of such leave creates an undue hardship on the City.

(i) **Fringe Benefits Not Affected.** Notwithstanding the occurrence of furloughs, SCEA members shall continue to receive the full amount and application of all fringe benefits including, without limitation and by way of illustration, City contribution to health and welfare benefits, accrued vacation leave, accrued sick leave, etc.

(j) **SCEA Bargaining Unit Overtime.** Any vacancies created for SCEA represented positions shall not be filled on an overtime basis (time-and-a-half) by any non-SCEA represented employee. For example, Stockton Police Officers Association and/or Stockton Police Management Association represented employees shall not be hired on an overtime basis to backfill Police Telecommunicator I/II vacancies in the Police Department's telecommunications center. As another example, Local 456 and/or Stockton Fire Management represented employees will not be hired on an overtime basis to backfill Fire Telecommunicator I/II vacancies. As another example, Operating Engineers Local Union No. 3 and/or B&C Management represented employees and/or unrepresented employees shall not be hired on an overtime basis to backfill any SCEA represented employee vacancies. Instead, those overtime opportunities will be offered to SCEA-represented employees. The foregoing examples are illustrative and not exhaustive. If the City does hire an employee not represented by SCEA to perform work in SCEA's bargaining unit(s) on an overtime basis, then the City shall, as a remedy, pay the SCEA-represented employee(s) deprived of that lost overtime opportunity the monetary value of the lost overtime.
(k) **Separation from City Service before July 7, 2009.** Any SCEA represented employee who separates from City service before the final 4,444 hour furlough deduction on July 7, 2009, and after having used furlough hours shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee’s pay warrants multiplied by the employee’s regular hourly rate of pay. Conversely, any employee who separates from City service before July 7, 2009, having suffered furlough deductions in excess of the actual number of furlough hours the employee has used shall have his or her final compensation credited by a like amount.

(l) **Up to 96 Furlough Hours in Fiscal Year 2009-2010.** Each bargaining unit employee shall be required to take up to ninety-six (96) furlough hours (leave from work without pay) between approximately July 1, 2009, and June 30, 2010, in the event that growth assumptions for City revenues are 2.5% or less. Payroll deductions for the ninety-six (96) furlough hours in Fiscal Year 2009-2010, if implemented, shall be equalized in the same manner as furlough deductions for Fiscal Year 2008-09 so that each bargaining unit employee shall have up to 4 hours at the employee’s regular hourly rate of pay deducted from each of the twenty-four (24) pay warrants in Fiscal Year 2009-2010. The City and the Association shall meet and confer to develop the furlough calendar for Fiscal Year 2009-2010.
ARTICLE 13. OVERTIME

13.1 Overtime Authorization

All compensable overtime must be authorized by the department head or his designated representative in advance of the overtime being worked. If prior authorization is not feasible because of emergency conditions a confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

13.2 Definition

(a) The overtime rate as used in this Memorandum of Understanding means one and one-half (1½) times the employee’s regular rate of pay.

(b) Except Fire Telecommunicators assigned to a 56-hour workweek and bargaining unit employees working an alternative work schedule, all time worked in excess of 8 hours per workday and/or 40 hours per seven day workweek shall be compensated at the overtime rate.

(c) Fire Telecommunicators work 24 hour shifts, resulting in a regular schedule averaging 2912 hours per year / 56 hours per week (832 hours of overtime). In approximately 2000, the parties agreed to add the regularly scheduled FLSA overtime pay into the base, in order to ensure a regular and level payment of overtime over the course of a year. This methodology withstood a legal challenge in Hughes, et al. vs. City of Stockton, et al. For additional overtime hours, the City shall pay overtime at one and one-half (1½) time the employee’s regular rate of pay for all hours worked over forty (40) in a workweek.

(d) Bargaining unit employees assigned to an alternate work schedule (e.g. 4/10, 9/80, etc.) shall be compensated at the overtime rate for all time worked in excess of their regularly scheduled hours.

(e) Except as otherwise provided in Article 14.2, bargaining unit employees shall be paid for a regular day plus time and one-half (1½) for actual time worked on a holiday observed by the City, not to exceed eight (8) hours including employees employed on a per-hour or per-day basis.

(f) Except as otherwise provided in Article 14.2, any time worked on a holiday observed by the City in excess of eight (8) hours shall be paid for at double time and one-half (2½) except for employees on a per hour or per day basis.

(g) Police Telecommunicators and Fire Telecommunicators shall be compensated for work on holidays as set forth in Article 14.2.

(h) When the City Manager has declared a state of emergency and such action is approved by the City Council, time worked by employees shall be paid for at their straight time. Work in excess of forty (40) hours in any workweek will be paid at time and one-half (1½).

(i) Use of vacation leave, sick leave, and other paid leaves shall count as time worked.
13.3 **Rest Period During Overtime**

After each three (3) hour segment of overtime contiguous to a regular shift, an employee shall be granted a fifteen (15) minute paid rest period.

13.4 **Compensatory Time Off (CTO)**

(a) **Definition**

As used in this Memorandum of Understanding, the term Compensatory Time Off (CTO) refers to that time which an employee is entitled to be absent from duty with pay for time worked in addition to or excess of their normal work schedule.

(b) **CTO in Lieu of Overtime Compensation**

Except Fire Telecommunicators assigned to a 56-hour workweek, bargaining unit employees may voluntarily elect to receive overtime compensation in the form of CTO at a rate of one and one-half (1½) hours of CTO for each hour of overtime worked.

(c) **Use**

Use of CTO shall be scheduled with due consideration for the wishes of the employee and so as to not interfere with the normal operation of City business. Approval of requests for use of CTO shall be at the sole discretion of the department head, but once approved, cannot be changed unless an emergency situation arises.

(d) **Maximum Accrual**

No more than eighty (80) hours of CTO may be carried on the books at any time, except Fire Telecommunicators assigned to a 56-hour workweek who may not accrue CTO. Once the maximum number of CTO is accrued, all further overtime worked shall automatically be paid to the employee. At the end of each calendar year, all CTO will be carried forward, unless the employee elects to have some or all of the compensatory balance paid. Carryover CTO Time cannot exceed the CTO accrual maximum.

(e) **Elimination of CTO for Fire Telecommunicators**

Effective January 1, 2009, Fire Telecommunicators assigned to a 56-hour workweek shall no longer accrue or use CTO and shall be paid at their regular rate of pay for all accrued and unused CTO hours on or about January 7, 2009; provided, however, any Fire Telecommunicator having any approved leave request(s) for CTO for time off work through January 31, 2009, shall be permitted to use the approved CTO leave.
ARTICLE 14. HOLIDAYS

14.1 **Qualifying for Holiday Pay**

All regular employees, excluding provisional and temporary employees and employees in positions allocated to the Police Department who are assigned to shifts (phase days) shall be entitled to take all authorized holidays on full pay not to exceed eight (8) hours for any one (1) holiday.

14.2 **Holidays Observed by the City**

(a) Bargaining unit employees shall receive the following observed holidays off without loss of wages or accrued leave:

<table>
<thead>
<tr>
<th>Observed</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) January 1</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>(2) Third Monday in January</td>
<td>Martin Luther King, Jr.’s Birthday</td>
</tr>
<tr>
<td>(3) Second Monday in February</td>
<td>Lincoln’s Birthday</td>
</tr>
<tr>
<td>(4) Third Monday in February</td>
<td>Washington’s Birthday</td>
</tr>
<tr>
<td>(5) March 31 (FLOATING)</td>
<td>Cesar Chavez Day</td>
</tr>
<tr>
<td>(6) Last Monday in May</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>(7) July 4</td>
<td>Independence Day</td>
</tr>
<tr>
<td>(8) First Monday in September</td>
<td>Labor Day</td>
</tr>
<tr>
<td>(9) Second Monday in October</td>
<td>Columbus Day</td>
</tr>
<tr>
<td>(10) November 11</td>
<td>Veteran’s Day</td>
</tr>
<tr>
<td>(11) Fourth Thursday in November</td>
<td>Thanksgiving</td>
</tr>
<tr>
<td>(12) The Friday after Thanksgiving</td>
<td></td>
</tr>
<tr>
<td>(13) December 25</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>(14) Employee’s Birthday</td>
<td></td>
</tr>
</tbody>
</table>

FLOATING holiday to be taken within 90 work days on or after the observed holiday.

(b) In addition, a day appointed by the President or Governor as a public holiday shall be observed by the City.
(c) All regular employees in positions allocated to the Police Department who are assigned to shifts (phase days) shall receive, in addition to their normal compensation, one day’s pay for each of the holidays listed in Article 14.2 above, on which the employee does not work, except for the employee’s birthday. Such employees required to work a holiday on a hire-back basis, shall be compensated at time and one-half (1½), in addition to their normal compensation (8 hours) and paid holiday (8 hours). Such employees required to work a holiday on a regularly scheduled basis shall be compensated at time and one-half (1½) overtime in addition to their normal compensation (8 hours). The maximum additional compensation subject to CalPERS for working the holiday will be sixteen (16) hours.

(d) For employees in the Police Department on a 4/10 work schedule, a holiday will be worth ten (10) hours for the purposes of compensation, until such time the City, in its sole discretion, determines that it is worth eight (8) hours. (Effective January 1, 1989)

(e) Fire Telecommunicators assigned to a 56-hour workweek shall receive, in addition to their normal compensation, one 24-hour shift’s pay for each of the holidays listed in Article 14.2 above at the rate of 28 hours per month regardless of whether the Fire Telecommunicator actually works on any or all of the listed holidays. Additionally, Fire Telecommunicators shall be compensated at the overtime rate for all time actually worked on a holiday (excluding the birthday holiday and floating holiday(s)). The provisions of this Article 14.2(e) shall be effective January 1, 2009.

(f) For employees on a Monday through Friday workweek, if holidays fall on a Sunday, the following Monday shall be observed. If holidays fall on Saturday, the preceding Friday shall be observed.

(g) For employees in the Police Department on a twenty-four (24) hour shift schedule, holidays that fall on Saturday or Sunday shall be observed on Saturday or Sunday respectively.

(h) **Birthday Holiday Leave**

The department head with due consideration for the wishes of the employee, may authorize the Employee’s Birthday holiday to be taken within ninety (90) work days on or after the employee’s date of birth.

### 14.3 Compensation for Holidays Worked

Prior approval for holiday work must be secured from the City Manager.
ARTICLE 15. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

15.1 Retirement Contribution Supplement

(a) The City shall continue to pay on behalf of the employee the entire seven percent (7%) employee contribution to the California Public Employees Retirement System (CalPERS). Such amounts will be applied to the employee’s individual account in accordance with California Government Code Section 20615.

(b) The City’s CalPERS retirement plan was modified to reflect two percent (2%) at age 55, effective January 1993.

(c) The City’s CalPERS retirement plan was modified to reflect Section 20930.3 (Military Service Credit as Public Service) and Section 20930.33 (Military Service Credit for Retired Persons) of the California Government Code, pursuant to Ordinance Number 009-93 adopted by the City Council on May 13, 1993.

(d) The City shall continue to provide CalPERS California Government Code Section 20615.5 (Employer Paid Member Contributions as Compensation) at the beginning of their last year of employment will pay their employees’ seven percent (7%) benefit cost through an automatic payroll deduction. The base salary for those employees will be increased by the same seven percent (7%) for the last twelve (12) months of employment (IRS Code 414H(2) will be concurrently implemented with CalPERS amendment), pursuant to Resolution Number 97-0394 adopted by the City Council on October 21, 1997.

(e) The City shall continue to provide CalPERS California Government Code Section 20965 (Credit for Unused Sick Leave) as added CalPERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.

(f) The City shall continue to provide CalPERS California Government Code Section 21382.5 (Fourth Level of 1959 Survivor Benefits) as added PERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.

(g) The City shall continue to provide CalPERS California Government Code Section 21335 (5% Annual Cost of Living Allowance Increase) as added CalPERS benefits, which was effective upon adoption by the Stockton City Council and CalPERS Administration Board. The intended implementation date base year was 2001.
(h) The City and the Association agree to reopen Article 15.1 in year 2011 to discuss providing an enhanced miscellaneous retirement formula to bargaining unit employees (e.g. CalPERS 2.7% at 55, 3% at 60, etc.). If the parties fail to reach agreement the existing provisions of Article 15.1 shall remain unchanged.

15.2 Deferred Compensation

(a) The City will provide at no cost to the employee, deferred compensation as a supplement to voluntary deferred compensation plans, if any, for which the individual employee may be eligible.

(b) Effective July 1, 2012, the City shall contribute a total of one and one-half percent (1.5%) of the employee’s current base salary to the employee’s deferred compensation account.

(c) Effective July 1, 2013, the City shall contribute an additional one-half percent (0.5%) for a total of two half percent (2.0%) of the employee’s current base salary to the employee’s deferred compensation account.

15.3 Uniform Allowance

(a) Bargaining unit employees in the following classifications who are required to wear uniforms shall be paid an annual uniform allowance of seven hundred dollars ($700.00), one-half payable in April and one-half payable in October:

1. Fire Telecommunicator I/II;
2. Police Records Assistant (I/II/III); and

(b) Bargaining unit employees in the following classifications who are required to wear uniforms shall be paid an annual uniform allowance of seven hundred twenty-five dollars ($725.00), one-half payable in April and one-half payable in October:

1. Animal Services Assistant;
2. Animal Services Officer;
3. Code Enforcement Officer (I/II) (assigned to the Fire Prevention Division of the Fire Department);
4. Community Service Officer;
5. Evidence Technician;
6. Mail Courier;
7. Parking Violations Deputy;
8. Property Clerk;
(9) Senior Animal Services Officer;
(10) Senior Evidence Technician;
(11) Vehicle Abatement Specialist; and
(12) Any other bargaining unit employee required by the City to wear a uniform in
the course and scope of employment.

(c) The City shall increase the amount contributed for annual uniform allowance to all of the
above classifications in Article 15.3 (a) and (b) above by fifty dollars ($50.00) effective
July 1st of each fiscal year.

15.4 Standby Duty Pay

A bargaining unit employee who is directed to remain available on standby outside of normal
working hours (e.g. weekends, designated holidays or scheduled furlough day) or on his or her
normal day off shall be paid at the rate of four (4) hours regular pay for each twenty-four (24)
hours of standby plus one and one-half (1 1/2) times the employee's regular rate of pay for all time
which the employee is required to work during the standby duty period. Standby duty of less
than twenty-four (24) hours shall be prorated to the equivalent of four (4) hours pay at regular
time. Employees may elect to receive standby pay as compensatory time off (CTO).

15.5 Call-Back Pay

When an employee is called back to work from off duty status, the employee shall be
compensated for a minimum of two (2) hours and forty-five (45) minutes pay at time and
one-half (1 1/2) or actual time worked at time and one-half (1 1/2), whichever is greater. An
employee may elect compensatory time off (CTO) in lieu of payment for overtime consistent
with the provisions set forth in Article 13.4.

When authorized by the department, employees who are contacted and who provide remote
support via telephone, Internet, or network connection shall be paid time and one-half (1 1/2) for
time worked in fifteen (15) minute intervals. Intervals cannot be compounded or overlapped.

To be eligible for call-back pay, both of the following conditions must be met:

(a) The call-back must occur outside of the employee’s regular work hours; including
overtime.

(b) The call-back time worked must not be contiguous to the employee’s regular work hours;
including overtime.

15.6 Employee Educational Assistance

The City may reimburse employees for job related coursework which has been reviewed by the
employee’s supervisor and approved by the employee’s department and the Human Resources
Department.
15.7 **Mileage Expense Reimbursement**

The City will reimburse bargaining unit employees, at the current Internal Revenue Service rate, to all employees utilizing their personal vehicles for City business for travel, which qualifies under the City Manager's Administrative Directive (currently FIN-010), and for other related travel expenses which qualify under the City Manager's Administrative Directive (currently FIN-008).

15.8 **Educational Incentive Pay**

(a) Effective March 1, 2000, Educational Incentive Pay shall be available only to those employees who have completed twelve (12) months of continuous employment.

(b) Effective January 1, 1993, employees with degrees/diplomas above and beyond that required of their position shall be provided three percent (3%) of the top step of the position. Employees are limited to no more than three percent (3%) regardless of the number of degrees/diplomas above that required of the position. If the employee promotes to a position which matches his/her diploma/degree, the three percent (3%) will no longer be paid. Experience may not substitute for education. Other formal education/training programs may substitute for the actual degree/diploma.

(c) For employees in job classifications requiring a Masters degree, those employees who possess a double Masters shall be eligible for three percent (3%) educational incentive pay.

15.9 **Longevity Pay**

Effective January 1, 2002, the City shall pay each employee who completes twelve (12) continuous years of service with the City, two and one-half percent (2.5%) of the top salary step of the employee's pay range to the employee as a professional growth allowance.

15.10 **Voluntary Court Standby**

Bargaining unit employees who voluntarily place themselves on standby for work-related court appearances shall receive one (1) hour at the regular rate of pay for the a.m. and, if required to remain on standby, one (1) additional hour at the regular rate of pay for the p.m.

15.11 **Bilingual Pay**

Job positions determined by the Department Head requiring bilingual translation skills shall receive a stipend amount of $140.00 per month for verbal translation skills, or $200.00 per month for verbal and written translation skills upon testing and certification by the Human Resources Department.
15.12 Emergency Medical Services (EMS) Dispatcher Accreditation Pay

(a) The City and the Association acknowledge that California Health and Safety Code section 1797.220 directs the local emergency medical services (EMS) agency to establish policies and procedures to assure medical control of the emergency medical system.

(b) The City and the Association acknowledge that as of July 1, 2008, the San Joaquin County EMS Agency requires all employees of agencies providing emergency medical dispatch (EMD) services to possess and maintain accreditation through San Joaquin County, to include compliance with EMS Agency and National Academies of Emergency Dispatch (NAED) policies, procedures, protocol, and standards. Fire Telecommunicators are among those employees represented by the Stockton City Employees’ Association who must acquire and maintain accreditation by the San Joaquin County EMS Agency as a condition of providing EMD services for the City.

(c) The City and the Association acknowledge that in the event the San Joaquin County EMS Agency rescinds the certification of any bargaining unit employee as a result of any dispute arising from the exercise of the power set forth in San Joaquin County EMS Agency Policy No. 2101 (or any successor or similar policy), the City will make every effort, insofar as practicable and fiscally responsible, to employ such persons in positions for which such employees are qualified or may become qualified within a reasonable period of time and that do not require accreditation by the San Joaquin County EMS Agency.

(d) Emergency Medical Services (EMS) Dispatcher Accreditation Pay. Effective January 1, 2009, the City shall compensate all bargaining unit Fire Telecommunicators who are accredited as San Joaquin County Emergency Medical Services Dispatchers an additional one-hundred seventy-five dollars ($175) per month. If the employee fails to maintain the accreditation or if the accreditation is no longer required for the position, payment of the stipend shall cease.

(e) Continuing Education for Emergency Medical Dispatchers. The City shall provide to Fire Telecommunicators all necessary EMD continuing education during normal working hours and at no cost to the employee. However, employees who do not participate in the EMD training offered by the City during normal working hours shall be responsible to complete the necessary continuing education on their own time without additional compensation; provided, however, that all necessary ride-along hours shall be compensated as time worked.
ARTICLE 16. INSURANCE PLANS

16.1 Health, Dental, Vision, and Prescription Benefits

(a) **Modified Employee Medical Plan.** The City shall continue to provide at no cost to active bargaining unit employees (including spouses/registered domestic partners and eligible dependents) hospitalization, medical, and prescription drug benefits as described in the City’s of Stockton’s Modified Employee Medical Plan, effective January 1, 1993, as amended on February 1, 2008, which is attached as Appendix A and incorporated by this reference.

(b) The City shall continue to provide at no cost to active bargaining unit employees (including spouses/registered domestic partners and eligible dependents) dental and orthodontic benefits through existing providers according to the plan benefits in effect at the time of the execution of this Memorandum of Understanding.

1. The annual dental maximum benefit is one-thousand four-hundred dollars ($1,400) effective January 1, 2008.

2. The lifetime orthodontic maximum is two-thousand dollars ($2,000) effective January 1, 1997.

(c) The City shall continue to provide at no cost to active bargaining unit employees (including spouses/registered domestic partners and eligible dependents) vision coverage through providers according to the plan benefits in effect at the time of the execution of this Memorandum of Understanding.

(d) The City and the Association shall meet and confer in calendar year 2011 to discuss Health, Dental, Vision and Prescription Benefits provided under this Article 16.1. If the parties fail to reach agreement, the existing provisions of Article 16.1 shall remain unchanged.

(e) Beginning January 1, 2009, SCEA agrees to participate in a joint labor-management committee to develop strategies to reduce the City’s healthcare costs while maintaining access to quality healthcare.

16.2 Long Term Disability Insurance

The City shall provide, at no cost to the employee, long term disability insurance coverage. Essentially, this is an income protection plan which provides disability income for employees including:

(a) Each disability—66⅔ % of salary.
(b) Disability income payments shall commence after the employee has utilized all sick leave benefits to which the employee may be entitled or after a thirty (30) day waiting period whichever is the longer.

(c) Benefit payable until age sixty-five (65).

16.3 Life Insurance

The City shall provide, at no cost to the employee, a term life insurance policy, equal to one and one-half (1½) times the employee’s annual salary.

16.4 Retirement Medical Allowance for Bargaining Unit Employees Hired Prior to January 1, 2009

The City shall continue to contribute all premiums necessary for the purpose of providing hospital—medical and prescription benefits for each current City employee hired before January 1, 2009, who thereafter retires. Such coverage shall include one (1) dependent and shall be determined as follows:

1. Normal Service Retirement. Eligibility for the allowance provided by this Article is limited to employees who are retired subsequent to March 1, 2000, with fifteen (15) years of City service and who have retired at age fifty (50) or later. Such allowance shall terminate at age sixty-five (65).

2. Disability Retirement. Eligibility for the allowance provided by this Article is limited to employees who have retired subsequent to March 1, 2000, and such allowance shall be limited to a maximum of fifteen (15) years or the attainment of age sixty-five (65), whichever occurs first.

16.5 Retirement Medical Supplement for Bargaining Unit Employees Hired Prior to January 1, 2009

Bargaining unit employees hired before January 1, 2009, and retiring on or after January 1, 1997, who are eligible for retirement medical allowance under Article 16.4, which includes one (1) dependent, will continue to be covered under the City’s Modified Employee Medical Plan, when they reach age sixty-five (65), as supplemental and secondary coverage to Medicare, or any other medical plan available through the employee or the employee’s spouse. The affected employee shall be responsible for paying any associated costs for Medicare coverages Part A and B.

16.6 Defined Contribution for Retiree Medical for Bargaining Unit Employees Hired on or After January 1, 2009

(a) Bargaining unit employees hired on or after January 1, 2009, shall have retiree health benefits provided under a City-established defined contribution Retiree Medical Trust (“Trust”).
(b) Bargaining unit employees hired on or after January 1, 2009, shall contribute three percent (3%) of their base salary to the Trust. Additionally, the City shall contribute to the Trust an amount equal to two percent (2%) of the employee’s base salary. Thus, the combined total of the City and the employee contribution to the Trust shall be five percent (5%).

(c) For bargaining unit employees hired after January 1, 2009, the amount of any distribution will depend entirely on the amount of the employee and City contributions and the terms of the Trust.

(d) Bargaining unit employees hired on or after January 1, 2009, shall not be eligible for either the regular Retiree Medical Allowance (to age 65) or the Supplemental Allowance (after age 65) as set forth in Article 16.4 and Article 16.5 of this Memorandum of Understanding.

16.7 Retiree Medical Trust for Unit Members Hired on or After January 1, 2009

(a) As soon as practicable, after January 1, 2009, the City shall establish a Retiree Medical Trust ("Trust") that will be governed by Trustees selected by the Association and the City for purposes of receiving employee and City contributions, and for paying a monthly distribution to the City’s health plan to subsidize premiums on behalf of eligible retirees.

(b) The City will seek an IRS ruling so that employee and City contributions will be pre-tax, including the contribution of employee accrued sick leave pay-off. The City will also seek tax-exempt status for the Trust’s earnings and the benefits paid from the Trust.
ARTICLE 17. SALARIES

17.1 Salary Adjustments

(a) Effective on each of the following six (6) listed dates, the City shall increase the salaries of all bargaining unit employees by a percentage based on the Revenue Growth Formula of ninety percent (90%) of the actual growth from prior year in the City of Stockton's General Fund for: (1) property tax; (2) sales and use tax; (3) utility user tax; and (4) business license tax as determined by comparing the actual year-end amounts reported in the Comprehensive Annual Financial Reports (CAFRs) according to the following table; provided, however, that each salary increase shall be not less than two and one-half percent (2.5%) and not more than seven percent (7%).

<table>
<thead>
<tr>
<th>Date of Salary Increase</th>
<th>Fiscal Years Used to Determine Revenue Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2009</td>
<td>90% of revenue growth from FY 2007-2008 compared to FY 2006-2007</td>
</tr>
<tr>
<td>July 1, 2010</td>
<td>90% of revenue growth from FY 2008-2009 compared to FY 2007-2008</td>
</tr>
<tr>
<td>July 1, 2011</td>
<td>90% of revenue growth from FY 2009-2010 compared to FY 2008-2009</td>
</tr>
<tr>
<td>July 1, 2012</td>
<td>90% of revenue growth from FY 2010-2011 compared to FY 2009-2010</td>
</tr>
<tr>
<td>July 1, 2013</td>
<td>90% of revenue growth from FY 2011-2012 compared to FY 2010-2011</td>
</tr>
<tr>
<td>June 30, 2014</td>
<td>90% of revenue growth from FY 2012-2013 compared to FY 2011-2012</td>
</tr>
</tbody>
</table>

(b) The City agrees to notify the Association of any change in accounting procedures, legislative changes, and the like, that may materially affect the determination of growth in City revenues as described in Article 17.1(a), and to negotiate with the Association an agreed-upon Revenue Growth Formula should any such change occur.

(c) In the event the City hereafter agrees to a higher percentage than ninety percent (90%) of any index for any other employee organization or group for determination of salary adjustments, the City shall notify the Association and the higher percentage shall also apply to the Association when determining salary adjustments.
(d) The City and the Association agree to reopen this Article 17.1 to discuss the revenue growth formula used to determine across-the-board salary increases. If the parties fail to reach an agreement on any changes that may be proposed by either party, the existing provisions of Article 17.1 shall remain unchanged.

17.2 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be minimum salary for the class to which that employee is appointed. When circumstances warrant, the Director of Human Resources or Director’s designee may approve an entrance salary which is more than the minimum salary for the class to which that employee is appointed. Such a salary may not be more than the maximum salary for the class to which the employee is appointed.

17.3 Salary Equivalents

Any monthly, daily or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases when such a conversion is appropriate. In determining equivalent amounts on different time bases, the City shall provide tables or regulations for the calculation of payment for service of less than full-time, and for use converting monthly salaries to hourly rates, as well as for calculating hourly rates. Overtime rate and premium pay shall be calculated according to the provisions of the Fair Labor Standards Act.
17.4 **Salary Step Plan**

Salary ranges for bargaining unit classifications shall consist of six (6) salary steps in each range.

1. The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the Director of Human Resources or Director's designee may authorize appointment above the first step after receiving the recommendation of the department head. The same provision shall apply to hourly-paid and part-time employees.)

If a department head recommends withholding increases to salary steps two (2) through six (6) because an employee has not achieved the level of performance required, notice must be received by the Director of Human Resources at least four weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation. Failure to abide by the above four week limitation shall not automatically cause a step increase to be granted; however, if an employee does not receive notice by the actual anniversary date, the increase shall be automatically granted.

2. The second step shall be paid upon the satisfactory completion of the probationary period.

3. The third step shall be paid upon the satisfactory completion of one year of service at the second step.

4. The fourth step shall be paid upon the satisfactory completion of one year of service at the third step.

5. The fifth step shall be paid upon the satisfactory completion of one year of service at the fourth step and upon written recommendation of the department head.

6. The sixth step shall be paid upon the satisfactory completion of one year of service at the fifth step and upon written recommendation of the department head.

Regardless of an employee's length of service, step advancements in any given class may be made upon recommendation of the department head with the approval of the Director of Human Resources, but not above Step No. 6 for a given range.

Salary step increases shall be effective the first day of the pay period following appointment or revision. If the date of appointment or revision is the first day of a pay period, salary step increases shall be as of that date.

Changes in an employee's salary because of promotion, demotion, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee, which date shall be as stated in the preceding paragraph.

Salary range adjustments for a classification will not set a new salary anniversary date for employees' serving in that classification.

17.5 **Salary Step After Military Leave**

All employees who have been granted military leave shall, upon their return to the City service, be entitled to the automatic salary advances within the range of their classification for the period they were in the military service.
17.6 **Salary Step When Salary Range Is Increased**

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee’s step held in the previous range, unless otherwise specifically provided for by the Director of Human Resources.

17.7 **Salary Step After Promotion or Demotion**

(a) When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a salary equal to, or greater than the minimum rate for the higher class, that employee shall be entitled to the next step in the salary scale of the higher class which is approximately five percent (5%) above the employee’s current salary, except that the next step shall not exceed the maximum salary of the higher class.

(b) When an employee is demoted, whether such demotion is voluntary or otherwise, that employee’s compensation shall be adjusted to the salary prescribed for the class to which demoted.

1. If the salary of an employee is reduced for cause or disciplinary reasons, the employee shall receive the salary at the step ordered by the Appointing Authority.

2. If the salary of the employee is reduced through no fault of the employee (i.e., layoff), the employee shall be placed at the highest step in the lower salary range that does not exceed the employee’s monthly salary immediately prior to the reduction.

(c) “Y” Rate

When an employee’s classification is changed to a lower paid classification as the result of a classification study or other action, the employee may be placed on a “Y” rate. A “Y” rate means that the monthly compensation for the employee shall remain in effect until such time as further changes in the pay range of the new classification exceeds the “Y” rate.

17.8 **Salary on Transfer**

An employee may be transferred from a class in one department, or to a position of the same class in another department, or to a comparable class, with the approval of both the employee and department heads. In the case of a comparable class, the employee must be qualified, as determined by the Director of Human Resources. The Director of Human Resources, in making such a determination, must assure that the maximum salary rate for the classes in question are within two and one-half percent (2½ %), and shall consider, among other things, whether the employee possesses the minimum qualifications for such class, and is able to demonstrate through education, experience, or successful completion of pertinent test, that he/she is qualified for the transfer. If the transfer involves a change from the jurisdiction of one appointing authority to another, both must consent thereto.
17.9 **Salary on Reinstatement**

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, the salary shall not be higher than the salary at the time of employee's separation unless there has been an increase within the salary range.

17.10 **Acting Pay**

Any employee who is assigned in writing to work in a higher paid classification and who performs a majority of the duties of that higher position, shall receive the rate of pay at a step in the range of the higher classification which would have been received if the employee had been promoted into that classification. Such written authorization must be made by the appointing authority and must be made prior to the effective date of the acting assignment. Compensation for acting pay will be based on each full shift worked.

Time in acting status does not normally qualify an employee for future step increases.

17.11 **Special Assignment Pay**

The City Manager may approve additional compensation in an amount not to exceed one additional salary step for bargaining unit employees assigned for the duration of special assignment to additional duties, responsibilities or hours.

17.12 **Salary Survey Implementation**

The salary recommendations contained in the Fiscal Year 2008 Salary Survey shall be implemented in the following manner:

(a) Effective January 1, 2009, the City shall implement the results of the classification and compensation salary survey (Appendix B) by increasing the base salary of the affected classifications by one-half (1/2) of the dollar amount shown on Appendix B.

(b) Effective January 1, 2010, the City shall further implement the results of the classification and compensation salary survey (Appendix B) by increasing the base salary of the affected classifications by the remaining one-half (1/2) of the dollar amount shown on Appendix B.

(c) The City shall conduct a classification and compensation study based on July 1, 2011, classification and compensation data. The City shall have no obligation to implement the survey data findings. The data gathered shall be used for information and discussion purposes between the City and the Association during year 2011 reopeners concerning retirement, health care, and Revenue Growth Formula calculations.

17.13 **Pay Equity Adjustments**

The City recognizes that there may be a need for pay equity salary adjustments for selected classifications, as a result of recruitment problems, reclassifications, and/or organizational changes during the year. The City, in its sole discretion, may make such pay equity adjustments, but agrees to discuss such changes with the Association.
ARTICLE 18. VOLUNTARY TRANSFER

A bargaining unit employee may apply for a transfer to a position in the same or comparable classification in accordance with the City Civil Service Rules. Such request must be submitted in writing to the Human Resources Department. The names of such bargaining unit employees together with other eligible applicants, will be forwarded to the department head to fill existing vacancies. Such bargaining unit employees will not be accorded any hiring preference.
ARTICLE 19. SEVERABILITY OF PROVISIONS

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum shall be null and void but such nullification shall not affect any of the other provisions of this Memorandum of Understanding, all of which shall remain in full force and effect.

In the event that Federal Legislation changes the current applicability of the Fair Labor Standards Act, both parties agree to consult and/or confer on the impacts of such legislation to the extent required by law.
ARTICLE 20. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Association.
ARTICLE 21. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. Neither party shall, during the term of this Memorandum of Understanding, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.
ARTICLE 22. DURATION OF AGREEMENT

This Memorandum of Understanding shall be effective the date of execution, and shall remain in full force and effect to and including the 30th day of June 2014, and shall continue thereafter from year to year unless at least sixty (60) days prior to its expiration, either party gives written notice to the other of its desire to amend, modify, or terminate this Memorandum of Understanding.
ARTICLE 23. MAINTENANCE OF OPERATIONS/CITY RIGHTS

(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented thereby agrees that from the date of execution through and inclusive of June 30, 2014, or six (6) months following receipt of a notice of request for reopening of this Memorandum of Understanding by either party consistent with provisions of Article 22, or six months following the date of mutual agreement to reopen the Memorandum consistent with Article 21, the Association or any person acting in its behalf, or each employee in a classification represented by the Association, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, or refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

(b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction, that the employee is, or has, engaged in any activity prohibited by Section (a) of this Article. The City may take other action, which it deems appropriate.

(c) If the City Council, by majority vote, determines to its satisfaction, that Section (a) of this Article has been violated by the Association, the City may take such remedial action as it deems appropriate.

(d) The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by Subsection (a) hereinabove, the Association agrees to take supercrogatory steps necessary to assure compliance with this Memorandum of Understanding.

(e) The Rights of the City as set forth in Section 5 of Resolution #32,538, dated August 4, 1975, are incorporated herein by reference.
IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on October 12, 2008, and by an affirmative vote of the Stockton City Council on December 9, 2008. The parties hereto have executed this Memorandum of Understanding this ___ day of December 2008.

Stockton City Employees' Association

Mary Mazza Morley
President

Gerald Henderson
First Vice President

Jamy White
Treasurer

Jenny Marquez
Board Member

Approved as to form:
ROSE LAW FIRM, P.C.

By:
Joseph W. Rose
Attorney for Association

By:

Alva "Wally" Storm
Labor Relations Consultant

City of Stockton

J. Gordon Palmer, Jr.
City Manager

Dianna R. Garcia, Esq.
Director of Human Resources

Dionysia Smith
Assistant Director of Human Resources

Ethel Francois
Deputy Director of Human Resources

Approved as to form:
Ren Nosky, City Attorney

By:

Michon Johnson
Deputy City Attorney

ATTEST:
CITY CLEER

Memorandum of Understanding (SCEA Master Agreement) 63
# Appendix A - City of Stockton's Modified Employee Medical Plan (Benefit Recap)

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>% PAID</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,000,000 Lifetime $ Maximum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deductible</td>
<td></td>
<td>$150.00 per person, per year ($450.00 per family)</td>
</tr>
<tr>
<td>Acupuncture</td>
<td>60%</td>
<td>Limited to 12 visits per calendar year.</td>
</tr>
<tr>
<td>Alcohol and Drug Treatment (Substance Abuse Benefit)</td>
<td>100%</td>
<td>Three residential treatment programs per lifetime per member, of up to 30 days each, as follows: 1st Admission: 100%; 2nd Admission: 75%; 3rd Admission: 50%. Must initiate through the City's E.A.P. Program. For active &amp; family members only, not retirees.</td>
</tr>
<tr>
<td>Ambulance</td>
<td>80%</td>
<td>Ground or Air.</td>
</tr>
<tr>
<td>Annual Physical/Preventive Care Office Visit</td>
<td>80%</td>
<td>Based on specific guidelines and services recommended by the physician. (80% office visit), (100% for lab/diagnostic).</td>
</tr>
<tr>
<td>Lab/Diagnostic</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Chiropractic Visits</td>
<td>80%</td>
<td>Of allowable amounts. Subject to utilization review.</td>
</tr>
<tr>
<td>Emergency Physician</td>
<td>100%</td>
<td>For surgery or for other approved emergency services. (Non-emergency illness 50%).</td>
</tr>
<tr>
<td>Emergency Room</td>
<td>100%</td>
<td>1st treatment of accident injury within 72 hours if health endangering or life threatening acute illness. Otherwise 50%.</td>
</tr>
<tr>
<td>Hearing Aids</td>
<td>80%</td>
<td>Lifetime max of $6,000 per member.</td>
</tr>
<tr>
<td>Home Health Care and Hospice</td>
<td>100%</td>
<td>Subject to Case Management.</td>
</tr>
<tr>
<td>Hospitalization</td>
<td>100%</td>
<td>Semi-private room rate. Pre-admit certification required if non-emergency. Concurrent utilization review required. If non-member hospital used in area where member hospitals are available (70%).</td>
</tr>
<tr>
<td>Inpatient Psychiatric</td>
<td>80%</td>
<td></td>
</tr>
<tr>
<td>Other Covered Services/Supplies</td>
<td>varies</td>
<td>See Plan document for complete list.</td>
</tr>
<tr>
<td>Outpatient Mental or Nervous Disorder Treatment</td>
<td>80%</td>
<td>First 5 visits per year. 60% next 10 visits per year. (Maximum 15 visits per year. Must initiate through the City's E.A.P. Program.)</td>
</tr>
<tr>
<td>Outpatient Radiology/Lab</td>
<td>100%</td>
<td>Includes Preventive care: pap smear, mammogram, prostate, and other covered services.</td>
</tr>
<tr>
<td>Physicians Office Visits</td>
<td>80%</td>
<td></td>
</tr>
<tr>
<td>Pregnancy</td>
<td>100%</td>
<td>Normal or C-Section for employee or spouse/registered domestic partner.</td>
</tr>
<tr>
<td>Prescription Drug Program</td>
<td>100%</td>
<td>After $3 Generic / $8 Brand name, co-pay for up to 60 day supply of prescription drugs &amp; insulin. No vitamins. (Note: Does not apply to deductible or maximum out-of-pocket).</td>
</tr>
<tr>
<td>Radiation/Chemotherapy/Dialysis</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Surgeon/Anesthesiologist</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Therapy Benefits</td>
<td>100%</td>
<td>100% of allowed amount for physical, respiratory and cardiac therapy, and speech therapy following surgery, injury or non-congenital organic disease. <strong>Utilization Review Required.</strong></td>
</tr>
</tbody>
</table>
Employee Maximum out-of-pocket: After the employee pays $1,000 in co-pays and deductibles for covered medical expenses incurred by a person during a single year, the Plan will then pay 100% of covered expenses for that person for the remainder of the year.

The Benefit Recap is to be used strictly for a brief overview of benefits provided by the medical plan. Please refer to the Plan Document for detailed coverage information. All services/supplies must be medically necessary with (the exception of preventive care).
# APPENDIX B – CITY OF STOCKTON 2007 CLASSIFICATION AND COMPENSATION STUDY

## City of Stockton

Multi-Year Adjustments by Bargaining Unit (No Inflation)

(Employee in Below Market Job Classes and Annual Adjustment Costs)

<table>
<thead>
<tr>
<th>Bargaining Unit</th>
<th># of Employees</th>
<th>Total Payroll of Barg Unit</th>
<th># yrs Adjusted</th>
<th>Cost of Annual Adjustment Over 3 Years</th>
<th>Cost of Annual Adjustment Over 4 Years</th>
<th>Cost of Annual Adjustment Over 5 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-SCEA Prof Tech</td>
<td>166</td>
<td>$11,158,715</td>
<td>121</td>
<td>$173,776</td>
<td>$130,332</td>
<td>$104,265</td>
</tr>
<tr>
<td>16-SCEA Fire</td>
<td>12</td>
<td>$606,024</td>
<td>0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>15-SCEA Adm Clerical</td>
<td>259</td>
<td>$12,047,816</td>
<td>64</td>
<td>$30,038</td>
<td>$22,528</td>
<td>$16,023</td>
</tr>
<tr>
<td>Totals:</td>
<td>457</td>
<td>$23,903,355</td>
<td>185</td>
<td>$203,814</td>
<td>$152,860</td>
<td>$122,286</td>
</tr>
</tbody>
</table>

Total Cost over 3, 4, or 5 Years: $811,441

## SCEA Classifications listed below are base salaries under market and will receive an increase based on the 2007 Classification and Compensation Study

<table>
<thead>
<tr>
<th>Class Code</th>
<th>Current Job Classification Title</th>
<th>Top Step Annual Base Salary as of 11/20/08</th>
<th>% Under Market Variance</th>
<th>$ Under Market Variance</th>
<th>1/1/2009</th>
<th>1/1/2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>10627</td>
<td>Evidence Technician I</td>
<td>$46,212</td>
<td>16.92%</td>
<td>$7,819.07</td>
<td>$3,909.54</td>
<td>$3,909.54</td>
</tr>
<tr>
<td>10625</td>
<td>Evidence Technician II</td>
<td>$51,072</td>
<td>16.92%</td>
<td>$6,641.38</td>
<td>$4,320.69</td>
<td>$4,320.69</td>
</tr>
<tr>
<td>10759</td>
<td>Senior Evidence Technician</td>
<td>$57,012</td>
<td>16.92%</td>
<td>$9,646.43</td>
<td>$4,823.22</td>
<td>$4,823.22</td>
</tr>
<tr>
<td>10577</td>
<td>Property Clerk</td>
<td>$42,540</td>
<td>14.23%</td>
<td>$6,053.44</td>
<td>$3,026.72</td>
<td>$3,026.72</td>
</tr>
<tr>
<td>10641</td>
<td>Real Property Agent I</td>
<td>$57,190</td>
<td>13.58%</td>
<td>$7,765.04</td>
<td>$3,882.52</td>
<td>$3,882.52</td>
</tr>
<tr>
<td>10454</td>
<td>Real Property Agent II</td>
<td>$66,504</td>
<td>13.58%</td>
<td>$9,031.24</td>
<td>$4,515.62</td>
<td>$4,515.62</td>
</tr>
<tr>
<td>10413</td>
<td>Senior Real Property Agent</td>
<td>$75,720</td>
<td>13.58%</td>
<td>$10,282.78</td>
<td>$5,141.39</td>
<td>$5,141.39</td>
</tr>
<tr>
<td>10301</td>
<td>Geographic Information Systems Analyst I</td>
<td>$52,740</td>
<td>13.08%</td>
<td>$6,898.39</td>
<td>$3,449.20</td>
<td>$3,449.20</td>
</tr>
<tr>
<td>10447</td>
<td>Geographic Information Systems Analyst II</td>
<td>$85,052</td>
<td>13.08%</td>
<td>$8,508.80</td>
<td>$4,254.40</td>
<td>$4,254.40</td>
</tr>
<tr>
<td>10373</td>
<td>Geographic Information Systems Specialist I</td>
<td>$52,740</td>
<td>13.08%</td>
<td>$6,898.39</td>
<td>$3,449.20</td>
<td>$3,449.20</td>
</tr>
<tr>
<td>10530</td>
<td>Geographic Information Systems Specialist II</td>
<td>$57,072</td>
<td>13.08%</td>
<td>$7,466.02</td>
<td>$3,732.51</td>
<td>$3,732.51</td>
</tr>
<tr>
<td>10458</td>
<td>Senior Geographic Information Systems Analyst</td>
<td>$77,100</td>
<td>13.08%</td>
<td>$10,084.68</td>
<td>$5,042.34</td>
<td>$5,042.34</td>
</tr>
<tr>
<td>10353</td>
<td>Senior Geographic Information Systems Specialist</td>
<td>$63,324</td>
<td>13.08%</td>
<td>$8,282.78</td>
<td>$4,141.39</td>
<td>$4,141.39</td>
</tr>
<tr>
<td>10196</td>
<td>Economic Development Analyst</td>
<td>$63,828</td>
<td>12.71%</td>
<td>$8,112.54</td>
<td>$4,056.27</td>
<td>$4,056.27</td>
</tr>
<tr>
<td>10455</td>
<td>Senior Systems Analyst</td>
<td>$77,100</td>
<td>12.56%</td>
<td>$9,663.76</td>
<td>$4,841.88</td>
<td>$4,841.88</td>
</tr>
<tr>
<td>10300</td>
<td>Systems Analyst I</td>
<td>$52,740</td>
<td>12.56%</td>
<td>$6,624.14</td>
<td>$3,312.07</td>
<td>$3,312.07</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------------------------</td>
<td>------------------------------------------</td>
<td>--------------------------</td>
<td>-------------------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>10449</td>
<td>Systems Analyst II</td>
<td>$65,052</td>
<td>12.56%</td>
<td>$8,170.53</td>
<td>$4,085.27</td>
<td>$4,085.27</td>
</tr>
<tr>
<td>10628</td>
<td>Engineering Aide</td>
<td>$41,868</td>
<td>11.67%</td>
<td>$4,886.00</td>
<td>$2,443.00</td>
<td>$2,443.00</td>
</tr>
<tr>
<td>10399</td>
<td>Telecommunications Coordinator</td>
<td>$57,160</td>
<td>8.79%</td>
<td>$5,597.92</td>
<td>$2,798.96</td>
<td>$2,798.96</td>
</tr>
<tr>
<td>10842</td>
<td>Police Court Coordinator</td>
<td>$57,120</td>
<td>9.47%</td>
<td>$5,400.26</td>
<td>$2,704.63</td>
<td>$2,704.63</td>
</tr>
<tr>
<td>10600</td>
<td>Administrative Analyst I</td>
<td>$56,784</td>
<td>9.39%</td>
<td>$5,332.02</td>
<td>$2,666.01</td>
<td>$2,666.01</td>
</tr>
<tr>
<td>10395</td>
<td>Administrative Analyst II</td>
<td>$56,036</td>
<td>9.39%</td>
<td>$6,200.78</td>
<td>$3,100.39</td>
<td>$3,100.39</td>
</tr>
<tr>
<td>10350</td>
<td>Public Works Inspector</td>
<td>$68,040</td>
<td>8.47%</td>
<td>$5,762.99</td>
<td>$2,881.49</td>
<td>$2,881.49</td>
</tr>
<tr>
<td>10321</td>
<td>Fire Prevention Inspector I</td>
<td>$56,280</td>
<td>6.90%</td>
<td>$3,883.32</td>
<td>$1,941.66</td>
<td>$1,941.66</td>
</tr>
<tr>
<td>10315</td>
<td>Fire Prevention Inspector II</td>
<td>$62,316</td>
<td>6.90%</td>
<td>$4,299.80</td>
<td>$2,149.90</td>
<td>$2,149.90</td>
</tr>
<tr>
<td>10475</td>
<td>Senior Accountant</td>
<td>$74,620</td>
<td>6.64%</td>
<td>$4,965.05</td>
<td>$2,484.02</td>
<td>$2,484.02</td>
</tr>
<tr>
<td>10299</td>
<td>Network Support Analyst I</td>
<td>$52,740</td>
<td>5.82%</td>
<td>$3,069.47</td>
<td>$1,534.73</td>
<td>$1,534.73</td>
</tr>
<tr>
<td>10448</td>
<td>Network Support Analyst II</td>
<td>$65,052</td>
<td>5.82%</td>
<td>$3,786.03</td>
<td>$1,893.01</td>
<td>$1,893.01</td>
</tr>
<tr>
<td>10455</td>
<td>Senior Network Support Analyst</td>
<td>$77,100</td>
<td>5.62%</td>
<td>$4,487.22</td>
<td>$2,243.61</td>
<td>$2,243.61</td>
</tr>
<tr>
<td>10459</td>
<td>Technology Project Coordinator</td>
<td>$77,100</td>
<td>5.62%</td>
<td>$3,487.22</td>
<td>$2,243.61</td>
<td>$2,243.61</td>
</tr>
<tr>
<td>15928</td>
<td>Animal Services Assistant I</td>
<td>$36,604</td>
<td>10.49%</td>
<td>$2,119.36</td>
<td>$1,059.68</td>
<td>$1,059.68</td>
</tr>
<tr>
<td>15964</td>
<td>Animal Services Assistant II</td>
<td>$42,540</td>
<td>6.49%</td>
<td>$2,335.45</td>
<td>$1,167.72</td>
<td>$1,167.72</td>
</tr>
<tr>
<td>15921</td>
<td>Animal Services Officer</td>
<td>$44,676</td>
<td>6.49%</td>
<td>$2,452.71</td>
<td>$1,226.36</td>
<td>$1,226.36</td>
</tr>
<tr>
<td>15775</td>
<td>Senior Animal Services Officer</td>
<td>$55,548</td>
<td>7.14%</td>
<td>$3,049.59</td>
<td>$1,524.79</td>
<td>$1,524.79</td>
</tr>
<tr>
<td>10639</td>
<td>Engineering Technician I</td>
<td>$56,224</td>
<td>4.93%</td>
<td>$2,870.44</td>
<td>$1,435.22</td>
<td>$1,435.22</td>
</tr>
<tr>
<td>10526</td>
<td>Engineering Technician II</td>
<td>$61,260</td>
<td>4.93%</td>
<td>$3,020.12</td>
<td>$1,510.06</td>
<td>$1,510.06</td>
</tr>
<tr>
<td>10351</td>
<td>Senior Engineering Technician</td>
<td>$67,908</td>
<td>4.93%</td>
<td>$3,347.86</td>
<td>$1,673.93</td>
<td>$1,673.93</td>
</tr>
<tr>
<td>10500</td>
<td>Accountant II</td>
<td>$67,632</td>
<td>6.63%</td>
<td>$3,131.36</td>
<td>$1,565.68</td>
<td>$1,565.68</td>
</tr>
<tr>
<td>10603</td>
<td>Housing &amp; Financial Advisor</td>
<td>$58,452</td>
<td>4.63%</td>
<td>$2,706.33</td>
<td>$1,353.16</td>
<td>$1,353.16</td>
</tr>
<tr>
<td>10411</td>
<td>Senior Housing and Financial Advisor</td>
<td>$66,636</td>
<td>6.63%</td>
<td>$3,095.25</td>
<td>$1,542.62</td>
<td>$1,542.62</td>
</tr>
<tr>
<td>10610</td>
<td>Planning Technician I</td>
<td>$48,348</td>
<td>3.96%</td>
<td>$1,914.58</td>
<td>$957.29</td>
<td>$957.29</td>
</tr>
<tr>
<td>10696</td>
<td>Planning Technician II</td>
<td>$52,680</td>
<td>3.96%</td>
<td>$2,006.13</td>
<td>$1,043.06</td>
<td>$1,043.06</td>
</tr>
<tr>
<td>10677</td>
<td>Senior Planning Technician</td>
<td>$50,960</td>
<td>3.96%</td>
<td>$2,141.02</td>
<td>$1,207.01</td>
<td>$1,207.01</td>
</tr>
<tr>
<td>10660</td>
<td>Buyer I</td>
<td>$54,396</td>
<td>3.74%</td>
<td>$2,034.41</td>
<td>$1,017.21</td>
<td>$1,017.21</td>
</tr>
<tr>
<td>10490</td>
<td>Buyer II</td>
<td>$60,048</td>
<td>3.74%</td>
<td>$2,245.80</td>
<td>$1,122.90</td>
<td>$1,122.90</td>
</tr>
<tr>
<td>10253</td>
<td>Crime Analyst</td>
<td>$63,828</td>
<td>3.11%</td>
<td>$2,112.71</td>
<td>$1,056.35</td>
<td>$1,056.35</td>
</tr>
<tr>
<td>15910</td>
<td>Police Records Assistant I</td>
<td>$39,540</td>
<td>2.24%</td>
<td>$886.70</td>
<td>$442.86</td>
<td>$442.86</td>
</tr>
<tr>
<td>15851</td>
<td>Police Records Assistant II</td>
<td>$42,540</td>
<td>2.24%</td>
<td>$952.90</td>
<td>$476.45</td>
<td>$476.45</td>
</tr>
<tr>
<td>15958</td>
<td>Police Records Assistant III</td>
<td>$45,852</td>
<td>2.24%</td>
<td>$1,027.08</td>
<td>$513.54</td>
<td>$513.54</td>
</tr>
<tr>
<td>10642</td>
<td>Accountant I</td>
<td>$59,748</td>
<td>1.59%</td>
<td>$949.99</td>
<td>$475.00</td>
<td>$475.00</td>
</tr>
<tr>
<td>15980</td>
<td>Accounting Office Assistant I</td>
<td>$44,136</td>
<td>1.21%</td>
<td>$534.06</td>
<td>$267.02</td>
<td>$267.02</td>
</tr>
<tr>
<td>15989</td>
<td>Accounting Office Assistant II</td>
<td>$47,052</td>
<td>1.21%</td>
<td>$569.33</td>
<td>$284.66</td>
<td>$284.66</td>
</tr>
<tr>
<td>15812</td>
<td>Senior Accounting Office Assistant</td>
<td>$54,336</td>
<td>1.21%</td>
<td>$657.47</td>
<td>$328.73</td>
<td>$328.73</td>
</tr>
<tr>
<td>10346</td>
<td>Code Enforcement Officer I</td>
<td>$56,280</td>
<td>1.12%</td>
<td>$630.34</td>
<td>$315.17</td>
<td>$315.17</td>
</tr>
<tr>
<td>10313</td>
<td>Code Enforcement Officer II</td>
<td>$62,316</td>
<td>1.12%</td>
<td>$697.84</td>
<td>$348.97</td>
<td>$348.97</td>
</tr>
<tr>
<td>10290</td>
<td>Senior Code Enforcement Officer</td>
<td>$65,508</td>
<td>1.12%</td>
<td>$733.69</td>
<td>$366.84</td>
<td>$366.84</td>
</tr>
<tr>
<td>10318</td>
<td>Combination Inspector I</td>
<td>$61,572</td>
<td>0.57%</td>
<td>$360.96</td>
<td>$175.48</td>
<td>$175.48</td>
</tr>
<tr>
<td>10240</td>
<td>Combination Inspector II</td>
<td>$68,040</td>
<td>0.57%</td>
<td>$387.83</td>
<td>$193.91</td>
<td>$193.91</td>
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<tr>
<td>10355</td>
<td>Assistant Planner</td>
<td>$64,688</td>
<td>0.19%</td>
<td>$122.87</td>
<td>$61.43</td>
<td>$61.43</td>
</tr>
</tbody>
</table>
### SCEA Classifications

SCEA Classifications listed below are base salaries over market and will not receive an increase based on the 2007 Classification and Compensation Study.

<table>
<thead>
<tr>
<th>Class Code</th>
<th>Current Job Classification Title</th>
<th>Top Step Annual Base Salary as of 11/20/08</th>
<th>% Over Market Variance</th>
<th>$ Over Market Variance</th>
<th>1st Increase 1/1/2009</th>
<th>2nd Increase 1/1/2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>15940</td>
<td>Recreation Assistant I</td>
<td>$41,532</td>
<td>14.29%</td>
<td>$5,934.92</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>15909</td>
<td>Recreation Assistant II</td>
<td>$44,676</td>
<td>14.29%</td>
<td>$6,384.20</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>15886</td>
<td>Senior Recreation Assistant</td>
<td>$54,336</td>
<td>14.29%</td>
<td>$7,794.61</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>15925</td>
<td>Library Aide I</td>
<td>$37,620</td>
<td>14.19%</td>
<td>$5,538.28</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>15894</td>
<td>Library Aide II</td>
<td>$41,532</td>
<td>14.19%</td>
<td>$5,693.39</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>15855</td>
<td>Library Driver/Clerk</td>
<td>$40,548</td>
<td>14.19%</td>
<td>$5,753.76</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>15880</td>
<td>Senior Library Aide</td>
<td>$46,920</td>
<td>14.19%</td>
<td>$6,657.95</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>10550</td>
<td>Golf Professional</td>
<td>$58,452</td>
<td>13.77%</td>
<td>$8,048.84</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>10565</td>
<td>Recreation Program Coordinator</td>
<td>$60,348</td>
<td>13.77%</td>
<td>$8,309.92</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>10806</td>
<td>Administrative Aide I</td>
<td>$56,784</td>
<td>11.62%</td>
<td>$6,598.30</td>
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<td>Class Code</td>
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<td>Top Step Annual Base Salary as of 11/20/08</td>
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<td>1st Increase</td>
<td>2nd Increase</td>
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<tr>
<td>10444</td>
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<tr>
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<td>Mail Courier</td>
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</tbody>
</table>

* Increases are representative of salary at top step. Increases to other than top step shall be adjusted by the same proportionate amount.
July 24, 2012

TO: Mayor and City Council

FROM: Teresia Haase, Director of Human Resources

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON CITY EMPLOYEES’ ASSOCIATION

RECOMMENDATION

It is recommended that the City Council adopt by motion the attached Memorandum of Understanding (MOU), effective July 1, 2012 through June 30, 2013, which encompasses agreements regarding compensation, benefits and other terms and conditions of employment with the Stockton City Employees’ Association (SCEA) bargaining unit. City Council shall authorize the City Manager to execute this Memorandum of Understanding between the City of Stockton and Stockton City Employees’ Association bargaining unit. It is further recommended that this action authorize the City Manager to take whatever actions are appropriate to carry out the implementation of this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all previous Memorandums of Understanding, as well as the Pendency Plan for the Stockton City Employees’ Association bargaining unit that was adopted on June 26, 2012.

Summary

Representatives of the City have met and conferred with representatives of the Stockton City Employees’ Association bargaining unit on a new Memorandum of Understanding that becomes effective on July 1, 2012 and has a term of one year, expiring June 30, 2013. This MOU includes proposed reductions in compensation and benefits due to the City of Stockton’s fiscal shortfalls that resulted in the chapter 9 bankruptcy filing. This MOU supersedes the previously adopted Memorandum of Understanding (term through June 30, 2014) and the Pendency Plan adopted by the Council on June 26, 2012 for this unit. It also supersedes all previous side letters and resolutions not included in this MOU.

DISCUSSION

Background

The City has had substantial fiscal shortfalls over the past several years. In 2009 and 2010, the SCEA bargaining unit agreed to both permanent and temporary concessions for employees in their unit to assist the City in balancing its budget. In 2011, the City declared a fiscal emergency and imposed temporary changes in compensation and benefits, due to its continuing budget deficits. Beginning in 2012, the City and
7. Changes in sick leave accruals and elimination of cash value of unused sick leave;
8. Elimination or reduction to the payout of unused sick leave upon separation;
9. Allows management flexibility to require doctor certification for sick leave occurrences;
10. Holiday leave benefit changes such as elimination of employee’s birthday, and limits the value of holidays to 8 hours for all employee work schedules;
11. Elimination of City paid salary continuation for employees on workers compensation;
12. Partial restoration of Longevity Pay at a reduced rate for only one year; longevity pay will be eliminated on June 30, 2013;
13. Reduction of benefit value of City paid Life insurance to $50,000;
14. Increase in the disability waiting period benefit for employees to file for City paid long term disability insurance from 30 days to 90 days;
15. Various changes to standby pay, call back pay and overtime paid to employees, including changing the calculation of overtime eligibility to Federal Fair Labor Standards Act (FLSA) minimum standards;
16. Elimination of dual coverage in City medical plans for employees and retirees, and other medical plan changes in retiree plans;
17. Reduction and then elimination of City paid retiree medical benefits for existing employees over the next fiscal year;
18. Elimination of Retiree Medical Trust Plan and City contribution which applies to some employees in this unit;
19. Layoff and Reemployment Procedure updates;
20. Special leave time bank allowance of 28 hours in FY 2012/13 and 32 hours in FY 2013/14 for consideration of SCEA releasing City of certain claims;
21. SCEA agreement to release and waive all claims towards the City in bankruptcy, and agreement to support the City’s Plan of Adjustment that is not inconsistent with this new MOU or any subsequent MOU between the parties.

FINANCIAL SUMMARY

Implementation of this Memorandum of Understanding will result in approximately $360,000 of General Fund savings and $522,000 in non-general fund programs savings specific to this unit compared to the previous MOU and/or any concessions imposed and/or agreed to under declaration of fiscal emergency in FY 2012/2013. Part of these savings represents SCEA’s agreement to incorporate reductions imposed in prior years and changes approved in the Pendency Plan in its MOU. To reach mutual agreement between the parties some elements of the Pendency Plan have been modified by the MOU.

The reduction of unpaid furloughs from 96 to 62 hours and minor adjustments made to longevity pay were part of the negotiations that resulted in a ratified agreement, and are
STOCKTON CITY EMPLOYEES ASSOCIATION SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2013
STOCKTON CITY EMPLOYEES’ ASSOCIATION UNIT

CITY OF STOCKTON

STOCKTON CITY EMPLOYEES’ ASSOCIATION
MEMORANDUM OF UNDERSTANDING
JULY 1, 2012 – JUNE 30, 2013

SCEA
Stockton City Employees' Association
ARTICLE 1. RECOGNITION ................................................................. 1

ARTICLE 2. ASSOCIATION SECURITY .............................................. 2
  2.1 Dues Deduction ................................................................. 2
  2.2 Agency Fee ..................................................................... 3
  2.3 Use of City Facilities ......................................................... 9
  2.4 Advance Notice ............................................................... 9
  2.5 Attendance at Meetings by Employees ............................. 10
  2.6 Employee Rights ............................................................. 10
  2.7 Assignment of Classifications .......................................... 10

ARTICLE 3. NON-DISCRIMINATION ............................................... 11

ARTICLE 4. PROBATION ............................................................... 12
  4.1 Purpose ......................................................................... 12
  4.2 Original Entrance and Promotional Positions .................. 12
  4.3 Retention/Rejection of Probationer ................................... 12

ARTICLE 5. PERFORMANCE EVALUATIONS .................................. 14
  5.1 Preparation of Draft and Discussion with Employee ........... 14
  5.2 Employee Disagreement with Rating .............................. 14
  5.3 Annual Evaluations ......................................................... 14

ARTICLE 6. PERSONNEL RECORDS .............................................. 15
  6.1 Inspection ..................................................................... 15
  6.2 Review and Response Before Adverse Action ................. 15
  6.3 Request for Removal of Records ..................................... 15

ARTICLE 7. LAYOFF .................................................................. 16
  7.1 Layoff ........................................................................... 16
  7.2 Layoff Scope ................................................................... 16
  7.3 Notice of Layoff ............................................................. 17
  7.4 Precedence by Employment Status ................................. 17
  7.5 Order of Layoff and Employee Options ......................... 18
  7.6 Health and Welfare Benefits During Layoff .................... 18
  7.7 Voluntary Layoff .......................................................... 18

ARTICLE 8. REEMPLOYMENT ....................................................... 20
8.1 Placement of Eligibility List for Position Held ........................................... 20
8.2 Placement on Eligibility List for Qualifying Positions ......................... 20
8.3 Status Upon Reemployment ................................................................. 20
8.4 Temporary Employment ................................................................. 20

ARTICLE 9. DISCIPLINE ........................................................................... 21
9.1 Predispositional Rights ................................................................. 21
9.2 Administrative Leave ................................................................. 21
9.3 Disciplinary Appeal Options ........................................................... 21

ARTICLE 10. GRIEVANCE PROCEDURES .................................................. 23
10.1 Definition .................................................................................. 23
10.2 Filing Deadline .......................................................................... 23
10.3 Grievance Processing ................................................................. 23
10.4 Scope of Arbitration ................................................................. 25
10.5 Other Provisions ................................................................. 26

ARTICLE 11. LEAVES ............................................................................. 27
11.1 Vacation Leave ............................................................................. 27
11.2 Sick Leave ................................................................................ 30
11.3 Other Leaves With Pay ................................................................. 34
11.4 Workers’ Compensation Leave .................................................. 37
11.5 Leave of Absence Without Pay .................................................... 37
11.6 Absence Without Official Leave (AWOL) ........................................ 38

ARTICLE 12. DAYS AND HOURS OF WORK .................................................. 39
12.1 Workweek ................................................................................ 39
12.2 Meal Periods and Rest Periods ..................................................... 41
12.3 Hourly Employees .................................................................. 41
12.4 Regular Part-Time Employees .................................................... 41
12.5 Job Sharing ............................................................................. 42
12.6 Reporting to Work ................................................................. 42
12.7 Shift Bidding .......................................................................... 43
12.8 Work Furloughs ................................................................. 43

ARTICLE 13. OVERTIME ........................................................................ 46
13.1 Overtime Authorization ................................................................. 46
13.2 Definition ................................................................................ 46
13.3 Rest Period During Overtime ..................................................... 47
13.4 Compensatory Time Off (CTO) ..................................................... 47
ARTICLE 14. HOLIDAYS ............................................................................................................ 49
  14.1 Qualifying for Holiday Pay ................................................................................. 49
  14.2 Holidays Observed by the City ......................................................................... 49
  14.3 Compensation for Holidays Worked .................................................................. 50

ARTICLE 15. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY .... 51
  15.1 Retirement Contribution Supplement ................................................................. 51
  15.2 Uniform Allowance ............................................................................................. 52
  15.3 Standby Duty Pay ................................................................................................ 53
  15.4 Call-Back Pay ...................................................................................................... 53
  15.5 Employee Educational Assistance ...................................................................... 54
  15.6 Mileage Expense Reimbursement ...................................................................... 54
  15.7 Voluntary Court Standby .................................................................................... 54
  15.8 Bilingual Pay ....................................................................................................... 54
  15.9 Emergency Medical Services (EMS) Dispatcher Accreditation Pay ............... 54

ARTICLE 16. INSURANCE PLANS ..................................................................................... 56
  16.1 Health, Dental, Vision, and Prescription Benefits .............................................. 56
  16.2 Long Term Disability Insurance ....................................................................... 57
  16.3 State Disability Insurance (SDI) ........................................................................ 58
  16.4 Life Insurance ..................................................................................................... 58
  16.5 Retirement Medical Allowance for Bargaining Unit Employees Hired on or Before June 30, 2011 ............................................................. 58
  16.6 Alternative Retirement Medical Plans ................................................................. 59
  16.7 Medicare Supplemental Coverage Requirements Only .................................... 60
  16.8 Elimination of Retiree Medical Benefits for Unit Members Hired on or after July 1, 2011 ................................................................. 61

ARTICLE 17. SALARIES ................................................................................................. 62
  17.1 Salary Adjustments ............................................................................................. 62
  17.2 Salary Upon Appointment .................................................................................. 62
  17.3 Salary Equivalents ............................................................................................... 62
  17.4 Salary Step Plan .................................................................................................. 63
  17.5 Salary Step After Military Leave ........................................................................ 64
  17.6 Salary Step When Salary Range Is Increased .................................................... 64
  17.7 Salary Step After Promotion or Demotion .......................................................... 64
  17.8 Salary on Transfer .............................................................................................. 65
  17.9 Salary on Reinstatement ...................................................................................... 65
  17.10 Acting Pay ........................................................................................................ 65
  17.11 Special Assignment Pay .................................................................................... 66
  17.12 Pay Equity Adjustments ..................................................................................... 66
ARTICLE 1. RECOGNITION

(a) The Association is the exclusively recognized employee organization having the right to represent employees of the following bargaining units with the City of Stockton:

(1) Administrative, Clerical and Services Unit; and

(2) Professional and Technical Unit

(b) Any City of Stockton employee employed in one of these bargaining units is referred to in this Memorandum of Understanding as a "bargaining unit employee."

(c) The Association, and representatives of the City of Stockton have met and conferred in good faith regarding items within the scope of representation, have exchanged freely information, opinions and proposals, and have endeavored to reach agreement on matters within the scope of representation.

(d) This Memorandum is entered into pursuant to the Meyers-Milius-Brown Act (Government Code Sections 3500 et seq.) and has been jointly prepared by the parties.

(e) This Memorandum shall be presented to the City Council of the City of Stockton, as the joint recommendations of the undersigned, for the period commencing the date of execution, unless specifically stated otherwise, and ending June 30, 2013.
ARTICLE 2. ASSOCIATION SECURITY

2.1 Dues Deduction

(a) General

(1) The Association may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. The Association has the exclusive privilege of dues deduction for its members.

(2) Authorization, cancellation or modification of payroll deductions shall be made upon forms provided or approved by the City. The payroll deduction authorization shall remain in effect until cancelled or modified by the employee by written notice to the City or until the first day of the calendar month following the transfer of the employee to a unit represented by another employee organization as the representative of the unit to which the employee is assigned, or until employment with the City is terminated.

(3) Additional authorization shall not be required for deduction of increased membership dues when such increase has been duly approved by the membership of the Association. Notification of such approval shall be forwarded to the City in the form of written notice of official Association letterhead and signed by the Association President or other duly authorized Association official. Upon receipt of notification, the City shall authorize the payroll deduction of the increased amount.

(4) Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.

(5) In addition to the deduction of dues, the City will deduct from the paychecks of Association members who request it premiums for group insurance and investment plans sponsored by the Association. Such deductions shall be made in one lump sum and only upon signed authorization from the employee upon a form satisfactory to the City.
(6) The employee's earnings must be sufficient after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a nonpaid status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a nonpaid status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the employee organization deduction.

(b) Indemnity and Refund

The Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of Association dues or premiums for benefits. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

2.2 Agency Fee

(a) Employee Rights

(1) The City and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights.

(2) Accordingly, membership in the Association shall not be compulsory. A bargaining unit employee has the right to join the Association as a member, not join the Association but instead pay the Association an agency fee for representation services, or to refrain from either of the above courses of action if qualifying as a religious/conscientious objector as described in Article 2.2, Section (f).
(b) Bargaining Unit Employees' Obligation to Exclusive Representative

(1) A bargaining unit employee who does not fall within one of the exempted categories as set forth in Article 2.2, Section (f), and who has not voluntarily made application for membership in the Association within the sixtieth (60) calendar day following the date upon which said employee has been formally hired by the City as a bargaining unit employee, must as a condition of continued employment in the City pay to the Association an agency fee, in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said bargaining unit employee who is not a member of the Association.

(2) In the event that a bargaining unit employee does not become a member of the Association or pay such fee directly to the Association, the City shall begin automatic payroll deduction. There shall be no charge to the Association for such mandatory agency fee deductions.

(3) Prior to beginning such automatic payroll deduction, the President of the Association will certify to the City in writing that the employee whose pay is to be affected by the deduction has: 1) refused to join the Association; and 2) has refused to tender the amount of the agency fee as defined herein; and 3) has not applied for an exemption under Article 2.2, Section (f). In addition the Association must also certify that it has provided the employee with a copy of the fee verification required by Article 2.2, Section (e).

(c) Definition of Agency Fee

(1) The agency fee collected pursuant to Article 2.2, Section (b) from bargaining unit employees who are not members of the Association shall be an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Association for the duration of this Memorandum of Understanding, minus any amount which is prohibited by the Constitution because such funds pay for political or ideological purposes not related to collective bargaining.

(2) Any dispute as to the amount of the agency fee shall be resolved pursuant to the provisions of Article 2.2, Section (h).
(d) Exceptions

Bargaining unit employees on leave without pay and bargaining unit employees who are in laid off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth herein must be exercised within the first ten (10) work days upon return to paid status.

(e) Annual Verification of Agency Fee by Association

As required by Government Code section 3502.5, the Association shall make available annually, to the City and to the employees who are members of the Association, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

(f) Employees Exempted From Obligation to Pay Agency Fee

(1) Any bargaining unit employee shall be exempt from the requirements of Article 2.2, Section (b), if such employee has a bona fide religious objection as defined by Section 3502.5 of the California Government Code to the payment of any fee in support of an Association or "employee organization" as defined in Section 3501(a) of the California Government Code.

(2) The employee qualifying as exempt from payment of the agency fee (hereinafter the "agency fee objector") shall, as an alternative to payment of an agency fee to the Association, pay an amount equivalent to such agency fee to:

   (A) Women’s Center of San Joaquin County

   (B) United Way

   (C) Any charity jointly agreed in writing by the parties

City of Stockton

Memorandum of Understanding (SCEA Master Agreement)
(3) If a bargaining unit employee desires to be exempted for reasons set forth in Article 2.2, Section (f), the bargaining unit employee must first request such exemption in writing from the Association setting forth with particularity the rationale for the exemption. If the Association notifies the bargaining unit employee in writing that the Association will not honor the request, then the matter shall be referred automatically to a panel for determination according to the procedure set forth below. The panel shall be composed of one (1) person selected by the Association, one (1) person selected by the bargaining unit employee, and an arbitrator selected by the parties chosen from a list submitted by the State of California Mediation and Conciliation Services. If either one or both parties fail to nominate a panel member, the process of hearing will continue without that party’s panel member.

(4) The panel shall first receive arguments and evidence from the bargaining unit employee requesting the exemption. Thereafter the Association may present any arguments or evidence. The proceedings shall be conducted in an informal manner, and the rules of evidence will not apply. The arbitrator shall act as chair and rule on all matters before the panel, with the exception of the final determination of the panel. The panel shall prepare a written decision within fifteen (15) calendar days of the completion of the hearing, which shall be final and binding upon the parties. Any expenses of the panel shall be borne by the parties incurring them; provided, however, that the City shall not be obligated to pay any arbitration panel fees or costs.

(5) Upon receipt of the decision of the panel, the City shall release any funds held in escrow to the Association or to the charity. Any decision by the panel shall apply for the duration of this Memorandum of Understanding.

(6) In addition, the Association may require such exempt bargaining unit employee to submit proof of payment of an amount equivalent to such agency fee to one (1) of the alternative funds or organizations listed above. If the bargaining unit employee has not provided payment, the City will institute deductions pursuant to Article 2.2, Section (b)(2) and forward such monies to a charity listed in Article 2.2, Section (f)(2).

(7) Such payments shall be made on or before January 31 of each year or no more than thirty (30) days after commencing duties for any newly hired employee.
(g) Escrow Account

If any bargaining unit employee either disputes the amount of the fee or disputes whether or not an exemption was appropriately denied, the City shall deposit the fee which was deducted and place such amount into a special escrow account established by the Association for such purposes.

(h) Procedure for a Bargaining Unit Employee Who Contests the Amount of the Fee

(1) The parties agree that in order to provide a uniform definition of the agency fee, any disputes involving the amount of such fee shall be referred to the Association’s procedure for determination, provided that the parties have first complied with the other provisions of this Article.

(2) The Association shall notify the City in writing within twenty (20) days after it becomes aware that any employee disputes the amount of the fee.

(3) The Association will verify in writing to the City that all of the conditions of Article 2.2, Section (b)(3) have been met prior to the City’s initiation of the fee deductions set forth in Article 2.2, Section (b)(2). Thereafter, the City will notify the affected employee in writing that such deductions will commence and a copy of the Association’s written verification will be attached to the City’s notice. Thereafter, the City will begin the deductions.

(4) The monies held in escrow shall be released to the appropriate party upon the rendering of a final decision by the Association’s internal procedure.

(i) Payment Method/Payroll Deduction

(1) A bargaining unit employee may voluntarily sign and deliver to the City a written assignment authorizing deduction of the properly established agency fee as defined in Article 2.2, Section (c), subject to the conditions set forth elsewhere in this Memorandum of Understanding for payroll deductions, or the amount of the fee will be deducted automatically in accordance with Article 2.2, Section (b)(2) herein.

(2) The City is under no obligation to make payroll deductions for the periods during which a bargaining unit employee is either terminated from active employment, or not on the City’s active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.
STOCKTON CITY EMPLOYEES ASSOCIATION SUCCESOR MOU
Term: July 1, 2012 – June 30, 2013
STOCKTON CITY EMPLOYEES’ ASSOCIATION UNIT

(3) Upon the rehiring of any bargaining unit employee, or upon the recalling of any bargaining unit employee from layoff status, the City will resume or initiate dues deductions for such bargaining unit employee.

(j) Obligations of Parties

(1) City’s Obligations

The City’s obligation under this Article is to notify any bargaining unit employee who has failed to comply with the provisions of this Article that, as a condition of continued employment with the City, such bargaining unit employee must become an Association member, or pay a agency fee, or establish an exemption status and make payment pursuant to provisions of Article 2.2, Sections (b) and (c). Under no circumstances shall the City be required to dismiss or otherwise discipline any unit member for failure to fulfill his/her obligations to pay the fees established herein.

The City will provide to the Association the name, classification, department, home address and telephone number for each new employee each month.

(2) Association’s Obligations

Except as specified herein, the Association and not the City, shall be responsible for requiring bargaining unit employees to fulfill obligations defined herein. It is the obligation of the Association to collect any initiation fees, periodic assessments, members dues and/or agency fees which may be due and payable to the Association in consideration for its services as the exclusive representative of unit employees.

(k) Hold Harmless Provision

The Association shall hold the City harmless, and shall fully and promptly reimburse the City for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against the City or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any Article of this Memorandum of Understanding pertaining to agency fees. Such reimbursement shall include, but not be limited to, court costs, litigation expenses, and attorney’s fees incurred by the City. The City shall have the right to be represented by its own attorney in any action in which it is a named party to the action. Disputes over the amount of reimbursement shall be automatically submitted to the arbitration provisions of this Memorandum, Article 10.3(d).
2.3 Use of City Facilities

(a) The Association shall be allowed use of space on available bulletin boards and reasonable use of City computer systems and networks for communications having to do with official Association business, such as times and places of meetings, provided such use does not interfere with the needs of the City.

(b) Any representative of the Association shall give notice to the department head or designated representative when contacting department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Association business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with individual department heads and when made shall continue until revoked by the department head.

(c) City buildings and other facilities may be made available for use by bargaining unit employees and their Association representative(s) in accordance with such administrative procedures as may be established by the City Manager, Director of Human Resources, or department heads concerned.

2.4 Advance Notice

(a) Except in cases of emergency, reasonable advance written notice shall be given to the Association if affected by any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to negotiate if requested with the designated management representatives prior to adoption.

(b) In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Association shall be provided with the notice described above and be given an opportunity if requested to negotiate changes to said notice with the management representatives designated by the City Manager.
2.5 Attendance at Meetings by Employees

City employees who are official representatives or unit representatives of the Association shall be given reasonable time off with pay to attend meetings with City management representatives where matters within the scope of representation or grievances are being considered. Time spent for these purposes while a representative is not scheduled to work shall not be compensated by the City and shall not be considered as hours worked. Such employee representatives shall submit a request for excused absence to their respective department heads, in a manner satisfactory prior to the scheduled meeting whenever possible. Except by mutual agreement the number of employees excused for such purposes shall not exceed three (3) per recognized bargaining unit.

2.6 Employee Rights

(a) Employees covered by this Memorandum shall have the right to join and to participate in the activities of the Association for purposes representation under California Government Code Section 3500 et seq., and shall also have the right to refrain from participation of any such activities.

(b) Employees covered by this Memorandum have the right to be free from interference, intimidation, restraint, coercion, discrimination or reprisal on the part of the City, covered under California Government Code Section 3500 et seq.

(c) The above provisions shall not be subject to the grievance procedure, herein, but shall be subject to enforcement through the established administrative procedures and the provisions for enforcement of the California Government Code Section 3500 et seq.

2.7 Assignment of Classifications

New job classifications established by the City shall be assigned to the bargaining unit, pursuant to the City's Employer-Employee Relations Resolutions, after providing notice and the opportunity to consult with the Association regarding such matters.
ARTICLE 3. NON-DISCRIMINATION

The City and the Association agree that there shall be no discrimination of any kind because of age (over 40), race, creed, color, religion, national origin, ancestry, veterans status, physical or mental disability, marital status, sexual orientation, sex, (sexual, gender based, pregnancy/childbirth), physical or mental disability, political affiliation, sexual orientation, concerted labor activity or other protected activity or status, or on any other basis prohibited by applicable federal and State law against any employee or applicant for employment.

The Association shall cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the objective of Equal Employment Opportunities, as defined by Federal and State regulations.
ARTICLE 4. Probation

4.1 Purpose

The probationary period shall be utilized for closely observing the employee’s work, for securing the most effective adjustment of a new employee to a position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

4.2 Original Entrance and Promotional Positions

Employees hired or promoted after the effective date of this Memorandum of Understanding will be subject to the following:

(a) All original appointments shall be tentative and subject to probationary period of not less than twelve (12) months.

(b) All promotional appointments shall be tentative and subject to a probationary period of not less than six (6) months.

(c) Original and promotional probationary periods may be extended up to an additional six (6) months in those cases where the appointing authority and the Director of Human Resources agree that an extension would be beneficial to the employee and the City due to specific and documented performance problems.

4.3 Retention/Rejection of Probationer

(a) At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee in the service is desired. The City will make a good faith effort to notify a probationary employee two (2) weeks before the end of the probationary period whether or not regular status is granted; however, a failure on the part of the appointing authority to file such a statement at the end of the probationary period shall constitute a rejection of the probationer as defined in Civil Service Rules.
(b) During the probationary period an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment, shall be reinstated to the position from which promoted unless charges are filed and the employee is discharged in the manner provided in 0 of this Memorandum of Understanding and in the Civil Service Ordinance and Civil Service Rules, which are consistent therewith.

(c) If an employee is rejected from his/her probationary period, the employee shall receive the salary at the same step prior to promotion.
ARTICLE 5. PERFORMANCE EVALUATIONS

5.1 Preparation of Draft and Discussion with Employee

(a) Performance evaluations shall normally be prepared in draft form and
discussed with the employee prior to finalization and inclusion in the
official personnel file.

(b) Employees shall be evaluated according to the established procedures
set forth in City policies. Evaluations should include, where practicable,
narrative remarks to support the ratings.

(c) Ratings of less than satisfactory in any of the major categories shall
include a statement of the deficiency, suggested plans for correction, and
a time frame for improvement.

(d) Employees may respond in writing to a performance evaluation and have
such response attached to their official personnel file.

5.2 Employee Disagreement with Rating

If an employee does not agree with the performance evaluation, the employee
may submit a written response to the department head raising specific issues of
disagreement. The department head shall investigate the evaluation and render
a written decision on all issues raised by the employee within twenty (20)
working days of receipt of the appeal. If the employee is not satisfied with the
department head's response, the employee may prepare a written response as
described above.

5.3 Annual Evaluations

(a) The City may institute annual evaluations of bargaining unit employees
beyond the sixth year of employment on a department-by-department
basis.

(b) In the event a supervisor or manager does not complete a represented
employee's performance evaluation on time resulting in a delay in the
employee's step or merit increase, the supervisor or manager shall
promptly complete the necessary payroll form(s) (e.g. form CS-23) to
implement the step or merit increase.
ARTICLE 6. PERSONNEL RECORDS

6.1 Inspection

Employees covered by this Memorandum of Understanding shall have the right to inspect and review the contents of their official personnel file in the Human Resources Department or duplicate file kept in the department at "reasonable intervals" and upon prior notice and approval of the employee's immediate supervisor. This right shall not extend to letters of reference, preemployment matters, and reports concerning criminal investigations of the employee.

6.2 Review and Response Before Adverse Action

The City will not take any adverse action based upon any documented incident or any document, unless the bargaining unit employee first receives a copy of the document and has an opportunity to respond in writing to that document. This requirement does not apply to supervisor's anecdotal records which will be kept separate from the official personnel file or the departmental duplicate file. Such anecdotal records may be maintained for preparation of an evaluation or for notations related to potential discipline.

6.3 Request for Removal of Records

An employee or an official representative of the Association upon written, dated, authorization by the individual employee may seek removal of any material placed into their official file according to the City's Discipline Policy. This paragraph does not apply to records required by law to be kept, or as set forth in Article 6.1 above.
ARTICLE 7. LAYOFF

7.1 Layoff

Any employee may be laid off by an appointing authority in the event of the abolition of the employee's position by the City Council, or if a shortage of work or funds requires a reduction in personnel. In doing so, the City shall follow the layoff procedure set forth herein below.

7.2 Layoff Scope

(a) The City shall designate the number of layoffs in each bargaining unit classification for each department of the City.

(b) Departments of the City are defined as follows:

(1) City Attorney
(2) City Auditor
(3) City Clerk
(4) City Manager
(5) Community Development
(6) Community Services
(7) Economic Development
(8) Financial Management
(9) Fire
(10) Housing and Redevelopment
(11) Human Resources
(12) Information Technology
(13) Library
(14) Municipal Utilities
(15) Police
(16) Public Works
7.3 Notice of Layoff

The City will give advance written notice of at least two (2) weeks to employees who will be laid off.

7.4 Precedence by Employment Status

No bargaining unit employee having regular status shall be laid off while employees working in seasonal, temporary, provisional, or probationary status are retained in the same or comparable classification as such regular employee. The order of layoff among bargaining unit employees not having regular status shall be as follows:

(a) First, seasonal employees;
(b) Second, provisional employees;
(c) Third, temporary employees; and
(d) Fourth, probationary employees.

Layoffs shall be by job classification according to reverse order of seniority as determined by total service in the City, except as specified above. For the purpose of this procedure, regular part-time classes shall be considered as separate from regular full-time classes.

The following provisions shall apply in computing total continuing service:

(a) Time spent on military leave shall count as service in the event the leave was taken subsequent to entry into regular City employment.
(b) Time worked in seasonal, provisional, temporary, grant or other limited term status shall not count as service.
(c) Time worked in a regular status or probationary status shall count as service.
(d) If two (2) or more employees have the same seniority, the order of seniority shall be determined by their respective ranking on the eligibility list for hire.
(e) If two (2) or more employees have the same seniority, but were not hired from a ranked eligibility list, the order of seniority shall be determined by lot.
(f) If two (2) or more employees have the same seniority, but were hired from separate ranked eligibility lists, the order of seniority shall be determined by lot.
(g) Regular status part-time employees shall not have the right to bump regular status full-time employees.
7.5 Order of Layoff and Employee Options

Reduction in force shall occur in the following order:

(a) The least senior employee occupying the position(s) being eliminated shall be the first laid off. The incumbent designated for layoff shall have the options noted below:

(1) Displacing the least senior employee occupying the same or comparable classification, Citywide.

(2) Exercising seniority by returning to the classification in which the employee had prior status, thus displacing the employee working in that classification who has the least seniority.

(b) Seniority for the purposes of application of the layoff procedure in Article 7 is determined by total City employment, excluding employment as a seasonal, provisional, or temporary employee.

(c) Comparability of employee classifications for the purposes of application of the layoff procedure in Article 7 shall mean the exact salary and similar duties as determined by the Director of Human Resources. Employees must meet the minimum qualifications of the comparable classification.

(d) An employee displaced in accordance with this Article 7.5 shall be laid off in the same manner as an employee whose position has been abolished.

7.6 Health and Welfare Benefits During Layoff

Regular employees who are laid off will have an option of maintaining their existing health and welfare benefits for thirty-six (36) months (the thirty-six (36) months runs concurrently with any COBRA benefits) from the date of layoff, provided timely payments of the premiums by the employee are made to the City, according to City regulations, and provided the employee otherwise meets the requirements of federal and state regulations.

7.7 Voluntary Layoff

When a determination has been made that a layoff will occur, regular full-time employees may elect to be voluntarily laid off regardless of their seniority status. The following provisions apply to an employee who so elects to be laid off:

(a) For payroll purposes, the employee will be treated as being on approved leave of absence without pay for up to twelve (12) months.
(b) The employee will have the option to either retain sick leave and/or vacation balances for up to one (1) year in anticipation of reemployment or be paid off for those leaves in accordance with applicable provisions of this Memorandum of Understanding.

(c) The names of employees who elect to be voluntarily laid off will be placed on reemployment lists in accordance with Article 8.
ARTICLE 8. REEMPLOYMENT

8.1 Placement of Eligibility List for Position Held

The name of each employee who is laid off or reduced from a higher class as a result of layoff in accordance with Article 7 shall be placed at the head of the eligibility list for the class of positions which that employee held, and shall be given preference in filling vacancies in that class.

8.2 Placement on Eligibility List for Qualifying Positions

An employee laid off in accordance with this Article shall be placed on the eligibility list or lists for any lower or comparable class or classes in the same department, provided that the appointing authority and the department head in charge of this lower or comparable class determine that the employee is competent to perform the duties thereof in strict accordance with the class specifications. This right of a laid off employee shall remain effective for two (2) years from the date of latest separation from service. Employees who are subject to a layoff will be provided by the Human Resources Department a notice of their rights of reemployment and a form on which the employees are to indicate their reemployment preferences.

Employees placed on said list or lists shall be at the head of the eligibility list for the class of positions for which qualified as hereinabove set forth and shall be given preference in filling vacancies except for those persons placed on said lists or lists of reemployment in the same position previously held. An employee who waives reemployment to a full time position three times shall have his/her name removed from this reemployment list unless mutually agreed to by the Department and employee. Upon certification for appointment to a new position never having been held by this employee, he/she shall be subject to the probationary period provided in Article 4 of this Memorandum of Understanding.

8.3 Status Upon Reemployment

Upon reemployment to the same position from which laid off or a position in which the employee held regular status, the employee will be returned to prior status regarding seniority, merit increases, probationary period, and unused sick and vacation leave.

8.4 Temporary Employment

A person on a laid off status may accept a temporary appointment without any effect on their reemployment status.
ARTICLE 9. DISCIPLINE

9.1 Predisciplinary Rights

Disciplinary action, including discharge, suspension, reduction in pay or demotion, may be taken against any employee for cause.

An employee facing potential disciplinary action will be entitled to the following predisciplinary rights:

(a) Notice of proposed discipline.

(b) Date(s) proposed discipline will be effective.

(c) Reasons for the proposed discipline, the specific grounds and particular facts upon which the action is taken.

(d) The employee must be provided with any written materials, reports and documents upon which the action is based.

(e) Ten (10) working days in which an employee or the employee representative may respond either orally or in writing to the department head.

9.2 Administrative Leave

The Department Head upon authorization of the Director of Human Resources may place an employee on administrative leave pending the completion of the predisciplinary process.

9.3 Disciplinary Appeal Options

The appointing authority may discharge, suspend, reduce in pay or demote any employee in the classified service provided the Stockton Municipal Code provisions and the rules and regulations of the Civil Service Commission and any applicable provisions of law are followed. These provisions allow the employee suspended, demoted, reduced in pay, or discharged to appeal the adverse action. The employee may take only one (1) of the following actions:

(a) File no appeal, in which case the adverse action shall become final after the tenth (10th) working day following the employee’s receipt of the notification of the adverse action.
(b) File an appeal with the Civil Service Commission within ten (10) working days following the employee's receipt of written notification of the adverse action. Filing an appeal with the Civil Service Commission bars use of grievance procedure contained in Article 10 to appeal the same adverse action. The appeal must be served by personal service, fax, or certified mail.

(c) File a grievance as provided for in Article 10 within ten (10) working days by personal service, fax, or certified mail following the employee's receipt of written notification of the action.

If the employee fails to do (b) or (c) above within the prescribed time frames, these rights will have been waived.
ARTICLE 10. GRIEVANCE PROCEDURES

10.1 Definition
A grievance is any dispute which involves the interpretation or application of those rules, regulations and resolutions which have been, or may hereafter be, adopted by the City Council to govern personnel practices and working conditions, including such rules, regulations and resolutions as may be adopted by either the City Council or the Civil Service Commission to affect Memoranda of Understanding which result from the meeting and conferring process.

10.2 Filing Deadline
(a) No grievance involving demotion, suspension, reduction in pay, discharge or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) working days following the date on which the affected employee received written notification by certified mail or personal service of the adverse action.

(b) All other grievances must be filed within twenty (20) working days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

(c) By mutual written agreement of the Director of Human Resources and the Association, the time limits contained in this grievance procedure may be extended or waived.

10.3 Grievance Processing
(a) Step 1—Departmental Review
Any employee claiming to have a grievance may discuss the complaint with such management official in the department where employed as the department head may designate. If the issue is not resolved within the department within fifteen (15) working days from the day of presentation or if the employee elects to submit the grievance directly to the Association, the procedures hereinafter specified may be invoked.
(b) Step 2—Director of Human Resources Review

(1) If the employee is not satisfied with the response at Step 1, then the employee may appeal the grievance to the Director of Human Resources within ten (10) working days of the receipt of written response at Step 1. The grievance appeal from Step 1 must state with particularity:

(A) The specific policy, rule or provision which is alleged to have been violated;

(B) A statement of facts comprising the violation; and

(C) The requested remedy.

(2) The Association may file and process grievance(s) on behalf of the specifically named employee.

(3) The Director of Human Resources shall have twenty (20) working days in which to investigate the issues and respond in writing to the appeal.

(4) No grievance may be processed to Steps 3 and 4 that has not first been filed and investigated in accordance with this paragraph, unless the Director of Human Resources fails to respond within the twenty (20) working day time limit.

(c) Step 3—Voluntary Mediation

The parties may mutually agree to the use of this Step prior to proceeding to Step 4, Binding Arbitration. Either party may with written notice within ten (10) working days of the decision of Step 2 invoke Step 3. Upon request for Step 3, the City will request a mediator from the State of California Mediation and Conciliation Services to review the grievance and make non-binding recommendations to assist the parties in resolving the grievance. The mediator will not provide any written documents and is limited to the restriction in Labor Code Section 65 and Attorney General opinions 51/183 and 68/77.
(d) **Step 4—Binding Arbitration**

If the grievant or the Association is dissatisfied with the response at Step 2, or Step 3, if used, or if the Director of Human Resources fails to respond within the time limit, the matter may, within twenty (20) calendar days of the Step 2 response, be referred to an arbitrator mutually selected by the parties, or, if the parties are unable to mutually agree, from a list of seven (7) arbitrators provided by the State of California Mediation and Conciliation Services. The arbitrator shall be chosen by the alternative strike method, with first choice being determined by lot. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(e) **Effect of Decision**

Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto except as provided otherwise herein.

**10.4 Scope of Arbitration**

(a) No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Article 10.1.

(b) Notwithstanding the provisions of Article 10.4(a) of this Memorandum of Understanding, proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Article. No arbitrator selected pursuant to this Article shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

(c) No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceeding hereunder) will be recognized unless agreed to by the City Manager and the Association.
10.5 Other Provisions

(a) Complaints which allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances and processed pursuant to Article 10.3. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next open for such decision. Except disputes arising from Article 12.8 of this Memorandum (entitled “Work Furloughs”), no adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

(b) Specified time limits may be modified only in writing. All appeals and responses must be provided in writing.

(c) The grievant and employee-witnesses will be provided release time without loss of pay for all required meetings with management as well as for attendance at and participation in the arbitration hearing.

(d) The provisions of this Article shall not abridge any rights to which an employee may be entitled under the Stockton Municipal Code and/or Civil Service Rules and Regulations, nor shall it be administered in a manner which would abrogate any power which, under the Stockton Municipal Code and/or Civil Service Rules and Regulations, may be within the sole province and discretion of the Civil Service Commission.

(e) All grievances of employees in representation units represented by the Association shall be processed under this Article. If the Stockton Municipal Code and/or Civil Service Rules and Regulations require that a differing option be available to the employee, no action under Article 10.3(d) shall be taken unless it is determined that the employee is not utilizing such option.

(f) No action under Article 10.3 shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

(g) If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.
ARTICLE 11. LEAVES

11.1 Vacation Leave

(a) Vacation Allowance

(1) Effective July 1, 2012, all full-time bargaining unit employees, excluding Fire Telecommunicators assigned to a 56-hour workweek, shall accrue vacation leave with pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Continuous City Service</th>
<th>Annual Vacation Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1½ years or less</td>
<td>80 hours</td>
</tr>
<tr>
<td>1½ years to 7½ years</td>
<td>108 hours</td>
</tr>
<tr>
<td>7½ years to 15 years</td>
<td>144 hours</td>
</tr>
<tr>
<td>15 years to 25 years</td>
<td>189 hours</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>One additional 7-hour day for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 196 hrs., 27 yrs. equals 203 hrs., 28 yrs. equals 210 hrs., etc.)</td>
</tr>
</tbody>
</table>

(2) Bargaining unit employees scheduled to work less than full-time shall receive vacation benefits on a proportional basis.

(3) Bargaining unit employees shall accrue vacation on a twice monthly payroll basis.
 STOCKTON CITY EMPLOYEES ASSOCIATION SUCCESSOR MOU  
Term: July 1, 2012 – June 30, 2013  
STOCKON CITY EMPLOYEES’ ASSOCIATION UNIT

(b) Vacation Leave Accrual for Fire Telecommunicators

(1) Effective July 1, 2012, Fire Telecommunicators assigned to a 56-hour workweek shall accrue vacation leave with pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Continuous City Service</th>
<th>Annual Vacation Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1½ years or less</td>
<td>120 hours</td>
</tr>
<tr>
<td>1½ years to 7½ years</td>
<td>162 hours</td>
</tr>
<tr>
<td>7½ years to 15 years</td>
<td>216 hours</td>
</tr>
<tr>
<td>15 years to 25 years</td>
<td>283.5 hours</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>An additional 10.5 hours for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 294 hrs., 27 yrs. equals 304.5, 28 yrs., equals 315 hrs., etc.)</td>
</tr>
</tbody>
</table>

(c) Maximum Vacation Accrual. Employees reaching the maximum hours shall stop accruing additional hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception. Effective July 1, 2012, the following maximum vacation accruals shall take effect. For employees who on July 1, 2012 have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation to satisfy the maximum allowed. If an employee does not satisfy the maximum by June 30, 2013, he/she shall retain his/her existing earned vacation, but shall not earn any additional vacation until her/his vacation balance falls below the maximum vacation accrual allowed.

Maximum Vacation Accrual Caps

40 Hour Employee

<table>
<thead>
<tr>
<th>Years</th>
<th>Annual Vacation Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5 years</td>
<td>120 hours (15 days for 8 hour shift)</td>
</tr>
<tr>
<td>1.5 – 7.5 years</td>
<td>240 hours (30 days for 8 hour shift)</td>
</tr>
<tr>
<td>7.5 – 15 years</td>
<td>280 hours (35 days for 8 hour shift)</td>
</tr>
<tr>
<td>15 – 25 years</td>
<td>320 hours (40 days for 8 hour shift)</td>
</tr>
<tr>
<td>26 years</td>
<td>328 hours (41 days for 8 hour shift)</td>
</tr>
</tbody>
</table>
27 years 336 hours (42 days for 8 hour shift)
28 years 344 hours (43 days for 8 hour shift)
29 years 352 hours (44 days for 8 hour shift)

For every year of service beyond 29, the employee is allowed to add an additional seven (7) hours to the maximum accrual cap.

56 hour Employee

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5 years</td>
<td>300 hours</td>
</tr>
<tr>
<td>1.5 – 7.5 years</td>
<td>360 hours</td>
</tr>
<tr>
<td>7.5 – 15 years</td>
<td>420 hours</td>
</tr>
<tr>
<td>15 – 25 years</td>
<td>480 hours</td>
</tr>
<tr>
<td>26 years</td>
<td>492 hours</td>
</tr>
<tr>
<td>27 years</td>
<td>504 hours</td>
</tr>
<tr>
<td>28 years</td>
<td>516 hours</td>
</tr>
<tr>
<td>29 years</td>
<td>528 hours</td>
</tr>
</tbody>
</table>

29 plus years 7 hours each additional year

(d) Vacation Scheduling

Vacation leaves shall be scheduled so that they will not interfere with the normal operation of the City’s business and with due consideration for the wishes of the employee. Each Department will reduce its scheduling practice to writing and distribute to all employees within the unit.

(e) Cash Payment Option

An employee may elect to receive cash payment up to a maximum of forty (40) hours of his/her accumulated vacation balance except that all cash outs shall be suspended during furlough or fiscal emergency periods. To qualify for this sell-back benefit, an employee must have used, either in the preceding or current fiscal year, an equivalent number of vacation days to the number of sell-back days.

(f) Vacation Allowance for Separated Employees

When an employee is separated from service between February 17, 2012 and July 1, 2014, the employee’s remaining vacation allowance, if any, shall be paid as follows:

1. Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated vacation hours.
(2) On the one year anniversary of employee’s separation, he/she shall receive the second payment of one third (1/3) or $10,000, whichever is greater, of the balance of his/her unused accumulated vacation hours.

(3) On the second anniversary of separation, he/she shall receive the balance payment of the unused accumulated vacation hours.

(4) Employees who are involuntarily separated shall have their unused accumulated vacation hours, if any, added to his/her final compensation.

11.2 Sick Leave

(a) Accrual

(1) All regular full-time bargaining unit employees, except Fire Telecommunicators assigned to a 56-hour workweek, shall accrue sick leave at the rate of eight (8) hours for each month of completed service.

(2) Fire Telecommunicators assigned to a 56-hour workweek shall accrue sick leave at the rate of twelve (12) hours for each month of completed service.

(3) All regular part-time bargaining unit employees shall accrue sick leave on a prorated basis.

(4) Unused sick leave shall accumulate from year to year with no maximum accrual. Employees shall continue to accrue sick leave while off duty on authorized sick leave; provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

(b) Usage

(1) Employees are entitled to sick leave pay for those days which the employee would normally have worked, to a maximum of the hours accrued, described as:

(2) Preventive medical, dental, optical care, illness, injury or exposure to contagious disease which incapacitates the employee from performing normal work duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.
(c) Family Sick Leave ("Kin Care")

In accordance with California Labor Code section 233 ("Kin Care"), bargaining unit employees may utilize one-half of the employee's annual sick leave accrual to care for an illness or injury of the employee's immediate family, except in instances where the employee is on approved FMLA or CFRA leave. Such leave shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild. The employee's "child" includes a biological, foster, or adopted child, a stepchild, a legal ward, a child of the employee's registered domestic partner, or a child to whom the employee stands in loco parentis. Family sick leave usage pursuant to California Labor Code section 233 shall not be considered when evaluating the employee's work performance.

(d) Reporting Procedures for Sick Leave

When the requirement for sick leave is known to the employee in advance of the absence, (for example, included but not limited to scheduled medical, dental or vision appointments), the employee shall request authorization for such sick leave from the department head prior to such absence.

If an employee is not able to report due to illness or injury, the employee shall report as soon as possible to the appropriate supervisor, but in no case more than thirty (30) minutes after the start of the work day, except for extenuating circumstances prohibiting giving notice.

Failure to notify as soon as possible and in conforming with the thirty (30) minute notification shall be cause for the following disciplinary action:

1. For the first time in a six (6) month period, a Memorandum of Discussion.
2. For the second time within a six (6) month period, a Letter of Reprimand.
3. For any subsequent time within a six (6) month period, suspension from work; or at any time four (4) or more incidents occur within a six (6) month period, the employee may be discharged.

The six (6) month period will be defined as six (6) months from the most recent incident.

Any Memorandum of Discussion or Letter of Reprimand regarding failure to notify the City as provided herein, which is more than twelve (12) months old, will be removed upon the request of the employee if no additional incidents occur during the twelve (12) months period.
(e) Verification Procedures

(1) Before being paid for the use of accrued sick leave, the employee shall submit a signed statement to the department head, on a prescribed form, stating the dates and hours of absence, the reason, and such other information as is necessary for the request to be evaluated. If an employee doesn’t return to work prior to the preparation of the payroll, other arrangements may be made with the department head.

(2) Doctor’s Certificate or Other Proof. The Director of Human Resources may require a doctor’s certificate or other reasonable proof of illness as he/she deems necessary in order for an employee to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor’s certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay. If an employee’s illness results in an absence from work for more than three (3) consecutive days, a doctor’s certificate or other reasonable proof of illness may be required. In addition, the City may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

The Director of Human Resources may make such sick leave usage reviews and may require such additional documentation including a physician’s statement as he deems necessary before approving the sick leave benefit.

(3) If the City has a reasonable basis to believe that an employee is abusing the sick leave benefit, the City or the employee’s supervisor must first meet with the employee to: 1) explain the reasonable basis for the believed abuse, and 2) discuss the reasons for the employee’s absence. The employee has the right to Association representation at such meeting. After such meeting, and depending on the factual circumstances, the City may:

(A) Place the employee on restricted sick leave for a period of not more than four (4) months, under the direction of the Director of Human Resources pursuant to Article 11.2(e)(2);

(B) Suspend the employee without pay for up to five (5) days for abuse of sick leave; or dismissal from employment if a prior suspension involved abuse of sick leave;

(C) Place the employee in an employee assistance program, if agreed to by the employee.
(f) **Use of Sick Leave While on Vacation**

An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

1. Was hospitalized during the period for which sick leave is claimed, or
2. Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

(g) **Payment for Unused Sick Leave**

Effective February 17, 2012, all accumulated or future accruals of sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave except as provided below.

(h) **CalPERS Service Credit for Unused Sick Leave.**

Employees shall be eligible for CalPERS service credit for any unused sick leave at retirement not otherwise compensated for in (i) below. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave shall not be eligible for this service credit.

(i) **Sick Leave Retention Benefit**

If, after subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:

1. Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;

2. Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 35% of its cash value to separating employees between these dates; and

3. Separation after July 1, 2015, payment of unused sick leave which the employee held on February 16, 2012 shall be paid at 50% of its cash value to separating employees after this date.
4. Service credit for unused sick leave shall be in accordance with PERS regulations.

11.3 Other Leaves With Pay

(a) Bereavement Leave

(1) In the event of a death in the immediate family, an employee shall, upon request, be granted up to three (3) days bereavement leave with pay without charge to accumulated sick leave credits or vacation eligibility. The City Manager or his designee may grant an additional two (2) days bereavement leave upon request which shall be charged against the employee’s accumulated sick leave credits in cases where extensive travel is required to attend the funeral. For the purposes of this paragraph, the immediate family shall be restricted to the employee’s parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, son-in-law, daughter-in-law, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild.

(2) In the event of the death of a person not immediately related to an employee as defined above, the employee’s department head may grant up to three (3) days bereavement leave upon request which shall be charged against the employee’s sick leave credits.

(b) Jury Duty Leave

(1) When an employee is summoned to jury duty he or she shall promptly inform his or her supervisor and, if required to serve, may be absent from work without loss of wages or use of accrued leave for actual hours served on jury duty (including travel time). This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. Per Diem jury fees received by an employee, if any, shall be remitted to the City within fifteen (15) days after they are received, exclusive of any meal, expense, and/or travel reimbursements. Upon being excused from the court each day, the employee must return to work if he or she has more than two (2) hours remaining before the end of his or her workday.
STOCKTON CITY EMPLOYEES ASSOCIATION SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2013
STOCKON CITY EMPLOYEES’ ASSOCIATION UNIT

(2) Employees serving on jury duty during their normally scheduled days or hours off work shall be granted an equivalent number of hours off during their normal week as scheduled by the supervisor. The noticed supervisor shall monitor the hours of jury duty or witness duty attendance and ensure that said hours are considered as time worked. Any jury fees paid to the employee, except for reimbursement of meals and expenses, shall be remitted to the City through the employee’s department head.

c) Court Leave

Time spent by a bargaining unit employee traveling to/from and attending or appearing in any court or tribunal for any civil or criminal matter as a non-party witness where the employee’s attendance results from performance of his or her official duties as a City employee shall be considered time worked. Time spent by a bargaining unit employee traveling to/from and attending or appearing in any court or tribunal for any civil matter as a defendant, respondent, or co-defendant with the City of Stockton arising from the employee’s official duties as a City employee shall be considered time worked.

d) Military Leave

(1) The City of Stockton complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and nothing contained herein is intended to limit or abrogate rights guaranteed under USERRA

(2) An employee of the City who is a member of the National Guard or Naval Militia or a member of the reserve corps or force of the Federal Military, Naval, or Marine Service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) days in any calendar year.

(3) All regular employees in the service of the City shall be allowed leave of absence without pay for the duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California. Said employees shall be reinstated in the position they held when they were inducted into Military Service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.
(4) In the case of a probationary employee having served a minimum probationary period of six (6) months at the time of induction, it shall be optional with the department head and the City Manager to grant regular status to said employee before induction.

(5) All probationary employees inducted into Military Service not having served the minimum probationary period of six (6) months, or having served the minimum probationary period of six (6) months, but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency, but said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit as above specified and shall serve the balance of their probationary period before attaining the status of a regular employee.

(6) Two or more regular employees granted military leave of absence without pay from the same position shall be reemployed according to their seniority of employment providing they are physically fit as above specified.

(e) Parental Participation in Children's School Activities

(1) A parent or guardian of a child or children enrolled in kindergarten through grade 12, or attending a licensed day care facility, may take up to 40 hours each year off work (not to exceed 8 hours in any calendar month) to participate in the activities of the school or licensed child day care facility. The employee should provide as much advance notice as reasonably possible to the City of the planned absence. The employee must use vacation, compensatory, or holiday leave. If requested, the employee must provide documentation from the school verifying the date and time the parent participated in school activities.

(2) A parent or guardian required by the school to attend a hearing regarding the suspension or expulsion of a child will be permitted to attend the meeting. The employee must provide advance notice and may use accrued vacation, compensatory, or holiday leave.
11.4 Workers' Compensation Leave

(a) Workers' Compensation Benefits shall be provided in accordance with State law and schedules whenever an employee is absence from duty because of disability caused by illness or injury arising out of and in the course of employment which has been declared to be compensable under the Workers' Compensation Law. An employee on Workers' Compensation may use accrued leave, if needed, to supplement benefits, up to the amount required to receive a full paycheck.

(b) Forms and Procedures

Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. Any employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

11.5 Leave of Absence Without Pay

(a) Entitlement

Employees shall not be entitled to Leave of Absence Without Pay as a matter of right, but only upon the determination of the City that it is in the best interest of public service and that there is a presumption that the employee intends to return to work upon the expiration of the leave of absence. The granting of a leave of absence provides the employee the right to return to the position vacated.

(b) Approval

All leave without pay must be recommended by the department head and approved by the Director of Human Resources. No such leave may extend beyond twelve (12) months, except in the case of absence due to job incurred disability where a determination may be made based upon the needs of public service or in the event an application for service connected disability retirement has been filed.
Leaves of absence without pay may only be approved following the expiration of entitlement of sick leave and vacation.

(c) An employee on a Leave of Absence Without Pay has an option to participate in the Health benefits by monthly prepayment of the required premium to the City.

(d) Maternity/Pregnancy/Paternal/Adoption Leave

Family medical leave shall be in accordance with the Family Medical Leave Act ("FMLA") of 1993, the California Family Rights Act ("CFRA"), or Pregnancy Disability Leave ("PDL") and/or other applicable state and federal laws. Consistent with City policy and State and Federal law, employees may be required to utilize accrued sick and/or vacation leave during unpaid leaves in certain circumstances.

11.6 Absence Without Official Leave (AWOL)

(a) Refusal of Leave or Failure to Return After Leave

Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked or cancelled, or at the expiration of a leave, shall be considered an Absence Without Official Leave.

(b) Voluntary Resignation

Any employee in this bargaining unit absent without official leave for two (2) or more consecutive days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from the City of Stockton. An employee must provide a written statement to the Human Resources Department regarding a "satisfactory explanation," within ten (10) calendar days after the City mails a notice of voluntary resignation to the employee's last known address.
ARTICLE 12. DAYS AND HOURS OF WORK

12.1 Workweek

(a) The normal workweek for employees in this unit consists of five (5) consecutive eight (8) hour days for a total of forty (40) hours in a seven (7) day work period. Where operational requirements of a department require deviations from the present schedule, the department head with approval of the Director of Human Resources may institute alternate work schedules provided that such schedules conform to work period requirements of Fair Labor Standards Act and the City meets and confers with the Association concerning the proposed schedule change(s) before implementation.

(b) Employees occupying part-time positions shall work such hours and schedules as the department head shall prescribe.

(c) Telecommunications personnel assigned to the Fire Department will work an average of fifty-six (56) hours in a seven (7) day work period.

(d) Asparagus Festival Work Schedule. Employees assigned to work at City facilities within the designated “footprint area” of the Asparagus Festival may work any of the following work schedules during the Asparagus Festival:

(1) Option 1: Baseline Work Schedule.

<table>
<thead>
<tr>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30am-5:30pm</td>
<td>7:30am-5:30pm</td>
<td>7:30am-5:30pm</td>
<td>7:30am-5:30pm</td>
<td>7:30am-11:30am</td>
</tr>
<tr>
<td>9-hours paid time</td>
<td>9-hours paid time</td>
<td>9-hours paid time</td>
<td>9-hours paid time</td>
<td>OR 8:00am-12:00pm</td>
</tr>
<tr>
<td>1-hour unpaid</td>
<td>1-hour unpaid</td>
<td>1-hour unpaid</td>
<td>1-hour unpaid</td>
<td>4-hours paid time</td>
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</table>

<table>
<thead>
<tr>
<th>Monday</th>
<th>Tuesday</th>
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<tr>
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<td>8:00am-5:30pm</td>
<td>8:00am-5:30pm</td>
<td>7:30am-11:30am</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>OR 8:00am-</td>
</tr>
</tbody>
</table>

City of Stockton Memorandum of Understanding (SCEA Master Agreement) 39
STOCKTON CITY EMPLOYEES ASSOCIATION SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2013
STOCKTON CITY EMPLOYEES’ ASSOCIATION UNIT

<table>
<thead>
<tr>
<th>9-hours paid time 1/2-hour unpaid</th>
<th>9-hours paid time 1/2-hour unpaid</th>
<th>9-hours paid time 1/2-hour unpaid</th>
<th>9-hours paid time 1/2-hour unpaid</th>
<th>12:00pm 4-hours paid time</th>
</tr>
</thead>
</table>

(2) Option 2: Four Tens Work Schedule with Friday off.

<table>
<thead>
<tr>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00am-6:00pm OR 8:00am-7:00pm</td>
<td>7:00am-6:00pm OR 8:00am-7:00pm</td>
<td>7:00am-6:00pm OR 8:00am-7:00pm</td>
<td>7:00am-6:00pm OR 8:00am-7:00pm</td>
<td>OFF DAY</td>
</tr>
<tr>
<td>10-hours paid time 1-hour unpaid</td>
<td>10-hours paid time 1-hour unpaid</td>
<td>10-hours paid time 1-hour unpaid</td>
<td>10-hours paid time 1-hour unpaid</td>
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<table>
<thead>
<tr>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00am-5:30pm OR 8:00am-6:30pm</td>
<td>7:00am-5:30pm OR 8:00am-6:30pm</td>
<td>7:00am-5:30pm OR 8:00am-6:30pm</td>
<td>7:00am-5:30pm OR 8:00am-6:30pm</td>
<td>OFF DAY</td>
</tr>
<tr>
<td>10-hours paid time 1/2-hour unpaid</td>
<td>10-hours paid time 1/2-hour unpaid</td>
<td>10-hours paid time 1/2-hour unpaid</td>
<td>10-hours paid time 1/2-hour unpaid</td>
<td>0</td>
</tr>
</tbody>
</table>

(3) Option 3: Vacation or Compensatory Time. The department head or designee may approve the use of vacation leave or compensatory time, and/or may approve any additional alternative schedule to formulate an acceptable 40-hour work schedule.

(4) Employee preferences among the above approved scheduling options during the Asparagus Festival will be considered and accommodated by the City unless infeasible. Employees must notify their department heads of their scheduling preferences through their line of supervision.
12.2 Meal Periods and Rest Periods

Employees shall receive a one (1) hour or a thirty (30) minute meal period without pay each day and a fifteen (15) minute paid rest period during the first half of the work day and a second fifteen (15) minute paid rest period during the second half of the work day. Except for Police Telecommunicators and Fire Telecommunicators, bargaining unit employees shall be completely relieved of duty during unpaid meal periods. Employees who exceed the time limits prescribed above for lunch and/or rest periods shall have their pay reduced accordingly.

12.3 Hourly Employees

(a) Effective the date of this Memorandum of Understanding, those employees working 19½ hours a week or less (substitutes), may only work a total of 1,014 hours or less during any twelve (12) month period.

(b) The Association will be provided with a listing of all 19½ hours or less employees related to classifications within this bargaining unit. This listing will be provided quarterly.

(c) Overtime will not be worked by 19½ hour or less employees (substitutes), if full-time or regular part-time employees are available for such overtime work.

12.4 Regular Part-Time Employees

(a) Regular part-time employees (those employees regularly scheduled to work 20 hours or more per week) will be provided prorated sick leave and vacation benefits according to existing practice; will be eligible to participate in health and welfare benefits on a prorated basis according to provisions of this Memorandum of Understanding and will receive merit increases based upon the proration of time worked to the total hours in a full year of employment.

(b) The City will not employ hourly personnel in order to reduce the number of regular part-time employees which existed at the execution of this Memorandum of Understanding.
12.5 Job Sharing

(a) Any two regular full-time employees within the same department holding positions in the same classification may petition their department head in writing to allow them to share one (1) of said positions.

(b) The approval of a job share position shall be at the sole discretion of the City and must be approved in writing by the Director of Human Resources prior to implementation. The entrance into and termination of such job sharing shall be at the sole discretion of the City.

(c) Employees who request and have approved job sharing arrangements shall be entitled to the rights and benefits which accrue to regular part-time employees.

12.6 Reporting to Work

(a) Repeated failure to report to work on time may result in appropriate discipline as set forth below:

(1) For the first time in a six (6) month period, a Memorandum of Discussion.

(2) For the second time within a six (6) month period, a Letter of Reprimand.

(3) For any subsequent time within a six (6) month period, suspension from work; or at any time four (4) or more incidents occur within a six (6) month period, the employee may be discharged.

(b) If an employee reports to the worksite after the designated starting time, the employee will be paid only for time actually worked; however, the employee may be allowed to utilize vacation leave for lost pay, provided the employee's supervisor approves.

(c) Any Memorandum of Discussion or Letter of Reprimand regarding tardiness which is more than six (6) months old, will be automatically sealed and can only be reopened upon court order.
12.7 Shift Bidding

(a) Employees in the Police Department who work on a twenty-four (24) hour shift schedule shall be allowed to bid on shift preference on the basis of seniority within class. The shift selected in this manner shall remain in effect for twelve (12) months, except in cases of emergency or work load requirements.

12.8 Work Furloughs

(a) 62 Furlough Hours in Fiscal Year 2012-2013. Each employee, except Fire Telecommunicators and Police Telecommunicators, shall be required to take sixty-two (62) furlough hours (leave from work without pay) between July 1, 2012 and June 30, 2013.

(b) Equalized Payroll Deductions. Payroll deductions for the sixty-two (62) furlough hours in Fiscal Year 2012-2013 shall be equalized so that each bargaining unit employee shall have 2.98% at the employee's regular hourly rate of pay deducted from each of the twenty-four (24) pay warrants. The Citywide Furlough Schedule for the fiscal year 2012-2013 is as follows:

November 21, 2012
December 24, 26, 27, and 31, 2012
March 25, 2013
April 26, 2013.

The Citywide Furlough Schedule is attached as Appendix B.

(c) Exception to Standard Furlough Days for Some Employees. Bargaining unit employees shall adhere to the standard work furlough days shown in the citywide Furlough Calendar, except where it is impracticable for certain City departments or operations. For those employees, furlough hours must be scheduled with his/her manager or supervisor no later than June 30, 2013.

(d) If a furlough (leave from work without pay) is scheduled before or after a City holiday, the employee will nevertheless be eligible for holiday pay.
(e) No Adverse Affect on CalPERS. The City represents and warrants based on information provided by the California Public Employees Retirement System (CalPERS) that the furlough deductions described in this Article 12.8 shall not reduce or otherwise adversely affect the employee's Final Compensation for retirement purposes under the CalPERS. The City shall continue to report the employee's full-time pay rate as noted in the agreed upon salary schedule(s). SCEA has relied on the accuracy of this representation by the City with the City's knowledge and consent. As an express condition of this Section, should any SCEA represented employee suffer a reduction or adverse affect in his or her Final Compensation for retirement purposes through CalPERS solely as a result of the furlough deductions, the City, upon notification, shall thoroughly review and communicate the adverse affect to CalPERS, on behalf of the employee, to ensure the employee is made whole.

(f) Furlough Deductions Non-Taxable to the Employee. The City represents and warrants that the furlough deductions described in this Article 12.8 shall not be subject to income tax, payroll tax, or otherwise taxable to the employee. SCEA has relied on this representation by the City with the City's knowledge and consent. As an express condition of this Section, should any SCEA represented employee be taxed on any furlough deduction amount, the City, upon notification, shall thoroughly review and make the appropriate correction.

(g) Use of Accrued Leaves in Coordination with Furloughs. Bargaining unit employees shall be permitted to use accrued vacation leave, sick leave, and/or compensatory time off (CTO) on non-furlough days by reason of the occurrence of furloughs. Employees shall be permitted to coordinate the use of their accrued vacation leave, sick leave, and/or compensatory time off (CTO) on a coordinated basis (e.g. adjacent to) furlough days unless approval of such leave creates an undue hardship on the City.

(h) Fringe Benefits Not Affected. Notwithstanding the occurrence of furloughs, SCEA members shall continue to receive the full amount and application of all fringe benefits including, without limitation and by way of illustration, City contribution to health and welfare benefits, accrued vacation leave, accrued sick leave, etc.
SCEA Bargaining Unit Overtime. Any vacancies created for SCEA represented positions shall not be filled on an overtime basis (time-and-a-half) by any non-SCEA represented employee. For example, Stockton Police Officers Association and/or Stockton Police Management Association represented employees shall not be hired on an overtime basis to backfill Police Telecommunicator I/II vacancies in the Police Department’s telecommunications center. As another example, Local 456 and/or Stockton Fire Management represented employees will not be hired on an overtime basis to backfill Fire Telecommunicator I/II vacancies. As another example, Operating Engineers Local Union No. 3 and/or B&C Management represented employees and/or unrepresented employees shall not be hired on an overtime basis to backfill any SCEA represented employee vacancies. Instead, those overtime opportunities will be offered to SCEA-represented employees. The foregoing examples are illustrative and not exhaustive. If the City does hire an employee not represented by SCEA to perform work in SCEA’s bargaining unit(s) on an overtime basis, then the City shall, as a remedy, pay the SCEA-represented employee(s) deprived of that lost overtime opportunity the monetary value of the lost overtime.

Separation from City Service before July 7, 2013. Any SCEA represented employee who separates from City service before the final 2.98% furlough deduction on July 7, 2013, and after having used furlough hours shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee’s pay warrants multiplied by the employee’s regular rate of pay. Conversely, any employee who separates from City service before July 7, 2013, having suffered furlough deductions in excess of the actual number of furlough hours the employee has used shall have his or her final compensation credited by a like amount.
ARTICLE 13. OVERTIME

13.1 Overtime Authorization

All compensable overtime must be authorized by the department head or his designated representative in advance of the overtime being worked. If prior authorization is not feasible because of emergency conditions a confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

13.2 Definition

The following provisions pertaining to authorized or statutorily required overtime work shall apply to non FLSA exempt employees:

(a) Unless otherwise provided below, statutory overtime shall be paid on actual time worked in excess of forty (40) hours in any 7-day FLSA work period. Such overtime shall be paid for time and one-half (1-1/2) including employees employed on a per hour or per day basis or except as provided elsewhere herein. Furlough hours taken, holiday hours taken and observed holidays where the City is closed shall be considered as time worked. Sick leave, vacation, or other compensated time off shall not be considered as actual time worked for overtime calculation purposes.

(b) Except Fire Telecommunicators assigned to a 56-hour work week and bargaining unit employees working an alternative work schedule, all time worked in excess of 40 hours per seven day work week shall be compensated at the overtime rate.

(c) Fire Telecommunicators work 24 hour shifts, resulting in a regular schedule averaging 2912 hours per year / 56 hours per week (832 hours of overtime). In approximately 2000, the parties agreed to add the regularly scheduled FLSA overtime pay into the base, in order to ensure a regular and level payment of overtime over the course of a year. This methodology withstood a legal challenge in Hughes, et al. v. City of Stockton, et al. For additional overtime hours, the City shall pay overtime at one and one-half (1½) time the employee’s regular rate of pay for all hours worked over fifty-six (56) in a work week.

(d) Except as otherwise provided in Article 14.2, bargaining unit employees who are not regularly scheduled to work holidays shall be paid for a regular day plus time and one-half (1½) for actual time worked on a holiday observed by the City.
(e) Police Telecommunicators and Fire Telecommunicators shall be compensated for work on holidays as set forth in Article 14.2.

(f) When the City Manager has declared a state of emergency and such action is approved by the City Council, time worked by employees shall be paid for at their straight time. Work in excess of forty (40) hours in any workweek will be paid at time and one-half (1½).

13.3 Rest Period During Overtime

After each three (3) hour segment of overtime contiguous to a regular shift, an employee shall be granted a fifteen (15) minute paid rest period.

13.4 Compensatory Time Off (CTO)

(a) Definition

As used in this Memorandum of Understanding, the term Compensatory Time Off (CTO) refers to that time which an employee is entitled to be absent from duty with pay for time worked in addition to or excess of their normal work schedule they have earned under section 13.2 (a).

(b) CTO in Lieu of Overtime Compensation

Except Fire Telecommunicators assigned to a 56-hour workweek, bargaining unit employees may voluntarily elect to receive overtime compensation in the form of CTO at a rate of one and one-half (1½) hours of CTO for each hour of overtime they have earned under per section 13.2 (a).

(c) Use

Use of CTO shall be scheduled with due consideration for the wishes of the employee and so as to not interfere with the normal operation of City business. Approval of requests for use of CTO shall be at the sole discretion of the department head, but once approved, cannot be changed unless an emergency situation arises.

(d) Maximum Accrual
No more than eighty (80) hours of CTO may be carried on the books at any time, except Fire Telecommunicators assigned to a 56-hour workweek who may not accrue CTO. Once the maximum number of CTO is accrued, all further overtime worked shall automatically be paid to the employee. At the end of each calendar year, all CTO will be carried forward, unless the employee elects to have some or all of the compensatory balance paid. Carryover CTO Time cannot exceed the CTO accrual maximum.

(e) Elimination of CTO for Fire Telecommunicators

Effective January 1, 2009, Fire Telecommunicators assigned to a 56-hour workweek shall no longer accrue or use CTO and shall be paid at their regular rate of pay for all accrued and unused CTO hours on or about January 7, 2009; provided, however, any Fire Telecommunicator having any approved leave request(s) for CTO for time off work through January 31, 2009, shall be permitted to use the approved CTO leave.
ARTICLE 14. HOLIDAYS

14.1 Qualifying for Holiday Pay

All regular employees, shall be entitled to take all authorized holidays on full pay not to exceed eight (8) hours for any one (1) holiday.

14.2 Holidays Observed by the City

(a) Bargaining unit employees shall receive the following observed holidays off without loss of wages or accrued leave:

<table>
<thead>
<tr>
<th>Observed</th>
<th>Holiday</th>
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<tbody>
<tr>
<td>(1) January 1</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>(2) Third Monday in January</td>
<td>Martin Luther King, Jr.’s Birthday</td>
</tr>
<tr>
<td>(3) Second Monday in February</td>
<td>Lincoln’s Birthday</td>
</tr>
<tr>
<td>(4) Third Monday in February</td>
<td>Washington’s Birthday</td>
</tr>
<tr>
<td>(5) March 31 (FLOATING)</td>
<td>Cesar Chavez Day</td>
</tr>
<tr>
<td>(6) Last Monday in May</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>(7) July 4</td>
<td>Independence Day</td>
</tr>
<tr>
<td>(8) First Monday in September</td>
<td>Labor Day</td>
</tr>
<tr>
<td>(9) Second Monday in October</td>
<td>Columbus Day</td>
</tr>
<tr>
<td>(10) November 11</td>
<td>Veteran’s Day</td>
</tr>
<tr>
<td>(11) Fourth Thursday in November</td>
<td>Thanksgiving</td>
</tr>
<tr>
<td>(12) The Friday after Thanksgiving</td>
<td></td>
</tr>
<tr>
<td>(13) December 25</td>
<td>Christmas Day</td>
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</tbody>
</table>

FLOATING holiday to be taken within 90 work days on or after the observed holiday.
STOCKTON CITY EMPLOYEES ASSOCIATION SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2013
STOCKON CITY EMPLOYEES’ ASSOCIATION UNIT

(b) All regular employees in positions allocated to the Police Department who are assigned to shifts (phase days) shall receive, in addition to their normal compensation, one day’s pay (8 hours) for each of the holidays listed in Article 14.2 above, on which the employee does not work. Such employees required to work a holiday on a hire-back basis, shall be compensated at time and one-half (1½), in addition to their normal compensation (8 hours) and paid holiday (6 hours). Such employees required to work a holiday on a regularly scheduled basis shall be compensated at time and one-half (1½) overtime in addition to their normal compensation (8 hours). The maximum additional compensation subject to CalPERS for working the holiday will be sixteen (16) hours.

(c) Fire Telecommunicators assigned to a 56-hour workweek shall receive, in addition to their normal compensation, 12 hours pay for each of the holidays listed in Article 14.2 above.

(d) For employees on the 9/80 alternative work schedule, employee may shift their work schedule so that their 8 hour day falls on the designated holiday with the approval of their supervisor.

(e) For employees on a Monday through Friday workweek, if holidays fall on a Sunday, the following Monday shall be observed. If holidays fall on Saturday, the preceding Friday shall be observed.

(f) For employees in the Police Department on a twenty-four (24) hour shift schedule, holidays that fall on Saturday or Sunday shall be observed on Saturday or Sunday respectively.

(g) Fixed Holidays for Library Service Division Employees

All regular employees in positions allocated in the Library Services Division of the Community Services Department shall be allowed to take “fixed holidays” observed by the City, listed under Article 14.2(a) of this Memorandum of Understanding, that occur on a Monday as a “floating holiday.” The day off must be scheduled with a supervisor and taken within fourteen (14) calendar days on or after the date of the fixed holiday.

14.3 Compensation for Holidays Worked

Prior approval for holiday work must be secured from the City Manager.
ARTICLE 15. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

15.1 Retirement Contribution Supplement

(a) Effective August 1, 2011, employee shall pay the entire seven percent (7%) employee contribution to the California Public Employees Retirement System (CalPERS).

(b) For Employees hired on or before June 30, 2012, the City’s CalPERS retirement plan was modified to reflect two percent (2%) at age 55, effective January 1993. Effective on July 1, 2012, or as soon as administratively feasible, the City of Stockton shall amend its contract with CalPERS in order to provide a second-tier CalPERS retirement plan with the 2% at 60 formula for all employees hired thereafter in all applicable classifications within the SCEA unit, without inclusion of the additional benefits in sections (c), (d), (e), (f) and (g).

(c) For Employees hired on or before June 30, 2012, the City’s CalPERS retirement plan was modified to reflect Section 20930.3 (Military Service Credit as Public Service) and Section 20930.33 (Military Service Credit for Retired Persons) of the California Government Code, pursuant to Ordinance Number 009-93 adopted by the City Council on May 13, 1993.

(d) For Employees hired on or before June 30, 2012, the City shall continue to provide CalPERS California Government Code Section 20615.5 (Employer Paid Member Contributions as Compensation) at the beginning of their last year of employment will pay their employees’ seven percent (7%) benefit cost through an automatic payroll deduction. The base salary for those employees will be increased by the same seven percent (7%) for the last twelve (12) months of employment (IRS Code 414H(2) will be concurrently implemented with CalPERS amendment), pursuant to Resolution Number 97-0394 adopted by the City Council on October 21, 1997.

(e) For Employees hired on or before June 30, 2012, the City shall continue to provide CalPERS California Government Code Section 20965 (Credit for Unused Sick Leave) as added CalPERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.
STOCKTON CITY EMPLOYEES ASSOCIATION SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2013
STOCKON CITY EMPLOYEES' ASSOCIATION UNIT

(f) For Employees hired on or before June 30, 2012, the City shall continue to provide CalPERS California Government Code Section 21382.5 (Fourth Level of 1959 Survivor Benefits) as added PERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.

(g) For Employees hired on or before June 30, 2012, the City shall continue to provide CalPERS California Government Code Section 21335 (5% Annual Cost of Living Allowance Increase) as added CalPERS benefits, which was effective upon adoption by the Stockton City Council and CalPERS Administration Board. The intended implementation date base year was 2001.

15.2 Uniform Allowance

(a) Bargaining unit employees in the following classifications who are required to wear uniforms shall be paid an annual uniform allowance of seven hundred dollars ($900.00), one-half payable in April and one-half payable in October:

   (1) Fire Telecommunicator I/II;
   (2) Police Records Assistant (I/II/III); and
   (3) Police Telecommunicator (I/II/III).

(b) Bargaining unit employees in the following classifications who are required to wear uniforms shall be paid an annual uniform allowance of seven hundred twenty-five dollars ($925.00), one-half payable in April and one-half payable in October:

   (1) Animal Services Assistant;
   (2) Animal Services Officer;
   (3) Code Enforcement Officer (I/II) (assigned to the Fire Prevention Division of the Fire Department);
   (4) Community Service Officer;
   (5) Evidence Technician;
   (6) Mail Courier;
   (7) Parking Violations Deputy;
   (8) Property Clerk;
   (9) Senior Animal Services Officer;
   (10) Senior Evidence Technician;
(11) Vehicle Abatement Specialist; and
(12) Any other bargaining unit employee required by the City to wear a uniform in the course and scope of employment.

(c) The City shall increase the amount contributed for annual uniform allowance to all of the above classifications in Article 15.3 (a) and (b) above by fifty dollars ($50.00) effective July 1st of each fiscal year.

15.3 Standby Duty Pay

Employees assigned to standby duty shall be paid $3.00 per hour while assigned to be on standby. An employee shall earn time and one-half (1-1/2) for all actual time worked while on standby duty status only if eligible for overtime as defined in Section 13.2 above. An employee shall not continue to receive the “standby” premium during actual time worked, or for any hours paid as overtime or call back. Standby shall not be considered as time in “paid status because of work performed” for purposes of calculating overtime.

15.4 Call-Back Pay

When an employee is called back to work from off duty status, the employee shall be compensated for a minimum of two (2) hours and forty-five (45) minutes pay at time and one-half (1½) or actual time worked at time and one-half (1½), if eligible for overtime as defined in Section 13.2 above, whichever is greater. An employee may elect compensatory time off (CTO) in lieu of payment for overtime consistent with the provisions set forth in Article 13.4.

When authorized by the department, employees who are contacted and who provide remote support via telephone, Internet, or network connection shall be paid time and one-half (1½) for time worked in fifteen (15) minute intervals, if eligible for overtime as defined in Section 13.2 above. Intervals cannot be compounded or overlapped.

To be eligible for call-back pay, both of the following conditions must be met:

(a) The call-back must occur outside of the employee’s regular work hours; including overtime.
(b) The call-back time worked must not be contiguous to the employee’s regular work hours; including overtime.
(c) An employee is ineligible to receive a premium for both standby and call back. For example, employee shall not receive standby pay for hours in which he/she is on paid overtime or call back pay.
15.5 Employee Educational Assistance

The City may reimburse employees for job related coursework which has been reviewed by the employee’s supervisor and approved by the employee’s department and the Human Resources Department.

15.6 Mileage Expense Reimbursement

The City will reimburse bargaining unit employees, at the current Internal Revenue Service rate, to all employees utilizing their personal vehicles for City business for travel, which qualifies under the City Manager’s Administrative Directive (currently FIN-010), and for other related travel expenses which qualify under the City Manager’s Administrative Directive (currently FIN-008).

15.7 Voluntary Court Standby

Bargaining unit employees who voluntarily place themselves on standby for work-related court appearances shall receive one (1) hour at the regular rate of pay for the a.m. and, if required to remain on standby, one (1) additional hour at the regular rate of pay for the p.m.

15.8 Bilingual Pay

Job positions determined by the Department Head requiring bilingual translation skills shall receive a stipend amount of $140.00 per month for verbal translation skills, or $200.00 per month for verbal and written translation skills upon testing and certification by the Human Resources Department.

15.9 Emergency Medical Services (EMS) Dispatcher Accreditation Pay

(a) The City and the Association acknowledge that California Health and Safety Code section 1797.220 directs the local emergency medical services (EMS) agency to establish policies and procedures to assure medical control of the emergency medical system.
STOCKTON CITY EMPLOYEES ASSOCIATION SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2013
STOCKTON CITY EMPLOYEES’ ASSOCIATION UNIT

(b) The City and the Association acknowledge that as of July 1, 2008, the San Joaquin County EMS Agency requires all employees of agencies providing emergency medical dispatch (EMD) services to possess and maintain accreditation through San Joaquin County, to include compliance with EMS Agency and National Academies of Emergency Dispatch (NAED) policies, procedures, protocol, and standards. Fire Telecommunicators are among those employees represented by the Stockton City Employees’ Association who must acquire and maintain accreditation by the San Joaquin County EMS Agency as a condition of providing EMD services for the City.

(c) The City and the Association acknowledge that in the event the San Joaquin County EMS Agency rescinds the certification of any bargaining unit employee as a result of any dispute arising from the exercise of the power set forth in San Joaquin County EMS Agency Policy No. 2101 (or any successor or similar policy), the City will make every effort, insofar as practicable and fiscally responsible, to employ such persons in positions for which such employees are qualified or may become qualified within a reasonable period of time and that do not require accreditation by the San Joaquin County EMS Agency.

(d) Emergency Medical Services (EMS) Dispatcher Accreditation Pay. Effective January 1, 2009, the City shall compensate all bargaining unit Fire Telecommunicators who are accredited as San Joaquin County Emergency Medical Services Dispatchers an additional one-hundred seventy five dollars ($175) per month. If the employee fails to maintain the accreditation or if the accreditation is no longer required for the position, payment of the stipend shall cease.

(e) Continuing Education for Emergency Medical Dispatchers. The City shall provide to Fire Telecommunicators all necessary EMD continuing education during normal working hours and at no cost to the employee. However, employees who do not participate in the EMD training offered by the City during normal working hours shall be responsible to complete the necessary continuing education on their own time without additional compensation; provided, however, that all necessary ride-along hours shall be compensated as time worked.
ARTICLE 16. INSURANCE PLANS

16.1 Health, Dental, Vision, and Prescription Benefits

(a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an Employee only, Employee plus One and Employee plus two or more dependants coverage. The City shall offer two or more medical plans to regular employees.

(b) Eligibility. Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).

(c) City Contribution towards the cost of insurance programs. Effective September 1, 2011:

- The City shall contribute up to $481.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

- The City shall contribute up to $875.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

- The City shall contribute up to $1,165.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.
These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City’s monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical/visions/dental to be pre-tax premium conversion.

(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

(e) Provisional and temporary employees are not eligible for any of the above benefits.

(f) Employees agree to the implementation of the modifications to the City’s Modified Plan, which is referred to in this MOU as "Modified Employee Medical Plan." Modifications to the City’s Modified Plan shall be effective September 1, 2011.

(g) It is understood that a coalition of the City’s unions, including SCEA, are exploring the possibility of providing a health plan for all city employees and retirees, independent from the City. On or before October 1, 2012, the Unions shall notify the City of whether they in fact are proposing to assume the provision of medical plans for employees and retirees. Should the City and unions in fact agree upon the unions administering their own plan, the terms of that assumption shall be established through meet and confer, as set forth in Appendix C. The terms of such plan, once agreed upon, shall supersede this section to the extent inconsistent, provided that the City’s contributions to such plan for active employees in this unit shall not exceed the maximum contributions set forth in subsection (c).

16.2 Long Term Disability Insurance

The City shall provide, at no cost to the employee, long term disability insurance coverage. Plan benefits shall be as described in the Plan document, but shall include:

(a) Each disability—66 2/3% of salary up to the maximum salary replacement amount as specified in the City’s long term disability plan.

(b) Disability income payments shall commence after a ninety (90) day waiting period. Employees may use sick leave and other leave balances to cover this waiting period, or take leave without pay.
STOCKTON CITY EMPLOYEES ASSOCIATION SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2013
STOCKON CITY EMPLOYEES’ ASSOCIATION UNIT

(c) Benefit payable until age sixty-five (65).

(d) The City shall continue its normal contribution for employee medical
premises during the ninety (90) days waiting period.

16.3  State Disability Insurance (SDI)

At the Union’s option, pursuant to procedures established by the state,
members may elect to receive State Disability Insurance (SDI) coverage at their
own expense. SDI will be coordinated with other benefits, provided, however,
that the cost of administering such benefits shall be borne by the employees.

16.4  Life Insurance

Effective July 1, 2012, the City shall provide, at no cost to the employee, a-term
life insurance policy with a value of $50,000. In addition, employees shall have
the opportunity to purchase additional insurance for a coverage level up to three
times their annual salary at their own expense, provided the City’s insurance
carrier is willing to provide such insurance.

16.5  Retirement Medical Allowance for Bargaining Unit Employees Hired on or
Before June 30, 2011

(a) Eligibility: An eligible retiree and eligible dependent may be enrolled in a City
offered medical plan either as a subscriber in a City offered medical plan or,
as the dependent: spouse/registered domestic partner or another eligible City
employee/retiree, but not both. If an employee/retiree is also eligible to cover
his/her dependent child, the child will be allowed to enroll as a dependent on
only one employee or retiree’s plan (i.e., a retiree and his or her dependent
cannot be covered by more than one City-offered health plan).

(b) City Contribution for the period of July 1, 2012 through June 30, 2013. The
City shall provide to employees retiring from the City the following contribution
towards the costs of retiree medical insurance from July 1, 2012 through June
30, 2013.

- Employees retiring with over 10 years of full time service with the City of
Stockton as a regular employee shall receive a City contribution of $150 a
month towards the cost of retiree medical insurance.

- Employees retiring with over 20 years of full time service with the City of
Stockton as a regular employee shall receive a City contribution of $300 a
month towards the cost of retiree medical insurance.
STOCKTON CITY EMPLOYEES ASSOCIATION SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2013
STOCKON CITY EMPLOYEES’ ASSOCIATION UNIT

- Employees retiring with over 30 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $450 a month towards the cost of retiree medical insurance.

- Employees with less than 10 years of service for the City shall not be eligible for a city contribution towards retiree medical.

- Benefits for part time employees who retire are prorated based on their full time equivalent.

- The City contributions shall end with the death of the retiree and no survivor benefits are provided.

- Retirees may enroll themselves or their dependents at their own expense in City sponsored medical plans only (dental and vision are not offered to retirees). The City reserves the right to set benefit levels in medical plans for retirees and at its exclusive option only provide fully insured plan choices to retirees for enrollment. The City reserves the right to discontinue inclusion of retirees in City sponsored medical plans at any time.

- The City’s commitment to provide retiree medical benefits during the 2012-13 fiscal year is to the retiree and shall end upon the death of the retiree. Surviving spouses shall not be eligible for any city paid benefit after the death of the city retiree. Any benefits previously paid to surviving spouses have been paid in error and without the approval of the City Council.

- Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retirees.

16.6 Alternative Retirement Medical Plans

The parties have negotiated that employees may choose to enroll in one or more additional health plans instead of the City Modified Plan (including but not limited to Kaiser Senior Advantage).

This language sets forth the conditions in which current employees, when they retire from the City and otherwise qualify for a retiree medical benefit from the City as stated in Sections 14.1 of this MOU, may also choose to enroll in City sponsored alternative plans in the same manner as when they were employees, as well as retiree only medical plans. The following conditions shall apply:
STOCKTON CITY EMPLOYEES ASSOCIATION SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2013
STOCKON CITY EMPLOYEES' ASSOCIATION UNIT

(a) If an employee is in a City sponsored alternative plan at the time of retirement, the employee shall be allowed to continue in that Plan. Employees in the union sponsored plans authorized by the City at the time of retirement shall be allowed to continue in that Plan.

(b) Employees not in an alternative Plan at the time of retirement shall not be allowed to enroll in any alternative plan except that any retiree may voluntarily enroll in a City sponsored retiree only Plan. A retiree may only enroll in alternative plans other than the City Modified Plan when:

(a) The retiree selecting plans other than the City’s Modified Plan must agree that the City’s financial contribution to a premium payment for any other Plan shall not exceed the current contribution amount the City would pay if the retiree is enrolled in the City Modified Plan, and

(b) Individual retirees will be required to sign a form that indicates agreement with these conditions.

The City reserves the right to eliminate these additional plans and the choice of multiple plans is not a vested right. Like the City Modified Plan, the City reserves the right to make plan design changes as necessary in these Alternative Plans.

16.7 Medicare Supplemental Coverage Requirements Only

The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City’s modified medical plan which includes medical design changes effective September 1, 2011 as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse

Under the federal Health Care Reform Plan, sponsors may modify the medical benefits provided to retirees only. The City will modify its retiree health care plan to reflect the following:

(a) Return Plan benefits for Acupuncture to 12 visits per year (instead of unlimited) and return the payment percentage paid to 60% (instead of 80%);
(b) Return Plan benefits for Alcohol and Drug Treatment admissions to 30 days and 3 lifetime admissions (instead of unlimited);

(c) Return Plan benefits for Outpatient Mental Health or Nervous Disorder services to 15 visit maximum (instead of unlimited);

(d) Change Plan benefits for Preventative care and wellness to 80% instead of current 100%;

(e) Return Plan the lifetime cap on plan benefits to $2.5 million (instead of unlimited);

(f) Return Plan benefits on the maximum age of dependent children to be enrolled in the Plan to age 19 unmarried, and not serving in the armed forces to 23 if attending school full time and qualified as a dependent for federal income tax purposes (instead of age 25); and

(g) Change Plan benefits for Emergency room benefits.

If portions or the whole of the Federal Affordable Care Act is modified subsequent to the adoption of this memorandum of understanding, the City and SCEA will meet and confer over any impact of those modifications within the mandatory scope of bargaining.

16.8 Elimination of Retiree Medical Benefits for Unit Members Hired on or after July 1, 2011

The City will not provide a retiree medical allowance, retiree medical supplement, a defined contribution, a retiree medical trust or any other retiree medical benefit for employees in this unit hired on or after July 1, 2011.

16.9 It is understood that the terms of this section, other than the terms covering the City's contributions, may be superseded should the City and unions agree that the medical plans shall be administered by the Unions as set forth in Appendix C.

16.10 Nothing in this section shall be construed to create vested rights to benefits for employees or retirees after the expiration of this MOU.

16.11 The parties acknowledge that SCEA does not bargain on behalf of employees already retired before the effective date of this Agreement.
ARTICLE 17. SALARIES

17.1 Salary Adjustments

There shall be no salary adjustments for the term of the contract.

17.2 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be minimum salary for the class to which that employee is appointed. When circumstances warrant, the Director of Human Resources or Director's designee may approve an entrance salary which is more than the minimum salary for the class to which that employee is appointed. Such a salary may not be more than the maximum salary for the class to which the employee is appointed.

17.3 Salary Equivalents

Any monthly, daily or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases when such a conversion is appropriate. In determining equivalent amounts on different time bases, the City shall provide tables or regulations for the calculation of payment for service of less than full-time, and for use converting monthly salaries to hourly rates, as well as for calculating hourly rates. Overtime rate and premium pay shall be calculated according to the provisions of the Fair Labor Standards Act.
17.4 Salary Step Plan

Salary ranges for bargaining unit classifications shall consist of six (6) salary steps in each range.

(1) The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the Director of Human Resources or Director's designee may authorize appointment above the first step after receiving the recommendation of the department head. The same provision shall apply to hourly-paid and part-time employees.)

If a department head recommends withholding increases to salary steps two (2) through six (6) because an employee has not achieved the level of performance required, notice must be received by the Director of Human Resources at least four weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation. Failure to abide by the above four week limitation shall not automatically cause a step increase to be granted; however, if an employee does not receive notice by the actual anniversary date, the increase shall be automatically granted.

(2) The second step shall be paid upon the satisfactory completion of the probationary period.

(3) The third step shall be paid upon the satisfactory completion of one year of service at the second step.

(4) The fourth step shall be paid upon the satisfactory completion of one year of service at the third step.

(5) The fifth step shall be paid upon the satisfactory completion of one year of service at the fourth step and upon written recommendation of the department head.

(6) The sixth step shall be paid upon the satisfactory completion of one year of service at the fifth step and upon written recommendation of the department head.

Regardless of an employee’s length of service, step advancements in any given class may be made upon recommendation of the department head with the approval of the Director of Human Resources, but not above Step No. 6 for a given range.

Salary step increases shall be effective the first day of the pay period following appointment or revision. If the date of appointment or revision is the first day of a pay period, salary step increases shall be as of that date.
Starkon City Employees Association Successor Mou
Term: July 1, 2012 – June 30, 2013
Starkon City Employees' Association Unit

Changes in an employee's salary because of promotion, demotion, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee, which date shall be as stated in the preceding paragraph.

Salary range adjustments for a classification will not set a new salary anniversary date for employees' serving in that classification.

### 17.5 Salary Step After Military Leave

All employees who have been granted military leave shall, upon their return to the City service, be entitled to the automatic salary advances within the range of their classification for the period they were in the military service.

### 17.6 Salary Step When Salary Range Is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided for by the Director of Human Resources.

### 17.7 Salary Step After Promotion or Demotion

(a) When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a salary equal to, or greater than the minimum rate for the higher class, that employee shall be entitled to the next step in the salary scale of the higher class which is approximately five percent (5%) above the employee's current salary, except that the next step shall not exceed the maximum salary of the higher class.

(b) When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which demoted.

1. If the salary of an employee is reduced for cause or disciplinary reasons, the employee shall receive the salary at the step ordered by the Appointing Authority.

2. If the salary of the employee is reduced through no fault of the employee (i.e., layoff), the employee shall be placed at the highest step in the lower salary range that does not exceed the employee's monthly salary immediately prior to the reduction.
(c) “Y” Rate

When an employee’s classification is changed to a lower paid classification as the result of a classification study or other action, the employee may be placed on a “Y” rate. A “Y” rate means that the monthly compensation for the employee shall remain in effect until such time as further changes in the pay range of the new classification exceeds the “Y” rate.

17.8 Salary on Transfer

An employee may be transferred from a class in one department, or to a position of the same class in another department, or to a comparable class, with the approval of both the employee and department heads. In the case of a comparable class, the employee must be qualified, as determined by the Director of Human Resources. The Director of Human Resources, in making such a determination, must assure that the maximum salary rate for the classes in question are within two and one-half percent (2½%), and shall consider, among other things, whether the employee possesses the minimum qualifications for such class, and is able to demonstrate through education, experience, or successful completion of pertinent test, that he/she is qualified for the transfer. If the transfer involves a change from the jurisdiction of one appointing authority to another, both must consent thereto.

17.9 Salary on Reinstatement

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, the salary shall not be higher than the salary at the time of employee’s separation unless there has been an increase within the salary range.

17.10 Acting Pay

Any employee who is assigned in writing to work in a higher paid classification and who performs a majority of the duties of that higher position, shall receive the rate of pay at a step in the range of the higher classification which would have been received if the employee had been promoted into that classification. Such written authorization must be made by the appointing authority and must be made prior to the effective date of the acting assignment. Compensation for acting pay will be based on each full shift worked.

Time in acting status does not normally qualify an employee for future step increases.
17.11 Special Assignment Pay

The City Manager may approve additional compensation in an amount not to exceed one additional salary step for bargaining unit employees assigned for the duration of special assignment to additional duties, responsibilities or hours.

17.12 Pay Equity Adjustments

The City recognizes that there may be a need for pay equity salary adjustments for selected classifications, as a result of recruitment problems, reclassifications, and/or organizational changes during the year. The City, in its sole discretion, may make such pay equity adjustments, but agrees to discuss such changes with the Association.
ARTICLE 18. VOLUNTARY TRANSFER

A bargaining unit employee may apply for a transfer to a position in the same or comparable classification in accordance with the City Civil Service Rules. Such request must be submitted in writing to the Human Resources Department. The names of such bargaining unit employees together with other eligible applicants, will be forwarded to the department head to fill existing vacancies. Such bargaining unit employees will not be accorded any hiring preference.
ARTICLE 19. SEVERABILITY OF PROVISIONS

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum shall be null and void but such nullification shall not affect any of the other provisions of this Memorandum of Understanding, all of which shall remain in full force and effect.

In the event that Federal Legislation changes the current applicability of the Fair Labor Standards Act, both parties agree to consult and/or confer on the impacts of such legislation to the extent required by law.
ARTICLE 20. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Association.
ARTICLE 21. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. Neither party shall, during the term of this Memorandum of Understanding, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.
ARTICLE 22. DURATION OF AGREEMENT

This Memorandum of Understanding shall be effective the date of execution, and shall remain in full force and effect to and including the 30th day of June 2013.
ARTICLE 23. MAINTENANCE OF OPERATIONS/CITY RIGHTS

(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented thereby agrees that from the date of execution through and inclusive of June 30, 2013 the Association or any person acting in its behalf, or each employee in a classification represented by the Association, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, or refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

(b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction, that the employee is, or has, engaged in any activity prohibited by Section (a) of this Article. The City may take other action, which it deems appropriate.

(c) If the City Council, by majority vote, determines to its satisfaction, that Section (a) of this Article has been violated by the Association, the City may take such remedial action as it deems appropriate.

(d) The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by Subsection (a) hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this Memorandum of Understanding.

(e) The Rights of the City as set forth in Section 5 of Resolution #32,538, dated August 4, 1975, are incorporated herein by reference.
IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on July ___ 2012, and by an affirmative vote of the Stockton City Council on July 24, 2012. The parties hereto have executed this Memorandum of Understanding this ___ day of July 2012.

Stockton City Employees' Association

Veronica Segura
President

Pauline Keener
Member

Approved as to form:
ROSE LAW FIRM, P.C.

By:
See attached signature page
Joseph W. Rose
Attorney for Association

City of Stockton

Bob Dews
City Manager

Teresia Haase
Director of Human Resources

Approved as to form:
John Luebberke, City Attorney

By:
DeAnna Solina
Deputy City Attorney

By:
Jon Holtzman
Negotiator for the City

ATTEST:
BONNIE PAIGE
CITY CLERK

BONNIE PAIGE
City Clerk
STOCKTON CITY EMPLOYEES ASSOCIATION SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2013
STOCKON CITY EMPLOYEES’ ASSOCIATION UNIT

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on July ___ 2012, and by an affirmative vote of the Stockton City Council on July 24, 2012. The parties hereto have executed this Memorandum of Understanding this ___ day of July 2012.

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CITY CLERK

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City Clerk
APPENDIX A - RELEASE OF CLAIMS INCLUDING CLAIMS RELATED TO 2011 AND 2012 DECLARATIONS OF FISCAL EMERGENCY AND CONTRACT MODIFICATION CLAIMS

WHEREAS, The Stockton City Employees' Association ("SCEA") defined herein as including without limitation the SCEA's members, bargaining unit members, officials, attorneys and affiliates) contends that it would have claims in the City's bankruptcy case including but not limited to claims on account of the City's imposition of changes to its contract made pursuant to this agreement, and/or changes made prior to this agreement arising out of or related to the City's declaration of fiscal emergency on May 17, 2011 (Resolution No. 11-0114) and February 28, 2012 (Resolution No. 1502-01), (collectively, "Contract Related Claims"); and

WHEREAS, the parties recognize that SCEA is covered by an existing memorandum of understanding (MOU) with the City that, absent this agreement or pendency plan changes, would not have expired until June 30, 2014; and

WHEREAS, that existing MOU would have provided for additional compensation increases after the date of this agreement; and

WHEREAS, the City agrees that SCEA would have Contract Related Claims; and

WHEREAS, the parties wish to fully settle and resolve all Contract Related Claims, and to enter into a new MOU for fiscal year 2012-13; and

WHEREAS, in exchange for its Contract Related Claims, the City is agreeing to provide 28 additional hours of paid leave time in fiscal years 2012-13 and another 32 hours of paid leave time in 2013-14 as set forth more fully below; and

WHEREAS, in addition, the City agrees to restore longevity pay of 1.25% for employees who had achieved twelve (12) years of service on or before July 1, 2011 for a period of one year, from July 1, 2012 through June 30, 2013, after which this additional pay shall be eliminated; and

WHEREAS the parties City agree that it is unnecessary to attempt to quantify Contract Related Claims in light of this Agreement; and

WHEREAS, it is in the interest of all parties that the City emerge from bankruptcy as quickly as possible and that the bankruptcy be resolved efficiently;

THEREFORE, THE PARTIES AGREE AS FOLLOWS:
1. SCEA agrees to release the City of Stockton (including without limitation its officers, employees, council members, attorneys, agents and assigns) from any and all Contract Related Claims, including any and all actions taken by the City of Stockton and its employees, officers, council members, attorneys, agents and assigns prior to the effective date of this Release.

2. This release extends to all Contract Related Claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future. The parties acknowledge that any and all rights granted to the parties under Section 1542 of the California Civil Code or any analogous state or federal law or regulation, are hereby expressly waived. The parties recognize and acknowledge that the factors which have induced them to enter into this Agreement might turn out to be incorrect or different from what they had previously anticipated, and the parties expressly assume all of the risks of this waiver of California Civil Code Section 1542. Section 1542 of the California Civil Code, reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

3. The Stockton City Employees' Association, for itself, its attorneys, members, officers, directors, represented employees and affiliates, hereby fully and forever releases, discharges and covenants not to sue or otherwise institute in any way, actively participate in or voluntarily assist in any legal or administrative proceedings against the City connected to the actions or omissions set forth above. This includes the immediate withdrawal of all litigation, grievances, demands for arbitration, and administrative claims related to the actions set forth above.

4. In consideration of the above release of claims, the City shall provide all unit members an additional 28 hours per year in fiscal year 2012-13 and 32 hours in 2013-14 time off with pay (for a total of 60 hours). This leave balance will be placed in a special account and shall have no cash value, but may be used in lieu of vacation or compensatory time, provided that the entire special leave balance must be used before June 30, 2014 or shall be forfeited. Special leave hours taken shall be considered time worked for the purpose of calculation of overtime. In addition, the City will restore longevity pay of 1.25% for employees who had achieved twelve (12) years of service on or before July 1, 2011 for a period of one year, from July 1, 2012 through June 30, 2013, after which this additional pay shall be eliminated.

5. The Contract Related Claims shall be satisfied in full by provision of special leave set forth in paragraphs 3 and 4.
6. The effective date of the Release shall be the date of the City Council's approval of the 2012 – 2013 MOU between the City and the Stockton City Employees' Association.

7. All parties expressly waive any right to recover attorneys' fees and costs.

8. SCEA agrees that the City is eligible for Chapter 9 relief and will not oppose the City's eligibility should it be contested by another party.

9. SCEA agrees to support any plan of adjustment consistent with the terms of the attached MOU.
APPENDIX C - UNION PROPOSAL TO ASSUME ADMINISTRATION OF CITY MEDICAL PLANS (AGREEMENT BETWEEN CITY AND COALITION REPRESENTING ALL CITY UNIONS)

The City is supportive in concept of the unions taking over responsibility for providing medical insurance plan, and pledges its full cooperation in providing the necessary data to permit the Unions to assess the viability of such a plan. Acceptance of the plan by the City shall be subject to the following terms and conditions:

1. Such plan would not be City sponsored and the City would not have any responsibility for such plan including administration of the plan and client services, and unions/vendor will hold city harmless for any actions taken by vendor or union in its management of their plans. The City will pay it’s contributions for employee insurance coverage as set forth in individual MOUs and remit them to the plan administrator per any administrative agreement. City will process employee’s deductions and remit to vendor and such costs of providing this service is part of administrative expense to be paid by union per any agreement achieved pursuant to #12 below.

2. Plan participants to pay all administrative costs of the plan, including HR support and computer/data transfer/integration.

3. Such plan would include all city employees and eligible retirees. All plan enrollees would have same benefits, plan choices, eligibility, access to the network and premium costs and be treated in the same manner, provided, however, that retirees and active employees may remain in separate risk pools. The only exception would be for over age 65 retirees where plan benefits would be integrated with Medicare. In addition, the Union plan may discontinue Original Plan benefits for retirees.

4. The plan would be fully insured, such that all risks would be borne by the insuring company without the possibility of underfunding the benefit

5. The Unions will not propose CalPERS medical plans.

6. Implementation shall be by January 1, 2013, provided the Unions provide at least 90 days notice to the City (i.e. not later than October 1, 2012).

7. The City will pay all run out claims from the Modified and Original medical plans with respect to any claim incurred prior to January 1, 2013, regardless of when the claim is paid. The City shall make all reasonable efforts to insure that all claims received are processed timely during the claims run out period. If any funds remain in the ISF fund, the parties will meet to discuss the status of the funds.
8. It is understood that the union plans would stay in effect for at least five years, and the Unions will give the City at least 1 year’s notice if they intend to terminate this arrangement. The City may only terminate the agreement with good cause regarding the failure of the plan to provide agreed upon benefits, and with evidence of continuing coverage for affected employees and retirees in the succeeding City sponsored plans. The City makes no commitment to any future arrangement of City administered medical insurance should the union plans be discontinued by the union’s actions.

9. The City retains the right to terminate the sponsorship by the unions of any health plan as a result of any legislation that would require the City to provide plans to its employees or pay penalties in lieu of providing such plans, for example, as under the Affordable Care Act or any additional or successor legislation.

10. Existing limits on City contributions to medical/dental/vision (agreed or imposed) remain unchanged.

11. It is understood that once the unions obtain quotes for coverage, the parties will meet and confer regarding significant issues regarding the implementation and viability of such plan, including, but not limited to the following:

- Coverage of "tail" claims; Fully fund all reserves for Incurred but Not Reported and Pending Claims;
- Calculation and method of paying administrative costs;
- Hold harmless to City for any actions taken by vendor/union coalition;

The City retains the right to accept or reject any union proposals on a union sponsored plan(s) during meet and confer following union receipt of bids, based upon financial, operational, legal or coverage concerns.
RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON CITY EMPLOYEES’ ASSOCIATION

RECOMMENDATION

It is recommended that the City Council adopt by Resolution the attached Stockton City Employees’ Association (SCEA) successor Memorandum of Understanding (MOU) effective July 1, 2014 through June 30, 2016. The City Council adoption will:
1) Authorize the City Manager to execute the MOU, 2) Amend the Fiscal Year (FY) 2015/2016 budget to appropriate additional funds, and 3) Take actions appropriate to carry out the implementation of the MOU.

Summary

Representatives of the City began meeting May 5, 2014, with representatives of SCEA on a successor MOU. The SCEA MOU expired June 30, 2014, and the City and SCEA desired to negotiate a successor MOU effective after that expiration. The successor MOU presented herein contains an increase to the City’s medical contribution effective the first full pay period after adoption; and a 2% cost of living increase adjustment (COLA) to base pay effective the first full pay period following adoption. Both increases are consistent with the City’s Long-Range Financial Plan (L-RFP) as incorporated into the City’s plan for exiting bankruptcy. The SCEA successor MOU contains similar terms and conditions as the prior two years, with other minor changes. The parties reached a tentative agreement on June 17, 2015, and the City has received notification from SCEA that the bargaining unit membership ratified this successor MOU. The successor MOU is attached in redlined format as Attachment A.

DISCUSSION

Background

The City has had substantial fiscal shortfalls over the past several years culminating in the bankruptcy filing in June of 2012. On June 26, 2012, the City Council adopted a final budget for FY 2012/2013 under the Pendency Plan filed for the bankruptcy proceedings. It also adopted as part of its Pendency Plan changes in compensation and benefits. In July 2012, the City Council adopted a successor MOU for SCEA with a term of one year, July 1, 2012 through June 30, 2013. For FY 2013/2014, most bargaining units at the City agreed to a “contract rollover” and amendment to extend their MOU for a one-year term through June 30, 2014, with minimal changes. In spring 2014, City representatives began meeting with seven (7) bargaining units who had MOU’s expiring on June 30, 2014. The focus of these negotiations was to obtain a successor MOU with terms and conditions consistent with the City’s L-RFP.
Jince negotiations began in the spring of 2014, the City Council has adopted successor MOU's for two out of seven bargaining units with expiring MOU's; on January 27, 2015, a successor MOU with the Mid-Management/Supervisory Level Unit (B&C) Unit was adopted, and on June 23, 2015, a successor MOU with the Stockton Police Officers' Association (SPOA) was adopted. Both of these MOU's have a term of two years, July 1, 2014 through June 30, 2016. The City Council also approved an amended Unrepresented Employee Compensation plan on May 5, 2015. The terms and provisions of the SCEA successor MOU presented herein are consistent with these three employee groups already approved by Council.

Present Situation

The relevant amendments under the successor MOU for SCEA are summarized as follows:

1. MOU contract term for two years - July 1, 2014 through June 30, 2016;

2. 2% base pay increase (COLA) effective the first full pay period after Council approval, consistent with the City's L-RFP (MOU Section 17.1);

3. City contribution towards health insurance - the City has agreed to a small increase to the City's capped health insurance premium contribution towards employee health insurance premiums effective the first full pay period after Council approval as shown below (MOU Section 16.1(c)). Please note the rates in the successor MOU are being updated from FY 2012/2013 rates; there was an increase included in the FY 2013/2014 rollover and amendment which were not reflected in the MOU document. This explains why the edits appear to be increases greater than those listed below. The City's overall contribution increase to SCEA members' health insurance premiums from their current contribution levels will be as follows:
   - $21 per month for Employee Only;
   - $38 per month for Employee plus 1 Dependent; and
   - $51 per month for Employee plus 2 or more Dependents;

4. Uniform Allowance Capped Contributions- SCEA has agreed to freezing current uniform contribution levels for eligible employees, and eliminating an automatic escalator each fiscal year (MOU Section 15.2);

5. Vacation Cash Payment Option- SCEA has agreed to continue the suspension of vacation cash payment option/sell-back during the term of the contract and until a successor MOU is reached (MOU Section 11.1(e));

6. Elimination of eligibility for Fire Telecommunication employees to work overtime for the same period of time that an employee traded their shift with another employee (MOU Section 13.2 (g));

7. Safety Protective Footwear- SCEA has agreed to remove seven (7) job classifications from the City's Safety Protective Footwear Policy (HR-34) (MOU Section 15.10);
8. Overtime Exemption job reclassifications- Pursuant to Fair Labor Standards Act (FLSA) regulations, SCEA has agreed to reclassify eighteen (18) positions as FLSA exempt; meaning these positions will no longer be eligible for overtime pay (MOU Section 13.4(f)), and these positions will receive the increased vacation accrual as provided to other exempt employees;

9. Health Insurance - SCEA has agreed to a reopener clause to meet and confer upon City’s request regarding proposals related to City sponsored medical plans and implementation of the Affordable Care Act (ACA) (MOU Section 16.0);

10. The City has agreed for SCEA members to contribute vacation hours into a bank capped at 500 hours for SCEA representatives to use for union business matters during normal work hours (MOU Section 2.5); and

11. Elimination of obsolete language and other language cleanup changes.

FINANCIAL SUMMARY

The cost for the 2% COLA beginning July 16, 2015 is $635,000 of which $326,000 is a General Fund cost.

The cost for the health contribution increase is approximately $194,000 annually of which $100,000 is a General Fund cost.

Funding for the 2% COLA and health contribution increase was planned in the L-RFP and additional budget will need to be appropriated from existing fund and department balances in FY 2015/2016 including an increased subsidy to the Library and Recreation Funds for the costs associated with this MOU. The salary and benefit costs for SCEA members are charged to over 30 City funds. The City funds that will experience cost increases over $20,000 as a result of this MOU are as follows:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$526,000</td>
</tr>
<tr>
<td>Library Fund</td>
<td>$ 99,000</td>
</tr>
<tr>
<td>Municipal Utility Funds</td>
<td>$ 72,000</td>
</tr>
<tr>
<td>Computer Equipment ISF</td>
<td>$ 62,000</td>
</tr>
<tr>
<td>Development Sv. Fund</td>
<td>$ 51,000</td>
</tr>
<tr>
<td>Recreation Fund</td>
<td>$ 31,000</td>
</tr>
</tbody>
</table>

The recommendation authorizes the City Manager to appropriate these funds in the employee services accounts in the respective funds.

The cost avoidance from eliminating the uniform cost escalators is approximately $12,350 each fiscal year. However, during the period of negotiations SCEA members did not receive their scheduled uniform increases. Now that an agreement has been reached SCEA will now be paid their outstanding increase to uniform allocation of $14,000 (a one-time General Fund cost) to bring them whole.
While vacation sell-back has been suspended since February 2012, the future cost avoidance from continuing to suspend vacation sell back is $514,000 of which $264,000 represents a savings to the General Fund.

Attachment A - SCEA MOU - redlined
# CONTRACT ROUTING FORM

## Contract Number
2015-07-07-1267

(For Clerk's Use)

### CONTRACT TYPE (select one)
- Original
- Amendment/Renewal/Change Order
- Grant
- Subdivision Agreement
- Other 07/01/2014 - 06/30/2016 SCEA MOU

### CONTRACT INFORMATION
- Contract Title: 07/01/2014 - 06/30/2016 SCEA UNIT MOU
- Vendor/Other Party: STOCKTON CITY EMPLOYEES' ASSOCIATION
- Contract Start Date: 07/01/2014
- Contract End Date: 06/30/2016
- Contract Term: 2 YEARS

### COUNCIL APPROVAL REQUIRED?
- Yes
- No

Council approval required for contracts over $75,000 for FISCAL YEAR: 2014/2016

Approved by Council on: 07/07/2015

Agenda Item No: 12.7

Copy Attached

### REQUIRED DOCUMENTS (The following documents shall be submitted with the signed contract when required):
- Business License Required? Yes
- Bonds Required? Yes
- Insurance Required? Yes
- Notary Required? No
- Recorder Required? No

### Routing Order

#### DEPARTMENT: Human Resources

DEPARTMENT HEAD APPROVAL: Teresia Zadroga-Haase

Project Mgr: Jennifer Williams

Forwarded to: SHULIA

Signed ( ) originals on: 
Forwarded to: 
by: 

#### VENDOR/OTHER PARTY

Signed ( ) originals on: 
Forwarded to: 
by: 

#### RISK SERVICES

Insurance approved on: 
Bonds approved on: 
Forwarded to: 
by: 

#### CITY ATTORNEY

Approved as to Form and Content on: 
Forwarded to: City Manager

Signed by City Manager on: 7-29-15
Forwarded to: City Clerk

#### CITY CLERK

City Clerk attested on: 07-19-2015

Retained ( ) original(s) for City's file. Hard Copy on file? Yes

OB # 1746003

### ORIGINATING DEPARTMENT:

Requisition No. 
Original sent to vendor on: 
Copy of contract to be retained by department. Original on file in the Clerk's office.

Copy of contract sent to Purchasing on: 

### PURCHASING: Purchase Order No. 

PUR No.
STOCKTON CITY EMPLOYEES' ASSOCIATION SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016
STOCKTON CITY EMPLOYEES' ASSOCIATION UNIT

CITY OF STOCKTON

STOCKTON CITY EMPLOYEES' ASSOCIATION
MEMORANDUM OF UNDERSTANDING
JULY 1, 2014 – JUNE 30, 2016

SCEA
Stockton City Employees' Association
# CONTENTS

## ARTICLE 1. RECOGNITION ........................................... 1

## ARTICLE 2. ASSOCIATION SECURITY ................................ 2

2.1 Dues Deduction .................................................. 2
2.2 Agency Fee ....................................................... 3
2.3 Use of City Facilities .......................................... 9
2.4 Advance Notice .................................................. 9
2.5 Attendance at Meetings by Employees ...................... 10
2.6 Employee Rights ................................................. 10
2.7 Assignment of Classifications ................................. 11

## ARTICLE 3. NON-DISCRIMINATION ................................ 12

## ARTICLE 4. PROBATION ............................................. 13

4.1 Purpose ........................................................... 13
4.2 Original Entrance and Promotional Positions ............. 13
4.3 Retention/Rejection of Probationer ......................... 13

## ARTICLE 5. PERFORMANCE EVALUATIONS ..................... 15

5.1 Preparation of Draft and Discussion with Employee ...... 15
5.2 Employee Disagreement with Rating ....................... 15
5.3 Annual Evaluations .............................................. 15

## ARTICLE 6. PERSONNEL RECORDS .............................. 17

6.1 Inspection ....................................................... 17
6.2 Review and Response Before Adverse Action ............. 17
6.3 Request for Removal of Records .............................. 17

## ARTICLE 7. LAYOFF ............................................... 18

7.1 Layoff ........................................................... 18
7.2 Layoff Scope .................................................... 18
7.3 Notice of Layoff ................................................. 18
7.4 Precedence by Employment Status ......................... 19
7.5 Order of Layoff and Employee Options ................... 20
7.6 Health, Dental and Vision Benefits During Layoff ....... 20
13.1 Overtime Authorization ......................................................... 48
13.2 Definition ........................................................................... 48
13.3 Rest Period During Overtime ............................................... 49
13.4 Compensatory Time Off (CTO) ............................................. 49

ARTICLE 14. HOLIDAYS ................................................................. 51
14.1 Qualifying for Holiday Pay .................................................. 51
14.2 Holidays Observed by the City ............................................ 51
14.3 Compensation for Holidays Worked .................................... 53

ARTICLE 15. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY .................................................. 54
15.1 Retirement Contribution Supplement .................................... 54
15.2 Uniform Allowance .............................................................. 56
15.3 Standby Duty Pay ............................................................... 57
15.4 Call-Back Pay ..................................................................... 57
15.5 Employee Educational Assistance ....................................... 57
15.6 Mileage Expense Reimbursement ....................................... 58
15.7 Voluntary Court Standby ..................................................... 58
15.8 Bilingual Pay ...................................................................... 58
15.9 Emergency Medical Services (EMS) Dispatcher Accreditation Pay .................................................. 58
15.10 Safety Protective Footwear Reimbursement ......................... 59

ARTICLE 16. INSURANCE PLANS .................................................. 60
16.0 Reopener Clause for Health Insurance ................................. 60
16.1 Health, Dental, Vision, and Prescription Benefits ................ 60
16.2 Long Term Disability Insurance ......................................... 61
16.3 State Disability Insurance (SDI) ........................................... 62
16.4 Life Insurance .................................................................... 62
16.5 Retirement Enrollment in City Sponsored Plans ................. 62

ARTICLE 17. SALARIES ................................................................. 633
17.1 Salary Adjustments ............................................................. 633
17.2 Salary Upon Appointment ................................................... 63
17.3 Salary Equivalents ............................................................. 63
17.4 Salary Step Plan ............................................................... 64
17.5 Salary Step After Military Leave ........................................ 65
17.6 Salary Step When Salary Range Is Increased ..................... 65
17.7 Salary Step After Promotion or Demotion ........................................... 65
17.8 Salary on Transfer ................................................................................ 66
17.9 Salary on Reinstatement ....................................................................... 66
17.10 Acting Pay ............................................................................................ 66
17.11 Special Assignment Pay ....................................................................... 67
17.12 Pay Equity Adjustments ....................................................................... 67

ARTICLE 18. VOLUNTARY TRANSFER ....................................................... 68

ARTICLE 19. SEVERABILITY OF PROVISIONS ......................................... 69

ARTICLE 20. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING ................................................................. 70

ARTICLE 21. SCOPE OF AGREEMENT ....................................................... 71

ARTICLE 22. DURATION OF AGREEMENT ............................................... 72

ARTICLE 23. MAINTENANCE OF OPERATIONS/CITY RIGHTS ............. 73

APPENDIX A - FLSA EXEMPT JOB CLASSIFICATIONS .......................... 75

APPENDIX B - JOB CLASSIFICATIONS TO REMOVE FROM HR-34 ...... 76
ARTICLE 1. RECOGNITION

(a) The Stockton City Employees' Association ("SCEA") is the exclusively recognized employee organization having the right to represent employees of the following bargaining units with the City of Stockton:
   (1) Administrative, Clerical and Services Unit; and
   (2) Professional and Technical Unit

(b) Any City employee employed in one of these bargaining units is referred to in this Memorandum of Understanding ("MOU") as a "bargaining unit employee."

(c) SCEA, and representatives of the City have met and conferred in good faith regarding items within the scope of representation, have exchanged freely information, opinions and proposals, and have endeavored to reach agreement on matters within the scope of representation.

(d) This MOU is entered into pursuant to the Meyers-Millas-Brown Act (Government Code Sections 3500 et seq.) and has been jointly prepared by the parties.

(e) This MOU will be presented to the City Council, as the joint recommendations of the undersigned, for the period commencing July 1, 2014, and ending June 30, 2016.
ARTICLE 2. Association Security

2.1 Dues Deduction

(a) General

(1) SCEA may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. SCEA has the exclusive privilege of dues deduction for its members.

(2) Authorization, cancellation or modification of payroll deductions will be made upon forms provided or approved by the City. The payroll deduction authorization will remain in effect until cancelled or modified by the employee by written notice to the City or until the first day of the calendar month following the transfer of the employee to a unit represented by another employee organization as the representative of the unit to which the employee is assigned, or until employment with the City is terminated.

(3) Additional authorization will not be required for deduction of increased membership dues when such increase has been duly approved by the membership of SCEA. Notification of such approval will be forwarded to the City in the form of written notice of official SCEA letterhead and signed by SCEA President or other duly authorized SCEA official. Upon receipt of notification, the City will authorize the payroll deduction of the increased amount.

(4) Amounts deducted and withheld by the City will be transmitted to the officer designated in writing by SCEA as the person authorized to receive such funds, at the address specified.

(5) In addition to the deduction of dues, the City will deduct from the paychecks of SCEA members who request it premiums for group insurance and investment plans sponsored by SCEA. Such deductions will be made in one lump sum and only upon signed authorization from the employee upon a form satisfactory to the City.
(6) The employee's earnings must be sufficient after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a nonpaid status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a nonpaid status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction will be made. In this connection, all other required deductions have priority over the employee organization deduction.

(b) Indemnity and Refund
SCEA will indemnify, defend, and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of SCEA dues or premiums for benefits. In addition, SCEA will refund to the City any amounts paid to it in error upon presentation of supporting evidence.

2.2 Agency Fee

(a) Employee Rights

(1) The City and SCEA recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party will exert pressure upon or discriminate against an employee in the exercise of these alternative rights.

(2) Accordingly, membership in SCEA will not be compulsory. A bargaining unit employee has the right to join SCEA as a member, not join SCEA, but instead pay SCEA an agency fee for representation services, or to refrain from either of the above courses of action if qualifying as a religious/conscientious objector as described in Article 2.2, Section (f).
(b) Bargaining Unit Employees' Obligation to Exclusive Representative

(1) A bargaining unit employee who does not fall within one of the exempted categories as set forth in Article 2.2, Section (f), and who has not voluntarily made application for membership in SCEA within the sixtieth (60) calendar day following the date upon which said employee has been formally hired by the City as a bargaining unit employee, must as a condition of continued employment in the City pay to SCEA an agency fee, in exchange for representation services necessarily performed by SCEA in conformance with its legally imposed duty of fair representation on behalf of said bargaining unit employee who is not a member of SCEA.

(2) In the event that a bargaining unit employee does not become a member of SCEA or pay such fee directly to SCEA, the City will begin automatic payroll deduction. There will be no charge to SCEA for such mandatory agency fee deductions.

(3) Prior to beginning such automatic payroll deduction, the President of SCEA will certify to the City in writing that the employee whose pay is to be affected by the deduction has: 1) refused to join SCEA; and 2) has refused to tender the amount of the agency fee as defined herein; and 3) has not applied for an exemption under Article 2.2, Section (f). In addition, SCEA must also certify that it has provided the employee with a copy of the fee verification required by Article 2.2, Section (e).

(c) Definition of Agency Fee

(1) The agency fee collected pursuant to Article 2.2, Section (b) from bargaining unit employees who are not members of SCEA will be an amount not to exceed the standard initiation fee, periodic dues and general assessments of SCEA for the duration of this MOU, minus any amount which is prohibited by the Constitution because such funds pay for political or ideological purposes not related to collective bargaining.

(2) Any dispute as to the amount of the agency fee will be resolved pursuant to the provisions of Article 2.2, Section (h).
(d) **Exceptions**

Bargaining unit employees on leave without pay and bargaining unit employees who are in laid off status will be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth herein must be exercised within the first ten (10) work days upon return to paid status.

(e) **Annual Verification of Agency Fee by SCEA**

As required by Government Code section 3502.5, SCEA will make available annually, to the City and to the employees who are members of SCEA, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

(f) **Employees Exempted From Obligation to Pay Agency Fee**

1. Any bargaining unit employee will be exempt from the requirements of Article 2.2, Section (b), if such employee has a bona fide religious objection as defined by Section 3502.5 of the California Government Code to the payment of any fee in support of an Association or “employee organization” as defined in Section 3501(a) of the California Government Code.

2. The employee qualifying as exempt from payment of the agency fee (hereinafter the “agency fee objector”) will, as an alternative to payment of an agency fee to SCEA, pay an amount equivalent to such agency fee to:
   
   (A) Women’s Center of San Joaquin County
   
   (B) United Way
   
   (C) Any charity jointly agreed in writing by the parties
(3) If a bargaining unit employee desires to be exempted for reasons set forth in Article 2.2, Section (f), the bargaining unit employee must first request such exemption in writing from SCEA setting forth with particularity the rationale for the exemption. If SCEA notifies the bargaining unit employee in writing that SCEA will not honor the request, then the matter will be referred automatically to a panel for determination according to the procedure set forth below. The panel will be composed of one (1) person selected by SCEA, one (1) person selected by the bargaining unit employee, and an arbitrator selected by the parties chosen from a list submitted by the State of California Mediation and Conciliation Services. If either one or both parties fail to nominate a panel member, the process of hearing will continue without that party's panel member.

(4) The panel will first receive arguments and evidence from the bargaining unit employee requesting the exemption. Thereafter SCEA may present any arguments or evidence. The proceedings will be conducted in an informal manner, and the rules of evidence will not apply. The arbitrator will act as chair and rule on all matters before the panel, with the exception of the final determination of the panel. The panel will prepare a written decision within fifteen (15) calendar days of the completion of the hearing, which will be final and binding upon the parties. Any expenses of the panel will be borne by the parties incurring them; provided, however, that the City will not be obligated to pay any arbitration panel fees or costs.

(5) Upon receipt of the decision of the panel, the City will release any funds held in escrow to SCEA or to the charity. Any decision by the panel will apply for the duration of this MOU.

(6) In addition, SCEA may require such exempt bargaining unit employee to submit proof of payment of an amount equivalent to such agency fee to one (1) of the alternative funds or organizations listed above. If the bargaining unit employee has not provided payment, the City will institute deductions pursuant to Article 2.2, Section (b)(2) and forward such monies to a charity listed in Article 2.2, Section (f)(2).

(7) Such payments will be made on or before January 31 of each year or no more than thirty (30) days after commencing duties for any newly hired employee.
(g) Escrow Account

If any bargaining unit employee either disputes the amount of the fee or disputes whether or not an exemption was appropriately denied, the City will deposit the fee, which was deducted and place such amount into a special escrow account established by SCEA for such purposes.

(h) Procedure for a Bargaining Unit Employee Who Contests the Amount of the Fee

(1) The parties agree that in order to provide a uniform definition of the agency fee, any disputes involving the amount of such fee will be referred to SCEA’s procedure for determination, provided that the parties have first complied with the other provisions of this Article.

(2) SCEA will notify the City in writing within twenty (20) days after it becomes aware that any employee disputes the amount of the fee.

(3) SCEA will verify in writing to the City that all of the conditions of Article 2.2, Section (b)(3) have been met prior to the City’s initiation of the fee deductions set forth in Article 2.2, Section (b)(2). Thereafter, the City will notify the affected employee in writing that such deductions will commence and a copy of SCEA’s written verification will be attached to the City’s notice. Thereafter, the City will begin the deductions.

(4) The monies held in escrow will be released to the appropriate party upon the rendering of a final decision by the SCEA’S internal procedure.

(i) Payment Method/Payroll Deduction

(1) A bargaining unit employee may voluntarily sign and deliver to the City a written assignment authorizing deduction of the properly established agency fee as defined in Article 2.2, Section (c), subject to the conditions set forth elsewhere in this MOU for payroll deductions, or the amount of the fee will be deducted automatically in accordance with Article 2.2, Section (b) (2) herein.

(2) The City is under no obligation to make payroll deductions for the periods during which a bargaining unit employee is either terminated from active employment, or not on the City’s active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.
(3) Upon the rehiring of any bargaining unit employee, or upon the recalling of any bargaining unit employee from layoff status, the City will resume or initiate dues deductions for such bargaining unit employee.

(i) Obligations of Parties

(1) City's Obligations

The City's obligation under this Article is to notify any bargaining unit employee who has failed to comply with the provisions of this Article that, as a condition of continued employment with the City, such bargaining unit employee must become a SCEA member, or pay an agency fee, or establish an exemption status and make payment pursuant to provisions of Article 2.2, Sections (b) and (c). Under no circumstances will the City be required to dismiss or otherwise discipline any unit member for failure to fulfill his/her obligations to pay the fees established herein.

The City will provide to SCEA the name, classification, department, home address, and telephone number for each new employee each month.

(2) SCEA's Obligations

Except as specified herein, SCEA and not the City, will be responsible for requiring bargaining unit employees to fulfill obligations defined herein. It is the obligation of SCEA to collect any initiation fees, periodic assessments, members' dues, and/or agency fees, which may be due and payable to SCEA in consideration for its services as the exclusive representative of unit employees.

(k) Hold Harmless Provision

SCEA will hold the City harmless, and will fully and promptly reimburse the City for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against the City or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any Article of this MOU pertaining to agency fees. Such reimbursement will include, but not be limited to, court costs, litigation expenses, and attorney's fees incurred by the City. The City will have the right to be represented by its own attorney in any action in which it is a named party to the action. Disputes over the amount of reimbursement will be automatically submitted to the arbitration provisions of this Memorandum, Article 10.3(d).
2.3 Use of City Facilities

(a) SCEA will be allowed use of space on available bulletin boards and reasonable use of City computer systems and networks for communications having to do with official SCEA business, such as times and places of meetings, provided such use does not interfere with the needs of the City.

(b) Any representative of SCEA will give notice to the department head or designated representative when contacting department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal SCEA business will be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with individual department heads and when made will continue until revoked by the department head.

(c) City buildings and other facilities may be made available for use by bargaining unit employees and their SCEA representative(s) in accordance with such administrative procedures as may be established by the City Manager, Director of Human Resources, or department heads concerned.

2.4 Advance Notice

(a) Except in cases of emergency, reasonable advance written notice will be given to SCEA if affected by any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and will be given the opportunity to negotiate if requested with the designated management representatives prior to adoption.

(b) In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter SCEA will be provided with the notice described above and be given an opportunity if requested to negotiate changes to said notice with the management representatives designated by the City Manager.
2.5 Attendance at Meetings by Employees

City employees who are official representatives or unit representatives of SCEA will be given reasonable time off with pay to attend meetings with City management representatives where matters within the scope of representation or grievances are being considered. Time spent for these purposes while a representative is not scheduled to work will not be compensated by the City and will not be considered as hours worked. Such employee representatives will submit a request for excused absence to their respective department heads, in a manner satisfactory prior to the scheduled meeting whenever possible. Except by mutual agreement the number of employees excused for such purposes will not exceed three (3) per recognized bargaining unit.

SCEA Time Bank. Upon request by SCEA in February of each year, each employee covered by this MOU must contribute up to one (1) hour of vacation time to maintain a bank of time to be used by SCEA officers, directors, and members for SCEA business that occurs during normal work hours, for which paid release time does not apply. Time bank hours used will not be considered as hours worked. Use of SCEA Time Bank must be authorized by an SCEA Officer, or SCEA director. Members must submit the time off request in advance and receive supervisor approval to attend SCEA business that occurs during normal work hours. The total amount of release time in the bank, including any carryover, will at no time exceed five hundred (500) hours. The City's administration and processing of these contributions will be implemented as soon as administratively possible after ratification of this MOU.

2.6 Employee Rights

(a) Employees covered by this Memorandum will have the right to join and to participate in the activities of SCEA for purposes representation under California Government Code Section 3500 et seq., and will also have the right to refrain from participation of any such activities.

(b) Employees covered by this Memorandum have the right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the City, covered under California Government Code Section 3500 et seq.

(c) The above provisions will not be subject to the grievance procedure, herein, but will be subject to enforcement through the established administrative procedures and the provisions for enforcement of the California Government Code Section 3500 et seq.
2.7 Assignment of Classifications

New job classifications established by the City will be assigned to the bargaining unit, pursuant to the City's Employer–Employee Relations Resolutions, after providing notice and the opportunity to consult with SCEA regarding such matters.
ARTICLE 3. NON-DISCRIMINATION

The City and SCEA agree that the provisions of this MOU will be applied without favor or discrimination based on race, color, ancestry, religion or creed, sex, national origin, marital status, age (over 40), 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.

SCEA will cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the objective of Equal Employment Opportunities, as defined by Federal and State regulations.
ARTICLE 4. PROBATION

4.1 Purpose

The probationary period will be utilized for closely observing the employee’s work, for securing the most effective adjustment of a new employee to a position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

4.2 Original Entrance and Promotional Positions

Employees hired or promoted after the effective date of this MOU will be subject to the following:

(a) All original appointments will be tentative and subject to probationary period of twelve (12) months.

(b) All promotional appointments will be tentative and subject to a probationary period of not less than six (6) months but not more than twelve (12) months, as specified in the class specification.

(c) Original and promotional probationary periods may be extended up to an additional six (6) months in those cases where the appointing authority and the Director of Human Resources agree that an extension would be beneficial to the employee and the City due to specific and documented performance problems.

4.3 Retention/Rejection of Probationer

(a) At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority will file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee in the service is desired. The City will make a good faith effort to notify a probationary employee two (2) weeks before the end of the probationary period whether or not regular status is granted; however, a failure on the part of the appointing authority to file such a statement at the end of the probationary period will not constitute a rejection of the probationer as defined in Civil Service Rules.
(b) During the probationary period an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment, will be reinstated to the position from which promoted unless charges are filed and the employee is discharged in the manner provided Article 9.1 of this MOU and in the Civil Service Ordinance and Civil Service Rules, which are consistent therewith.

(c) If an employee is rejected from his/her probationary period, the employee will receive the salary at the same step prior to promotion.
ARTICLE 5. PERFORMANCE EVALUATIONS

5.1 Preparation of Draft and Discussion with Employee

(a) Performance evaluations will normally be prepared in draft form and discussed with the employee prior to finalization and inclusion in the official personnel file.

(b) Employees will be evaluated according to the established procedures set forth in City policies. Evaluations should include, where practicable, narrative remarks to support the ratings.

(c) Ratings of less than satisfactory in any of the major categories will include a statement of the deficiency, suggested plans for correction, and a timeframe for improvement.

(d) Employees may respond in writing to a performance evaluation and have such response attached to their official personnel file.

5.2 Employee Disagreement with Rating

If an employee does not agree with the performance evaluation, the employee may submit a written response to the department head raising specific issues of disagreement. The department head will investigate the evaluation and render a written decision on all issues raised by the employee within twenty (20) working days of receipt of the appeal. If the employee is not satisfied with the department head’s response, the employee may prepare a written response as described above.

5.3 Annual Evaluations

(a) The City may institute annual evaluations of bargaining unit employees beyond the sixth year of employment on a department-by-department basis.
STOCKTON CITY EMPLOYEES' ASSOCIATION SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016
STOCKON CITY EMPLOYEES’ ASSOCIATION UNIT

(b) In the event a supervisor or manager does not complete a represented employee's performance evaluation on time resulting in a delay in the employee's step or merit increase, the supervisor or manager will promptly complete the necessary payroll form(s) (e.g. form CS-23) to implement the step or merit increase.
ARTICLE 6. Personnel Records

6.1 Inspection

Employees covered by this MOU will have the right to inspect and review the contents of their official personnel file in the Human Resources Department and/or duplicate file kept in the department at "reasonable intervals" and upon prior notice and approval of the employee's immediate supervisor. This right will not extend to letters of reference, pre-employment matters, and reports concerning criminal investigations of the employee.

6.2 Review and Response Before Adverse Action

The City will not take any adverse action based upon any documented incident or any document, unless the bargaining unit employee first receives a copy of the document and has an opportunity to respond in writing to that document. This requirement does not apply to supervisor's anecdotal records which will be kept separate from the official personnel file or the departmental duplicate file. Such anecdotal records may be maintained for preparation of an evaluation or for notations related to potential discipline.

6.3 Request for Removal of Records

An employee or an official representative of SCEA may submit a written request to seek removal of any material placed into their official file according to the City's Discipline Policy. This paragraph does not apply to records required by law to be kept, or as set forth in Article 6.1 above.
ARTICLE 7. LAYOFF

7.1 Layoff

Any employee may be laid off by an appointing authority in the event of the abolition of the employee's position by the City Council, or if a shortage of work or funds requires a reduction in personnel. In doing so, the City will follow the layoff procedure set forth herein below.

7.2 Layoff Scope

(a) The City will designate the number of layoffs in each bargaining unit classification for each department of the City.

(b) Departments of the City are defined as follows:

(1) Administrative Services
(2) City Attorney
(3) City Auditor
(4) City Clerk
(5) City Manager
(6) Community Development
(7) Community Services
(8) Economic Development
(9) Fire
(10) Human Resources
(11) Information Technology
(12) Municipal Utilities
(13) Police
(14) Public Works

7.3 Notice of Layoff

The City will give advance written notice of at least two (2) weeks to employees who will be laid off.
7.4 **Precedence by Employment Status**

No bargaining unit employee having regular status will be laid off while employees working in extra help, seasonal, temporary, provisional, or probationary status are retained in the same or comparable classification as such regular employee. The order of layoff among bargaining unit employees not having regular status will be as follows:

(a) First, extra help and seasonal employees;

(b) Second, provisional employees;

(c) Third, temporary employees; and

(d) Fourth, probationary employees.

Layoffs will be by job classification according to reverse order of seniority as determined by total service in the City, except as specified above. For the purpose of this procedure, regular part-time classes will be considered as separate from regular full-time classes.

The following provisions will apply in computing total continuing service:

(a) Time spent on military leave will count as service in the event the leave was taken subsequent to entry into regular City employment.

(b) Time worked in extra help, seasonal, provisional, temporary, grant or other limited term status will not count as service.

(c) Time worked in a regular status or probationary status will count as service.

(d) If two (2) or more employees have the same seniority, the order of seniority will be determined by their respective ranking on the eligibility list for hire.

(e) If two (2) or more employees have the same seniority, but were not hired from a ranked eligibility list, the order of seniority will be determined by lot.

(f) If two (2) or more employees have the same seniority, but were hired from separate ranked eligibility lists, the order of seniority will be determined by lot.

(g) Regular status part-time employees will not have the right to bump regular status full-time employees.
7.5 Order of Layoff and Employee Options

Reduction in force will occur in the following order:

(a) The least senior employee occupying the position(s) being eliminated will be the first laid off. The incumbent designated for layoff will have the options noted below:

(1) Displacing the least senior employee occupying the same or comparable classification, Citywide.

(2) Exercising seniority by returning to the classification in which the employee had prior status, thus displacing the employee working in that classification who has the least seniority.

(b) Seniority for the purposes of application of the layoff procedure in Article 7 is determined by total City employment, excluding employment as an extra help, seasonal, provisional, or temporary employee.

(c) Comparability of employee classifications for the purposes of application of the layoff procedure in Article 7 will mean the exact salary and similar duties as determined by the Director of Human Resources. Employees must meet the minimum qualifications of the comparable classification.

(d) An employee displaced in accordance with this Article 7.5 will be laid off in the same manner as an employee whose position has been abolished.

7.6 Health, Dental and Vision Benefits During Layoff

Regular employees who are laid off will have an option of maintaining their existing health, dental and vision benefits for thirty-six (36) months (the thirty-six (36) months runs concurrently with any COBRA benefits) from the date of layoff, provided timely payments of the premiums by the employee are made to the City, according to City regulations, and provided the employee otherwise meets the requirements of federal and state regulations.

7.7 Voluntary Layoff

When a determination has been made that a layoff will occur, regular full-time employees may elect to be voluntarily laid off regardless of their seniority status. The following provisions apply to an employee who so elects to be laid off:

(a) For payroll purposes, the employee will be treated as being on approved leave of absence without pay for up to twelve (12) months.
(b) The employee will have the option to either retain sick leave and/or vacation balances for up to one (1) year in anticipation of reemployment or be paid off for those leaves in accordance with applicable provisions of this MOU.

(c) The names of employees who elect to be voluntarily laid off will be placed on reemployment lists in accordance with Article 8.
ARTICLE 8. REEMPLOYMENT

8.1 Placement of Eligibility List for Position Held

The name of each employee who is laid off or reduced from a higher class as a result of layoff in accordance with Article 7 will be placed at the head of the eligibility list for the class of positions which that employee held, and will be given preference in filling vacancies in that class.

8.2 Placement on Eligibility List for Qualifying Positions

An employee laid off in accordance with this Article will be placed on the eligibility list or lists for any lower or comparable class or classes in the same department, provided that the appointing authority and the department head in charge of this lower or comparable class determine that the employee is competent to perform the duties thereof in strict accordance with the class specifications. This right of a laid off employee will remain effective for two (2) years from the date of latest separation from service. Employees who are subject to a layoff will be provided by the Human Resources Department a notice of their rights of reemployment and a form on which the employees are to indicate their reemployment preferences.

Employees placed on said list or lists will be at the head of the eligibility list for the class of positions for which qualified as hereinabove set forth and will be given preference in filling vacancies except for those persons placed on said lists or lists of reemployment in the same position previously held. An employee who waives reemployment to a full time position three times will have his/her name removed from this reemployment list unless mutually agreed to by the Department and employee. Upon certification for appointment to a new position never having been held by this employee, he/she will be subject to the probationary period provided in Article 4 of this MOU.

8.3 Status Upon Reemployment

Upon reemployment to the same position from which laid off or a position in which the employee held regular status, the employee will be returned to prior status regarding seniority, merit increases, probationary period, and unused sick and vacation leave.
8.4 Temporary Employment

A person on a laid off status may accept a temporary appointment without any effect on their reemployment status.
ARTICLE 9. DISCIPLINE

9.1 Pre-disciplinary Rights

Disciplinary action, including discharge, suspension, reduction in pay or demotion, may be taken against any employee for cause.

An employee facing potential disciplinary action will be entitled to the following pre-disciplinary rights:

(a) Notice of proposed discipline.

(b) Date(s) proposed discipline will be effective.

(c) Reasons for the proposed discipline, the specific grounds, and particular facts upon which the action is taken.

(d) The employee must be provided with any written materials, reports, and documents upon which the action is based.

(e) Ten (10) working days in which an employee or the employee representative may respond either orally or in writing to the department head.

9.2 Administrative Leave

The Department Head upon authorization of the Director of Human Resources may place an employee on administrative leave pending the completion of the predisciplinary process.

9.3 Disciplinary Appeal Options

The appointing authority may discharge, suspend, reduce in pay, or demote any employee in the classified service provided the Stockton Municipal Code provisions and the rules and regulations of the Civil Service Commission and any applicable provisions of law are followed. These provisions allow the employee suspended, demoted, reduced in pay, or discharged to appeal the adverse action. The employee may take only one (1) of the following actions:

(a) File no appeal, in which case the adverse action will become final after the tenth (10th) working day following the employee’s receipt of the notification of the adverse action.
(b) File an appeal with the Civil Service Commission within ten (10) working days following the employee’s receipt of written notification of the adverse action. Filing an appeal with the Civil Service Commission bars use of grievance procedure contained in Article 10 to appeal the same adverse action. The appeal must be served by personal service, fax, or certified mail.

(c) File a grievance as provided for in Article 10 within ten (10) working days by personal service, fax, or certified mail following the employee’s receipt of written notification of the action.

If the employee fails to do (b) or (c) above within the prescribed timeframes, these rights will have been waived.
ARTICLE 10. GRIEVANCE PROCEDURES

10.1 Definition

A grievance is any dispute which involves the interpretation or application of those rules, regulations and resolutions which have been, or may hereafter be, adopted by the City Council to govern personnel practices and working conditions, including such rules, regulations and resolutions as may be adopted by either the City Council or the Civil Service Commission to affect Memoranda of Understanding which result from the meeting and conferring process.

10.2 Filing Deadline

(a) No grievance involving demotion, suspension, reduction in pay, discharge or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) working days following the date on which the affected employee received written notification by certified mail or personal service of the adverse action.

(b) All other grievances must be filed within twenty (20) working days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

(c) By mutual written agreement of the Director of Human Resources and SCEA, the time limits contained in this grievance procedure may be extended or waived.

10.3 Grievance Processing

(a) Step 1—Departmental Review

Any employee claiming to have a grievance may discuss the complaint with such management official in the department where employed as the department head may designate. If the issue is not resolved within the department within fifteen (15) working days from the day of presentation or if the employee elects to submit the grievance directly to SCEA, the procedures hereinafter specified may be invoked.
(b) **Step 2—Director of Human Resources Review**

(1) If the employee is not satisfied with the response at Step 1, then the employee may appeal the grievance to the Director of Human Resources within ten (10) working days of the receipt of written response at Step 1. The grievance appeal from Step 1 must state with particularity:

(A) The specific policy, rule or provision which is alleged to have been violated;

(B) A statement of facts comprising the violation; and

(C) The requested remedy.

(2) SCEA may file and process grievance(s) on behalf of the specifically named employee.

(3) The Director of Human Resources will have twenty (20) working days in which to investigate the issues and respond in writing to the appeal.

(4) No grievance may be processed to Steps 3 and 4 that has not first been filed and investigated in accordance with this paragraph, unless the Director of Human Resources fails to respond within the twenty (20) working day time limit.

(c) **Step 3—Voluntary Mediation**

The parties may mutually agree to the use of this Step prior to proceeding to Step 4, Binding Arbitration. Either party may with written notice within ten (10) working days of the decision of Step 2 invoke Step 3. Upon request for Step 3, the City will request a mediator from the State of California Mediation and Conciliation Services to review the grievance and make non-binding recommendations to assist the parties in resolving the grievance. The mediator will not provide any written documents and is limited to the restriction in Labor Code Section 65 and Attorney General opinions 51/183 and 68/77.
STOCKTON CITY EMPLOYEES' ASSOCIATION SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016
STOCKON CITY EMPLOYEES' ASSOCIATION UNIT

(d) **Step 4—Binding Arbitration**

If the grievant or SCEA is dissatisfied with the response at Step 2, or Step 3, if used, or if the Director of Human Resources fails to respond within the time limit, the matter may, within twenty (20) calendar days of the Step 2 response, be referred to an arbitrator mutually selected by the parties, or, if the parties are unable to mutually agree, from a list of seven (7) arbitrators provided by the State of California Mediation and Conciliation Services. The arbitrator will be chosen by the alternative strike method, with first choice being determined by lot. The fees and expenses of the arbitrator and of a court reporter will be shared equally by both parties. Each party, however, will bear the cost of its own presentation, including preparation and post hearing briefs, if any. Notwithstanding any contrary provision, SCEA must authorize in writing the advancement of all grievances to binding arbitration under step 4 except those involving an individual employee demotion, suspension, reduction in pay, discharge, or other disciplinary action.

(e) **Effect of Decision**

Decisions of arbitrators on matters properly before them will be final and binding on the parties hereto except as provided otherwise herein.

10.4 **Scope of Arbitration**

(a) No arbitrator will entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by SCEA and unless such dispute falls within the definition of a grievance as set forth in Article 10.1.

(b) Notwithstanding the provisions of Article 10.4(a) of this MOU, proposals to add to or change this MOU or written agreements or addenda supplementary hereto will not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Article. No arbitrator selected pursuant to this Article will have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

(c) No changes in this MOU or interpretations thereof (except interpretations resulting from arbitration proceeding hereunder) will be recognized unless agreed to by the City Manager and SCEA.
10.5 Other Provisions

(a) Complaints which allege the employee is not being compensated in accordance with the provisions of this MOU will be considered as grievances and processed pursuant to Article 10.3. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum which results from such meeting and conferring process will be deemed withdrawn until the meeting and conferring process is next open for such decision. Employees agree to diligently check paychecks for errors. Arbitration of disputes over compensation under the Fair Labor Standards Act (FLSA) or the California Labor Code is permissive rather than mandatory.

(b) Specified time limits may be modified only in writing. All appeals and responses must be provided in writing.

(c) The grievant and employee-witnesses will be provided release time without loss of pay for all required meetings with management as well as for attendance at and participation in the arbitration hearing.

(d) The provisions of this Article will not abridge any rights to which an employee may be entitled under the Stockton Municipal Code and/or Civil Service Rules and Regulations, nor will it be administered in a manner which would abrogate any power which, under the Stockton Municipal Code and/or Civil Service Rules and Regulations, may be within the sole province and discretion of the Civil Service Commission.

(e) All grievances of employees in representation units represented by SCEA will be processed under this Article. If the Stockton Municipal Code and/or Civil Service Rules and Regulations require that a differing option be available to the employee, no action under Article 10.3(d) will be taken unless it is determined that the employee is not utilizing such option.

(f) No action under Article 10.3 will be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.
(g) If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.
ARTICLE 11. LEAVES

11.1 Leave

(a) Vacation Allowance

(1) Effective July 1, 2012, all full-time bargaining unit employees, excluding Fire Telecommunicators assigned to a 56-hour workweek, will accrue vacation leave with pay in accordance with the following schedule:

**FLSA Non-Exempt Employees (40-Hour Work Week):**

<table>
<thead>
<tr>
<th>Years of Continuous City Service</th>
<th>Annual Vacation Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1½ years or less</td>
<td>80 hours</td>
</tr>
<tr>
<td>1½ years to 7½ years</td>
<td>108 hours</td>
</tr>
<tr>
<td>7½ years to 15 years</td>
<td>144 hours</td>
</tr>
<tr>
<td>15 years to 25 years</td>
<td>189 hours</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>One additional 7-hour day for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 196 hrs., 27 yrs. equals 203 hrs., 28 yrs. equals 210 hrs., etc.)</td>
</tr>
</tbody>
</table>
FLSA Exempt Employees (40-Hour Work Week):

<table>
<thead>
<tr>
<th>Years of Continuous City Service</th>
<th>Annual Vacation Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1½ years or less</td>
<td>120 hours</td>
</tr>
<tr>
<td>1½ years to 7½ years</td>
<td>148 hours</td>
</tr>
<tr>
<td>7½ years to 15 years</td>
<td>188 hours</td>
</tr>
<tr>
<td>15 years to 25 years</td>
<td>229 hours</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>One additional 7-hour day for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 236 hrs., 27 yrs. equals 243 hrs., 28 yrs. equals 250 hrs., etc.)</td>
</tr>
</tbody>
</table>

(2) Bargaining unit employees scheduled to work less than full-time will receive vacation benefits on a proportional basis.

(3) Bargaining unit employees will accrue vacation on a twice-monthly payroll basis.
(b) Vacation Leave Accrual for Fire Telecommunicators

(1) Effective July 1, 2012, Fire Telecommunicators assigned to a 56-hour workweek will accrue vacation leave with pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Continuous City Service</th>
<th>Annual Vacation Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1½ years or less</td>
<td>120 hours</td>
</tr>
<tr>
<td>1½ years to 7½ years</td>
<td>162 hours</td>
</tr>
<tr>
<td>7½ years to 15 years</td>
<td>216 hours</td>
</tr>
<tr>
<td>15 years to 25 years</td>
<td>283.5 hours</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>An additional 10.5 hours for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 294 hrs., 27 yrs. equals 304.5, 28 yrs., equals 315 hrs., etc.)</td>
</tr>
</tbody>
</table>

(c) Maximum Vacation Accrual. Employees reaching the maximum hours will stop accruing additional hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception. Effective July 1, 2012, the following maximum vacation accruals will take effect. For employees who on July 1, 2012 have vacation balances that exceed their maximum will have until June 30, 2013 to use sufficient vacation to satisfy the maximum allowed. If an employee does not satisfy the maximum by June 30, 2013, he/she will retain his/her existing earned vacation, but will not earn any additional vacation until her/his vacation balance falls below the maximum vacation accrual allowed.

Maximum Vacation Accrual Caps

40-Hour Work Week Employee – FLSA Non-Exempt

<table>
<thead>
<tr>
<th>Time Frame</th>
<th>Accrued Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5 years</td>
<td>120 hours (15 days for 8-hour shift)</td>
</tr>
<tr>
<td>1.5 – 7.5 years</td>
<td>240 hours (30 days for 8-hour shift)</td>
</tr>
<tr>
<td>7.5 – 15 years</td>
<td>280 hours (35 days for 8-hour shift)</td>
</tr>
<tr>
<td>15 – 25 years</td>
<td>320 hours (40 days for 8-hour shift)</td>
</tr>
<tr>
<td>26 years</td>
<td>328 hours (41 days for 8-hour shift)</td>
</tr>
</tbody>
</table>
STOCKTON CITY EMPLOYEES’ ASSOCIATION SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016
STOCKTON CITY EMPLOYEES’ ASSOCIATION UNIT

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours (Days for 8-hour shift)</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>336 hours (42 days)</td>
</tr>
<tr>
<td>28</td>
<td>344 hours (43 days)</td>
</tr>
<tr>
<td>29</td>
<td>352 hours (44 days)</td>
</tr>
</tbody>
</table>

40-Hour Work Week Employee – FLSA Exempt

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours (Days for 8-hour shift)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5</td>
<td>200 hours (25 days)</td>
</tr>
<tr>
<td>1.5 – 7.5</td>
<td>320 hours (40 days)</td>
</tr>
<tr>
<td>7.5 – 15</td>
<td>360 hours (45 days)</td>
</tr>
<tr>
<td>15 – 25</td>
<td>400 hours (50 days)</td>
</tr>
<tr>
<td>26</td>
<td>416 hours (52 days)</td>
</tr>
<tr>
<td>27</td>
<td>424 hours (53 days)</td>
</tr>
<tr>
<td>28</td>
<td>432 hours (54 days)</td>
</tr>
<tr>
<td>29</td>
<td>440 hours (55 days)</td>
</tr>
</tbody>
</table>

For every year of service beyond 29, the employee is allowed to add an additional seven (7) hours to the maximum accrual cap.

56-hour Employee

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5</td>
<td>300 hours</td>
</tr>
<tr>
<td>1.5 – 7.5</td>
<td>360 hours</td>
</tr>
<tr>
<td>7.5 – 15</td>
<td>420 hours</td>
</tr>
<tr>
<td>15 – 25</td>
<td>480 hours</td>
</tr>
<tr>
<td>26</td>
<td>492 hours</td>
</tr>
<tr>
<td>27</td>
<td>504 hours</td>
</tr>
<tr>
<td>28</td>
<td>516 hours</td>
</tr>
<tr>
<td>29</td>
<td>528 hours</td>
</tr>
<tr>
<td>29 plus</td>
<td>7 hours each additional year</td>
</tr>
</tbody>
</table>

(d) Vacation Scheduling

Vacation leaves will be scheduled so that they will not interfere with the normal operation of the City’s business and with due consideration for the wishes of the employee. Each Department will reduce its scheduling practice to writing and distribute to all employees within the unit.

(e) Cash Payment Option

An employee may elect to receive cash payment up to a maximum of forty (40) hours of his/her accumulated vacation balance except that all cash outs will be suspended during the term of this MOU and until a successor MOU is reached.
STOCKTON CITY EMPLOYEES' ASSOCIATION SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

STOCKTON CITY EMPLOYEES’ ASSOCIATION UNIT

To qualify for this sell-back benefit, an employee must have used, either in the preceding or current fiscal year, an equivalent number of vacation days to the number of sell-back days.

(f) Vacation Cash Out Upon Separation

An eligible employee separating from City service effective July 1, 2014 for any reason who has unused vacation time will be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation will be made at the final rate of pay. Payment for the unused vacation hours will be paid post separation date at no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

11.2 Sick Leave

(a) Accrual

(1) All regular full-time bargaining unit employees, except Fire Telecommunicators assigned to a 56-hour workweek, will accrue sick leave at the rate of eight (8) hours for each month of completed service.

(2) Fire Telecommunicators assigned to a 56-hour workweek will accrue sick leave at the rate of twelve (12) hours for each month of completed service.

(3) All regular part-time bargaining unit employees will accrue sick leave on a prorated basis.

(4) Unused sick leave will accumulate from year to year with no maximum accrual. Employees will continue to accrue sick leave while off duty on authorized sick leave; provided, however, an employee will not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

(b) Usage

(1) Employees are entitled to sick leave pay for those days which the employee would normally have worked, to a maximum of the hours accrued, described as:
(2) Preventive medical, dental, optical care, illness, injury, or exposure to contagious disease which incapacitates the employee from performing normal work duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

(c) **Family Sick Leave (“Kin Care”)**

In accordance with California Labor Code section 233 (“Kin Care”), bargaining unit employees may utilize one-half of the employee’s annual sick leave accrual to care for an illness or injury of the employee’s immediate family, except in instances where the employee is on approved FMLA or CFRA leave. Such leave will be restricted to the employee’s parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild. The employee’s “child” includes a biological, foster, or adopted child, a stepchild, a legal ward, a child of the employee’s registered domestic partner, or a child to whom the employee stands in loco parentis. Family sick leave usage pursuant to California Labor Code section 233 will not be considered when evaluating the employee’s work performance.

(d) **Reporting Procedures for Sick Leave**

When the requirement for sick leave is known to the employee in advance of the absence, (for example, included but not limited to scheduled medical, dental or vision appointments), the employee will request authorization for such sick leave from the department head prior to such absence.

If an employee is not able to report due to illness or injury, the employee will report as soon as possible to the appropriate supervisor, but in no case more than thirty (30) minutes after the start of the workday, except for extenuating circumstances prohibiting giving notice.

Failure to notify as soon as possible and in conforming with the thirty (30) minute notification will be cause for the following disciplinary action:

1. For the first time in a six (6) month period, a Memorandum of Discussion.

2. For the second time within a six (6) month period, a Letter of Reprimand.

3. For any subsequent time within a six (6) month period, suspension from work; or at any time four (4) or more incidents occur within a six (6) month period, the employee may be discharged.
The six (6) month period will be defined as six (6) months from the most recent incident.

Any Memorandum of Discussion or Letter of Reprimand regarding failure to notify the City as provided herein, which is more than twelve (12) months old, will be removed upon the request of the employee if no additional incidents occur during the twelve (12) months period.

(e) Verification Procedures

(1) Before being paid for the use of accrued sick leave, the employee will submit a signed statement to the department head, on a prescribed form, stating the dates and hours of absence, the reason, and such other information as is necessary for the request to be evaluated. If an employee doesn’t return to work prior to the preparation of the payroll, other arrangements may be made with the department head.

(2) Doctor’s Certificate or Other Proof. The employee’s department head may require a doctor’s certificate or other reasonable proof of illness as he/she deems necessary in order for an employee to receive an excused absence from work and sick leave pay. The employee will be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor’s certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay. If an employee’s illness results in an absence from work for more than three (3) consecutive days, a doctor’s certificate, or other reasonable proof of illness may be required. In addition, the City may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification. Department heads will give their employees the benefit of the doubt and will not frequently or arbitrarily request doctor’s notes for routine personal illness, recognizing a considerable amount of time and expense is required to attend a medical visit to obtain a doctor’s note for work.

The employee’s department head may make such sick leave usage reviews and may reasonably require documentation to verify the need for the leave before approving the sick leave benefit.
(3) If the City has a reasonable basis to believe that an employee is abusing the sick leave benefit, the City or the employee’s supervisor must first meet with the employee to: 1) explain the reasonable basis for the believed abuse, and 2) discuss the reasons for the employee’s absence. The employee has the right to SCEA or other representation at such meeting. After such meeting, and depending on the factual circumstances, the City may:

(A) Place the employee on restricted sick leave for a period of not more than four (4) months, under the direction of the Director of Human Resources pursuant to Article 11.2(e)(2);

(B) Suspend the employee without pay for up to five (5) days for abuse of sick leave; or dismissal from employment if a prior suspension involved abuse of sick leave;

(C) Offer the employee participation in an employee assistance program, if agreed to by the employee.

(f) Use of Sick Leave While on Vacation

An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

(1) Was hospitalized during the period for which sick leave is claimed, or

(2) Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

(g) Payment for Unused Sick Leave

Effective February 17, 2012, all accumulated or future accruals of sick leave will have no cash value upon separation of employment and employees will not be allowed to cash out unused sick leave except as provided below.

(h) CalPERS Service Credit for Unused Sick Leave.

Employees will be eligible for CalPERS service credit for any unused sick leave at retirement not otherwise compensated for in (i) below. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave will not be eligible for this service credit.
(i) Sick Leave Retention Benefit

If, after subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation will be paid as follows to employees who have remained in City service until the dates specified:

1. Separation prior to July 1, 2014, no payment of unused sick leave at separation will occur for separating employees before this date;

2. Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on February 16, 2012 will be paid at 35% of its cash value to separating employees between these dates; and

3. Separation after July 1, 2015, payment of unused sick leave which the employee held on February 16, 2012 will be paid at 50% of its cash value to separating employees after this date.

4. Service credit for unused sick leave will be in accordance with PERS regulations.

11.3 Other Leaves With Pay

(a) Bereavement Leave

(1) In the event of a death in the immediate family, an employee will, upon request, be granted up to three (3) days bereavement leave with pay without charge to accumulated sick leave credits or vacation eligibility. The City Manager or his designee may grant an additional two (2) days bereavement leave upon request which will be charged against the employee’s accumulated sick leave credits in cases where extensive travel is required to attend the funeral. For the purposes of this paragraph, the immediate family will be restricted to the employee’s parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, son-in-law, daughter-in-law, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild.

(2) In the event of the death of a person not immediately related to an employee as defined above, the employee’s department head may grant up to three (3) days bereavement leave upon request which will be charged against the employee’s sick leave credits.
(b) Jury Duty Leave

(1) When an employee is summoned to jury duty he or she will promptly inform his or her supervisor and, if required to serve, may be absent from work without loss of wages or use of accrued leave for actual hours served on jury duty (including travel time). This will include the time from when the employee is ordered to appear until the time the employee is released from the court. Per Diem jury fees received by an employee, if any, will be remitted to the City within fifteen (15) days after they are received, exclusive of any meal, expense, and/or travel reimbursements. Upon being excused from the court each day, the employee must return to work if he or she has more than four (4) hours remaining before the end of his or her workday.

(c) Court Leave

Time spent by a bargaining unit employee traveling to/from and attending or appearing in any court or tribunal for any civil or criminal matter as a non-party witness where the employee’s attendance results from performance of his or her official duties as a City employee will be considered time worked. Time spent by a bargaining unit employee traveling to/from and attending or appearing in any court or tribunal for any civil matter as a defendant, respondent, or co-defendant with the City of Stockton arising from the employee’s official duties as a City employee will be considered time worked.

(d) Military Leave

(1) The City of Stockton complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the California Military and Veteran’s Code. Nothing contained herein is intended to limit or abrogate rights guaranteed under USERRA or the Veteran’s Code.

(2) An employee of the City who is a member of the National Guard, Naval Militia, and a member of the reserve corps or force of the Federal Military, Naval, or Marine Service and is ordered to duty will be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) days in any calendar year.
(3) All regular employees in the service of the City will be allowed leave of absence without pay for the duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California. Said employees will be reinstated in the position they held when they were inducted into Military Service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

(4) In the case of a probationary employee having served a minimum probationary period of six (6) months at the time of induction, it will be optional with the department head and the City Manager to grant regular status to said employee before induction.

(5) All probationary employees inducted into Military Service not having served the minimum probationary period of six (6) months, or having served the minimum probationary period of six (6) months, but not having received regular status will be allowed leave of absence without pay for the duration of a national emergency, but said employees will be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit as above specified and will serve the balance of their probationary period before attaining the status of a regular employee.

(6) Two or more regular employees granted military leave of absence without pay from the same position will be reemployed according to their seniority of employment providing they are physically fit as above specified.

(e) Parental Participation in Children's School Activities

(1) A parent or guardian of a child or children enrolled in kindergarten through grade 12, or attending a licensed day care facility, may take up to 40 hours each year off work (not to exceed 8 hours in any calendar month) to participate in the activities of the school or licensed child day care facility. The employee should provide as much advance notice as reasonably possible to the City of the planned absence. The employee must use vacation, compensatory, or holiday leave. If requested, the employee must provide documentation from the school verifying the date and time the parent participated in school activities.
STOCKTON CITY EMPLOYEES' ASSOCIATION SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016
STOCKTON CITY EMPLOYEES’ ASSOCIATION UNIT

(2) A parent or guardian required by the school to attend a hearing regarding the suspension or expulsion of a child will be permitted to attend the meeting. The employee must provide advance notice and may use accrued vacation, compensatory, or holiday leave.

11.4 Workers’ Compensation Leave

(a) Workers’ Compensation Benefits will be provided in accordance with State law and schedules whenever an employee is absence from duty because of disability caused by illness or injury arising out of and in the course of employment which has been declared to be compensable under the Workers’ Compensation Law. An employee on Workers’ Compensation may use accrued leave, if needed, to supplement benefits, up to the amount required to receive a full paycheck.

(b) Forms and Procedures

Workers’ compensation processing will be consistent with City procedures and in accordance with state workers’ compensation regulations. Any employee who sustains a work-related injury or illness will immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

11.5 Leave of Absence Without Pay

(a) Entitlement

Employees will not be entitled to Leave of Absence Without Pay as a matter of right, but only upon the determination of the City that it is in the best interest of public service and that there is a presumption that the employee intends to return to work upon the expiration of the leave of absence. The granting of a leave of absence provides the employee the right to return to the position vacated.
(b) Approval

All leave without pay must be recommended by the department head and approved by the Director of Human Resources. No such leave may extend beyond twelve (12) months, except in the case of absence due to job incurred disability where a determination may be made based upon the needs of public service or in the event an application for service connected disability retirement has been filed.

Leaves of absence without pay may only be approved following the expiration of entitlement of sick leave and vacation.

(c) An employee on a Leave of Absence Without Pay has an option to participate in the Health benefits by monthly prepayment of the required premium to the City.

(d) Maternity/Pregnancy/Paternal/Adoption Leave

Family medical leave will be in accordance with the Family Medical Leave Act ("FMLA") of 1993, the California Family Rights Act ("CFRA"), or Pregnancy Disability Leave ("PDL") and/or other applicable state and federal laws. Consistent with City policy and State and Federal law, employees may be required to utilize accrued sick and/or vacation leave during unpaid leaves in certain circumstances.

11.6 Absence Without Official Leave (AWOL)

(a) Refusal of Leave or Failure to Return After Leave

Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked or cancelled, or at the expiration of a leave, will be considered an Absence Without Official Leave.
(b) Voluntary Resignation

Any employee in this bargaining unit absent without official leave for two (2) or more consecutive scheduled days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation as reasonably determined by the Human Resources Director will be deemed to have voluntarily resigned from the City. An employee must provide a written statement to the Human Resources Department regarding a “satisfactory explanation,” within ten (10) calendar days after the City mails a notice of voluntary resignation to the employee’s last known address.
ARTICLE 12. DAYS AND HOURS OF WORK

12.1 Workweek

(a) The normal workweek for employees in this unit consists of five (5) consecutive eight (8) hour days for a total of forty (40) hours in a seven (7) day work period. Where operational requirements of a department require deviations from the present schedule, the department head with approval of the Director of Human Resources may institute alternate work schedules provided that such schedules conform to work period requirements of Fair Labor Standards Act and the City meets and confers with SCEA concerning the proposed schedule change(s) before implementation.

(b) Employees occupying part-time positions will work such hours and schedules as the department head will prescribe.

(c) Telecommunications personnel assigned to the Fire Department will work an average of fifty-six (56) hours in a seven (7) day work period.

12.2 Meal Periods and Rest Periods

Employees will receive a one (1) hour or a thirty (30) minute meal period without pay each day and a fifteen (15) minute paid rest period during the first half of the workday and a second fifteen (15) minute paid rest period during the second half of the workday. Bargaining unit employees will be completely relieved of duty during the unpaid meal periods, except for Police and Fire Telecommunicators, and Police Records Assistants, Community Service Officers, Evidence Technicians who may be relieved from duty and receive a paid meal period with written approval from the Chief’s Office. Employees in the classifications above who receive written approval for paid meal periods are expected to stay at the work-site and be available to work during the meal period when needed. Employees who exceed the time limits prescribed above for lunch and/or rest periods will have their pay reduced accordingly.

12.3 Hourly Employees

(a) Effective the date of this MOU, those employees working 19½ hours a week or less (substitutes), may only work a total of 1,014 hours or less during any twelve (12) month period.
STOCKTON CITY EMPLOYEES' ASSOCIATION SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016
STOCKON CITY EMPLOYEES' ASSOCIATION UNIT

(b) SCEA will be provided with a listing of all 19½ hours or less employees related to classifications within this bargaining unit. This listing will be provided quarterly.

(c) Overtime will not be worked by 19½ hour or less employees (substitutes), if full-time or regular part-time employees are available for such overtime work.

12.4 Regular Part-Time Employees

(a) Regular part-time employees (those employees regularly scheduled to work 20 hours or more per week) will be provided prorated sick leave and vacation benefits according to existing practice; will be eligible to participate in health and welfare benefits on a prorated basis according to provisions of this MOU, and will receive merit increases based upon the proration of time worked to the total hours in a full year of employment.

(b) The City will not employ hourly personnel in order to reduce the number of regular part-time employees which existed at the execution of this MOU.

12.5 Job Sharing

(a) Any two regular full-time employees within the same department holding positions in the same classification may petition their department head in writing to allow them to share one (1) of said positions.

(b) The approval of a job share position will be at the sole discretion of the City and must be approved in writing by the Director of Human Resources prior to implementation. The entrance into and termination of such job sharing will be at the sole discretion of the City.

(c) Employees who request and have approved job-sharing arrangements will be entitled to the rights and benefits which accrue to regular part-time employees.

12.6 Reporting to Work

(a) Repeated failure to report to work on time may result in appropriate discipline as set forth below:
STOCKTON CITY EMPLOYEES' ASSOCIATION SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016
STOCKTON CITY EMPLOYEES' ASSOCIATION UNIT

(1) For the first time in a six (6) month period, a Memorandum of Discussion.

(2) For the second time within a six (6) month period, a Letter of Reprimand.

(3) For any subsequent time within a six (6) month period, suspension from work; or at any time four (4) or more incidents occur within a six (6) month period, the employee may be discharged.

(b) If an employee reports to the worksite after the designated starting time, the employee will be paid only for time actually worked; however, the employee may be allowed to utilize vacation leave for lost pay, provided the employee’s supervisor approves.

(c) Any Memorandum of Discussion or Letter of Reprimand regarding tardiness which is more than eighteen (18) months will not be considered in any subsequent discipline.

12.7 Shift Bidding

(a) Employees in the Police Department who work on a twenty-four (24) hour shift schedule will be allowed to bid on shift preference on the basis of seniority within class. The shift selected in this manner will remain in effect for twelve (12) months, except in cases of emergency or workload requirements.
ARTICLE 13. OVERTIME

13.1 Overtime Authorization

All compensable overtime must be authorized by the department head or his or her designated representative in advance of the overtime being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

13.2 Definition

The following provisions pertaining to authorized or statutorily required overtime work will apply to non-FLSA exempt employees:

(a) Unless otherwise provided below, statutory overtime will be paid on actual time worked in excess of forty (40) hours in any 7-day FLSA work period. Such overtime will be paid for time and one-half (1-1/2) including employees employed on a per hour or per day basis or except as provided elsewhere herein. Holiday hours taken and observed holidays where the City is closed will be considered as time worked. Sick leave, vacation, or other compensated time off will not be considered as actual time worked for overtime calculation purposes.

(b) Except Fire Telecommunicators assigned to a 56-hour workweek and bargaining unit employees working an alternative work schedule, all time worked in excess of 40 hours per seven-day workweek will be compensated at the overtime rate.

(c) Fire Telecommunicators work 24-hour shifts, resulting in a regular schedule averaging 2912 hours per year / 56 hours per week (832 hours of overtime). In approximately 2000, the parties agreed to add the regularly scheduled FLSA overtime pay into the base, in order to ensure a regular and level payment of overtime over the course of a year. This methodology withstood a legal challenge in Hughes, et al. v. City of Stockton, et al. For additional overtime hours, the City will pay overtime at one and one-half (1 ½) time the employee’s regular rate of pay for all hours worked over fifty-six (56) in a workweek.
STOCKTON CITY EMPLOYEES’ ASSOCIATION SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016
STOCKTON CITY EMPLOYEES’ ASSOCIATION UNIT

(d) Except as otherwise provided in Article 14.2, bargaining unit employees who are not regularly scheduled to work holidays will be paid for a regular day plus time and one-half (1½) for actual time worked on a holiday observed by the City.

(e) Police Telecommunicators and Fire Telecommunicators will be compensated for work on holidays as set forth in Article 14.2.

(f) When the City Manager has declared a state of emergency and such action is approved by the City Council, time worked by employees will be paid for at their straight time. Work in excess of forty (40) hours in any workweek will be paid at time and one-half (1½).

(g) Fire Telecommunication employees who have traded their normal work shift with another employee are not eligible for overtime for the hours that were their normal hours of work. Shift trades will be cancelled if an employee is required to work mandatory overtime.

13.3 Rest Period During Overtime

After each three (3) hour segment of overtime contiguous to a regular shift, an employee will be granted a fifteen (15) minute paid rest period.

13.4 Compensatory Time Off (CTO)

(a) Definition

As used in this MOU, the term Compensatory Time Off (CTO) refers to that time which an employee is entitled to be absent from duty with pay for time worked in addition to or excess of their normal work schedule they have earned under section 13.2 (a).

(b) CTO in Lieu of Overtime Compensation

Except Fire Telecommunicators assigned to a 56-hour workweek, bargaining unit employees may voluntarily elect to receive overtime compensation in the form of CTO at a rate of one and one-half (1½) hours of CTO for each hour of overtime they have earned under per section 13.2 (a).
STOCKTON CITY EMPLOYEES' ASSOCIATION SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

STOCKTON CITY EMPLOYEES' ASSOCIATION UNIT

(c) Use

Use of CTO will be scheduled with due consideration for the wishes of the employee and so as to not interfere with the normal operation of City business. Approval of requests for use of CTO will be at the sole discretion of the department head, but once approved, cannot be changed unless an emergency situation arises.

(d) Maximum Accrual

No more than eighty (80) hours of CTO may be carried on the books at any time, except Fire Telecommunicators assigned to a 56-hour workweek who may not accrue CTO. Once the maximum number of CTO is accrued, all further overtime worked will automatically be paid to the employee. At the end of each calendar year, all CTO will be carried forward, unless the employee elects to have some or all of the compensatory balance paid. Carryover CTO Time cannot exceed the CTO accrual maximum.

(e) Elimination of CTO for Fire Telecommunicators

Effective January 1, 2009, Fire Telecommunicators assigned to a 56-hour workweek will no longer accrue or use CTO and will be paid at their regular rate of pay for all accrued and unused CTO hours on or about January 7, 2009; provided, however, any Fire Telecommunicator having any approved leave request(s) for CTO for time off work through January 31, 2009, will be permitted to use the approved CTO leave.

(f) Exempt Status of Classifications

The parties have agreed that effective the first full pay period following ratification of this MOU the classifications listed in Appendix A will be exempt from overtime as provided by the Fair Labor Standards Act and will be considered Exempt in the City’s pay policies and for the accrual of vacation. Parties agree to re-visit these classifications during negotiations on a successor MOU.
ARTICLE 14. HOLIDAYS

14.1 Qualifying for Holiday Pay

All regular employees will be entitled to take all authorized holidays on full pay not to exceed eight (8) hours for any one (1) holiday.

14.2 Holidays Observed by the City

(a) Bargaining unit employees will receive the following observed holidays off without loss of wages or accrued leave:

<table>
<thead>
<tr>
<th>Observed</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) January 1</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>(2) Third Monday in January</td>
<td>Martin Luther King, Jr.’s Birthday</td>
</tr>
<tr>
<td>(3) Second Monday in February</td>
<td>Lincoln’s Birthday</td>
</tr>
<tr>
<td>(4) Third Monday in February</td>
<td>Washington’s Birthday</td>
</tr>
<tr>
<td>(5) March 31 (FLOATING)</td>
<td>Cesar Chavez Day</td>
</tr>
<tr>
<td>(6) Last Monday in May</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>(7) July 4</td>
<td>Independence Day</td>
</tr>
<tr>
<td>(8) First Monday in September</td>
<td>Labor Day</td>
</tr>
<tr>
<td>(9) Second Monday in October</td>
<td>Columbus Day</td>
</tr>
<tr>
<td>(10) November 11</td>
<td>Veteran’s Day</td>
</tr>
<tr>
<td>(11) Fourth Thursday in November</td>
<td>Thanksgiving</td>
</tr>
<tr>
<td>(12) The Friday after Thanksgiving</td>
<td></td>
</tr>
<tr>
<td>(13) December 25</td>
<td>Christmas Day</td>
</tr>
</tbody>
</table>

FLOATING holiday to be taken within 90 workdays on or after the observed holiday.
(b) All regular employees in positions allocated to the Police Department who are assigned to shifts (phase days) will receive, in addition to their normal compensation, one day’s pay (8 hours) for each of the holidays listed in Article 0 above, on which the employee does not work. Such employees required to work a holiday on a hire-back basis, will be compensated at time and one-half (1½), in addition to their normal compensation (8 hours) and paid holiday (8 hours). Such employees required to work a holiday on a regularly scheduled basis will be compensated at time and one-half (1½) overtime in addition to their normal compensation (8 hours). The maximum additional compensation subject to CalPERS for working the holiday will be sixteen (16) hours.

(c) Fire Telecommunicators assigned to a 56-hour workweek will receive, in addition to their normal compensation, 12 hours pay for each of the holidays listed in Article 14.2 above.

(d) For employees on the 9/80 alternative work schedule, employee may shift their work schedule so that their 8 hour day falls on the designated holiday with the approval of their supervisor.

(e) For employees on a Monday through Friday workweek, if holidays fall on a Sunday, the following Monday will be observed. If holidays fall on Saturday, the preceding Friday will be observed.

(f) For employees in the Police Department on a twenty-four (24) hour shift schedule, holidays that fall on Saturday or Sunday will be observed on Saturday or Sunday respectively.

(g) **Fixed Holidays for Library Service Division Employees**

All regular employees in positions allocated in the Library Services Division of the Community Services Department will be allowed to take "fixed holidays" observed by the City, listed under Article 14.2(a) of this MOU, that occur on a Monday as a "floating holiday." The day off must be scheduled with a supervisor and taken within fourteen (14) calendar days on or after the date of the fixed holiday.

(h) In order to receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.
(i) An employee who takes a holiday off on a normally scheduled workday will receive 8 hours of holiday pay at their regular rate of pay, and the holiday hours count as time worked for FLSA overtime calculation purposes. A holiday that falls on an employee's normally scheduled day off will receive 8 hours of holiday pay at their regular rate of pay, however the holiday hours will not be counted as time worked. If an employee works on a holiday, the employee will receive 8 hours of holiday pay at their regular rate of pay, actual hours worked will be paid at the time and one half (up to 8 hours) and holiday hours will not be counted as time worked. If an employee works only partial hours on a holiday, partial holiday hours will be counted as time worked for FLSA overtime calculation purposes (up to 8 hours combined maximum).

14.3 Compensation for Holidays Worked

Prior approval for holiday work must be secured from the City Manager.
ARTICLE 15. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

15.1 Retirement Contribution Supplement

(a) Effective August 1, 2011, employee will pay the entire seven percent (7%) employee contribution to the California Public Employees Retirement System (CalPERS).

(b) For Employees hired on or before June 30, 2012, the City’s CalPERS retirement plan was modified to reflect two percent (2%) at age 55, effective January 1993. Effective on July 1, 2012, or as soon as administratively feasible, the City of Stockton will amend its contract with CalPERS in order to provide a second-tier CalPERS retirement plan with the 2% at 60 formula for all employees hired thereafter in all applicable classifications within the SCEA unit, without inclusion of the additional benefits in sections (c), (d), (e), (f) and (g).

(c) For Employees hired on or before June 30, 2012, the City’s CalPERS retirement plan was modified to reflect Section 21024 (Military Service Credit as Public Service) and Section 21027 (Military Service Credit for Retired Persons) of the California Government Code, pursuant to Ordinance Number 009-93 adopted by the City Council on May 13, 1993.

(d) For Employees hired on or before June 30, 2012, the City will continue to provide CalPERS California Government Code Section 20692 (Employer Paid Member Contributions as Compensation) at the beginning of their last year of employment will pay their employees’ seven percent (7%) benefit cost through an automatic payroll deduction. The base salary for those employees will be increased by the same seven percent (7%) for the last twelve (12) months of employment (IRS Code 414H(2) will be concurrently implemented with CalPERS amendment), pursuant to Resolution Number 97-0394 adopted by the City Council on October 21, 1997.

(e) For Employees hired on or before December 31, 2012, the City will continue to provide CalPERS California Government Code Section 20965 (Credit for Unused Sick Leave) as added CalPERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.
(f) For Employees hired on or before December 31, 2012, the City will continue to provide CalPERS California Government Code Section 21574 (Fourth Level of 1959 Survivor Benefits) as added PERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.

(g) For Employees hired on or before December 31, 2012, the City will continue to provide CalPERS California Government Code Section 21335 (5% Annual Cost of Living Allowance Increase) as added CalPERS benefits, which was effective upon adoption by the Stockton City Council and CalPERS Administration Board. The intended implementation date base year was 2001.

(h) PERS Benefits for Employees hired on or after January 1, 2013

1.) Employees with Reciprocity:

Employees hired on or after January 1, 2013, who had service under another CalPERS agency or public retirement system with reciprocity prior to January 1, 2013, and a break in service of less than 6 months and considered classic employees by PERS AB 340, will be subject to the PERS pension formula of 2%@60 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees will pay the entire employee contribution of seven (7%) percent to the California Public Employees Retirement System (CalPERS).

2.) Employees without Reciprocity:

Employees hired on or after January 1, 2013, will be subject to the AB340 PERS pension formula of 2%@62 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees will pay 50% of the City normal cost rate for the 2%@62 as determined by CalPERS.
15.2 Uniform Allowance

(a) Bargaining unit employees in the following classifications who are required to wear uniforms will be paid an annual uniform allowance of nine hundred fifty dollars ($950.00), one-half payable in April and one-half payable in October:

(1) Fire Telecommunicator I/II;
(2) Police Records Assistant (I/II/III); and
(3) Police Telecommunicator (I/II/III).

(b) Bargaining unit employees in the following classifications who are required to wear uniforms will be paid an annual uniform allowance of nine hundred seventy-five dollars ($975.00), one-half payable in April and one-half payable in October:

(1) Animal Services Assistant;
(2) Animal Services Officer;
(3) Community Service Officer;
(4) Evidence Technician;
(5) Fire Prevention Inspector;
(6) Mail Courier;
(7) Parking Violations Deputy;
(8) Property Clerk;
(9) Senior Animal Services Officer;
(10) Senior Evidence Technician;
(11) Vehicle Abatement Specialist; and
(12) Any other bargaining unit employee required by the City to wear a uniform in the course and scope of employment.

(c) To account for the correct uniform allowance amounts effective July 1, 2013, the City agrees to make a retroactive payment to those classifications listed in Article 15.2 (a) and (b) as soon as administratively possible.
15.3 Standby Duty Pay

Employees assigned to standby duty will be paid $3.00 per hour while assigned to be on standby. Each employee so assigned to "standby" is required to carry a mobile phone or other agreed upon communication device while on standby. Standby will be assigned based on departmental policy, and the City agrees to meet with SCEA regarding standby department policies. An employee will earn time and one-half (1¼) for all actual time worked while on standby duty status only if eligible for overtime as defined in Section 13.2 above. An employee will not continue to receive the "standby" premium during actual time worked, or for any hours paid as overtime or call back. Standby will not be considered as time in "paid status because of work performed" for purposes of calculating overtime.

15.4 Call-Back Pay

When an employee is called back to work from off duty status, the employee will be compensated for a minimum of two (2) hours and forty-five (45) minutes pay at time and one-half (1½) or actual time worked at time and one-half (1½), if eligible for overtime as defined in Section 13.2 above, whichever is greater. An employee may elect compensatory time off (CTO) in lieu of payment for overtime consistent with the provisions set forth in Article 13.4.

When authorized by the department, employees who are contacted and who provide remote support via telephone, Internet, or network connection will be paid time and one-half (1½) for time worked in fifteen (15) minute intervals, if eligible for overtime as defined in Section 13.2 above. Intervals cannot be compounded or overlapped.

To be eligible for call-back pay, both of the following conditions must be met:

(a) The call-back must occur outside of the employee’s regular work hours; including overtime.

(b) The call-back time worked must not be contiguous to the employee’s regular work hours; including overtime.

(c) An employee is ineligible to receive a premium for both standby and call back. For example, employee will not receive standby pay for hours in which he/she is on paid overtime or call back pay.

15.5 Employee Educational Assistance

The City may reimburse employees for job related coursework which has been reviewed by the employee’s supervisor and approved by the employee’s department and the Human Resources Department.
15.6 Mileage Expense Reimbursement

The City will reimburse bargaining unit employees, at the current Internal Revenue Service rate, to all employees utilizing their personal vehicles for City business for travel, which qualifies under the City Manager's Administrative Directive (currently FIN-010), and for other related travel expenses which qualify under the City Manager's Administrative Directive (currently FIN-008).

15.7 Voluntary Court Standby

Bargaining unit employees who voluntarily place themselves on standby for work-related court appearances will receive one (1) hour at the regular rate of pay for the a.m. and, if required to remain on standby, one (1) additional hour at the regular rate of pay for the p.m.

15.8 Bilingual Pay

Job positions determined by the Department Head requiring bilingual translation skills will receive a stipend amount of $140.00 per month for verbal translation skills, or $200.00 per month for verbal and written translation skills upon testing and certification by the Human Resources Department.

15.9 Emergency Medical Services (EMS) Dispatcher Accreditation Pay

(a) The City and SCEA acknowledge that California Health and Safety Code section 1797.220 directs the local emergency medical services (EMS) agency to establish policies and procedures to assure medical control of the emergency medical system.

(b) The City and SCEA acknowledge that as of July 1, 2008, the San Joaquin County EMS Agency requires all employees of agencies providing emergency medical dispatch (EMD) services to possess and maintain accreditation through San Joaquin County, to include compliance with EMS Agency and National Academies of Emergency Dispatch (NAED) policies, procedures, protocol, and standards. Fire Telecommunicators are among those employees represented by the Stockton City Employees' Association who must acquire and maintain accreditation by the San Joaquin County EMS Agency as a condition of providing EMD services for the City.
STOCKTON CITY EMPLOYEES’ ASSOCIATION SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016
STOCKTON CITY EMPLOYEES’ ASSOCIATION UNIT

(c) The City and SCEA acknowledge that in the event the San Joaquin County EMS Agency rescinds the certification of any bargaining unit employee as a result of any dispute arising from the exercise of the power set forth in San Joaquin County EMS Agency Policy No. 2101 (or any successor or similar policy), the City will make every effort, insofar as practicable and fiscally responsible, to employ such persons in positions for which such employees are qualified or may become qualified within a reasonable period of time and that do not require accreditation by the San Joaquin County EMS Agency.

(d) Emergency Medical Services (EMS) Dispatcher Accreditation Pay. Effective January 1, 2009, the City will compensate all bargaining unit Fire Telecommunicators who are accredited as San Joaquin County Emergency Medical Services Dispatchers an additional one-hundred seventy five dollars ($175) per month. If the employee fails to maintain the accreditation or if the accreditation is no longer required for the position, payment of the stipend will cease.

(e) Continuing Education for Emergency Medical Dispatchers. The City will provide to Fire Telecommunicators all necessary EMD continuing education during normal working hours and at no cost to the employee. However, employees who do not participate in the EMD training offered by the City during normal working hours will be responsible to complete the necessary continuing education on their own time without additional compensation; provided, however, that all necessary ride-along hours will be compensated as time worked.

(f) Longevity Pay. The City agrees to restore longevity pay of 1.25% for employees who had achieved twelve (12) years of service on or before July 1, 2011.

15.10 Safety Protective Footwear Reimbursement

Employees required to wear safety protective footwear in accordance with City Manager’s Administrative Directive HR-34, and approved for safety protective footwear reimbursement, the City will authorize safety protective footwear reimbursement in the amount of one hundred sixty dollars ($160.00) as needed and approved by the employee’s supervisor and department head. The list of classifications and or positions that are required to wear protective footwear is included in the Administrative Procedure and may be amended from time to time to reflect changes in the classifications required to purchase footwear. Effective upon ratification of this MOU, SCEA agrees to remove job classifications listed in Appendix B from the City’s Safety Protective Footwear Policy (HR-34).
ARTICLE 16. INSURANCE PLANS

16.0 Reopener Clause for Health Insurance

SCEA agrees at the City's request, to meet and confer on any changes that are within the mandatory scope of bargaining in any City proposals related to its City sponsored medical plans that may be related to the implementation of the Affordable Care Act (ACA).

16.1 Health, Dental, Vision, and Prescription Benefits

(a) Choice of Health Plans. Employees in this bargaining unit will have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan will offer an Employee only, Employee plus One and Employee plus two or more dependants coverage. The City will offer two or more medical plans to regular employees.

(b) Eligibility. Employees will become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees will become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).

(c) City Contribution towards the cost of insurance programs. Effective upon the first full pay period following ratification of this MOU by SCEA and approval by the City Council on its regular agenda in accordance with the Brown Act:

- The City will contribute up to $543.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

- The City will contribute up to $988.00 per month toward the cost of
the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

- The City will contribute up to $1,313.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

These contributions are based on full-time employment; regular part-time employees will receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City’s monthly contribution will be paid by the employee through payroll deductions. The City will maintain its IRS 125 Plan to allow for employee contributions for medical/vision/dental to be pre-tax premium conversion.

(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan will be in accordance with the Plan document.

(e) Provisional and temporary employees are not eligible for any of the above benefits.

16.2 Long Term Disability Insurance

The City will provide, at no cost to the employee, long-term disability insurance coverage. Plan benefits will be as described in the Plan document, but will include:

(a) Each disability—66⅔% of salary up to the maximum salary replacement amount as specified in the City’s long-term disability plan.

(b) Disability income payments will commence after a ninety (90) day waiting period. Employees may use sick leave and other leave balances to cover this waiting period, or take leave without pay.

(c) Benefit payable until age sixty-five (65).

(d) The City will continue its normal contribution for employee medical premiums during the ninety (90) days waiting period.
16.3 State Disability Insurance (SDI)

By secret ballot election, pursuant to procedures established by the state, SCEA members have elected to receive State Disability Insurance (SDI) coverage at their own expense. SDI will be coordinated with other benefits.

16.4 Life Insurance

Effective July 1, 2012, the City will provide, at no cost to the employee, a-term life insurance policy with a value of $50,000. In addition, employees will have the opportunity to purchase additional voluntary life insurance through their union or through the City's IRS 125 plan vendor.

16.5 Retiree Enrollment in City Sponsored Plans

An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan). However, the City may discontinue the enrollment of retirees in City sponsored medical plans at its discretion as per the City's Bankruptcy plan of Adjustment. The City does not provide any retiree medical program, allowance, or City contribution for employees.

Nothing in this section will be construed to create vested rights to benefits for employees or retirees after the expiration of this MOU.

The parties acknowledge that SCEA does not bargain on behalf of employees already retired before the effective date of this Agreement.
ARTICLE 17. SALARIES

17.1 Salary Adjustments

Effective upon the first full pay period following ratification of this MOU by SCEA and approval by the City Council on its regular agenda in accordance with the Brown Act, employees will receive a 2% cost of living adjustment (COLA).

17.2 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service will be minimum salary for the class to which that employee is appointed. When circumstances warrant, the Director of Human Resources or Director's designee may approve an entrance salary which is more than the minimum salary for the class to which that employee is appointed. Such a salary may not be more than the maximum salary for the class to which the employee is appointed.

17.3 Salary Equivalents

Any monthly, daily, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases when such a conversion is appropriate. In determining equivalent amounts on different time bases, the City will provide tables or regulations for the calculation of payment for service of less than full-time, and for use converting monthly salaries to hourly rates, as well as for calculating hourly rates. Overtime rate and premium pay will be calculated according to the provisions of the Fair Labor Standards Act.
17.4 **Salary Step Plan**

Salary ranges for bargaining unit classifications will consist of six (6) salary steps in each range.

(1) The first step will be the minimum rate and will be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the Director of Human Resources or Director's designee may authorize appointment above the first step after receiving the recommendation of the department head. The same provision will apply to hourly-paid and part-time employees.)

If a department head recommends withholding increases to salary steps two (2) through six (6) because an employee has not achieved the level of performance required, notice must be received by the Director of Human Resources at least four weeks in advance of the employee's eligibility date. The affected employee will be furnished a copy of the department head's recommendation. Failure to abide by the above four-week limitation will not automatically cause a step increase to be granted; however, if an employee does not receive notice by the actual anniversary date, the increase will be automatically granted.

(2) The second step will be paid upon the satisfactory completion of the probationary period.

(3) The third step will be paid upon the satisfactory completion of one year of service at the second step.

(4) The fourth step will be paid upon the satisfactory completion of one year of service at the third step.

(5) The fifth step will be paid upon the satisfactory completion of one year of service at the fourth step.

(6) The sixth step will be paid upon the satisfactory completion of one year of service at the fifth step and upon the written recommendation of the department head.

Regardless of an employee's length of service, step advancements in any given class may be made upon recommendation of the department head with the approval of the Director of Human Resources, but not above Step No. 6 for a given range.

Salary step increases will be effective the first day of the pay period following appointment or revision. If the date of appointment or revision is the first day of a pay period, salary step increases will be as of that date.
Changes in an employee's salary because of promotion, demotion, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee, which date will be as stated in the preceding paragraph.

Salary range adjustments for a classification will not set a new salary anniversary date for employees' serving in that classification.

17.5 Salary Step After Military Leave

All employees who have been granted military leave will, upon their return to the City service, be entitled to the automatic salary advances within the range of their classification for the period they were in the military service.

17.6 Salary Step When Salary Range Is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies will be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided for by the Director of Human Resources.

17.7 Salary Step After Promotion or Demotion

(a) When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a salary equal to, or greater than the minimum rate for the higher class, that employee will be entitled to the next step in the salary scale of the higher class which is approximately five percent (5%) above the employee’s current base salary, except that the next step will not exceed the maximum salary of the higher class. Add pays are not included in the calculation of base salary for purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit's salary on promotion rules will apply.

(b) When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation will be adjusted to the salary prescribed for the class to which demoted.

1. If the salary of an employee is reduced for cause or disciplinary reasons, the employee will receive the salary at the step ordered by the Appointing Authority.
2. If the salary of the employee is reduced through no fault of the employee (i.e., layoff), the employee will be placed at the highest step in the lower salary range that does not exceed the employee's monthly salary immediately prior to the reduction.

(c) "Y" Rate

When an employee's classification is changed to a lower paid classification as the result of a classification study or other action, the employee may be placed on a "Y" rate. A "Y" rate means that the monthly compensation for the employee will remain in effect until such time as further changes in the pay range of the new classification exceeds the "Y" rate.

17.8 Salary on Transfer

An employee may be transferred from a class in one department, or to a position of the same class in another department, or to a comparable class, with the approval of both the employee and department heads. In the case of a comparable class, the employee must be qualified, as determined by the Director of Human Resources. The Director of Human Resources, in making such a determination, must assure that the maximum salary rate for the classes in question are within one percent (1%) and will consider, among other things, whether the employee possesses the minimum qualifications for such class, and is able to demonstrate through education, experience, or successful completion of pertinent test, that he/she is qualified for the transfer. If the transfer involves a change from the jurisdiction of one appointing authority to another, both must consent thereto.

17.9 Salary on Reinstatement

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, the salary will not be higher than the salary at the time of employee's separation unless there has been an increase within the salary range.

17.10 Acting Pay

Any employee who is assigned in writing to work in a higher paid classification and who performs a majority of the duties of that higher position, will receive the rate of pay at a step in the range of the higher classification which would have been received if the employee had been promoted into that classification. Such written authorization must be made by the appointing authority and must be made prior to the effective date of the acting assignment. Compensation for acting pay will be based on each full shift worked.
STOCKTON CITY EMPLOYEES’ ASSOCIATION SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016
STOCKTON CITY EMPLOYEES’ ASSOCIATION UNIT

Time in acting status does not normally qualify an employee for future step increases.

17.11 Special Assignment Pay

The City Manager may approve additional compensation in an amount not to exceed one additional salary step for bargaining unit employees assigned for the duration of special assignment to additional duties, responsibilities or hours.

17.12 Pay Equity Adjustments

The City recognizes that there may be a need for pay equity salary adjustments for selected classifications, as a result of recruitment problems, reclassifications, and/or organizational changes during the year. The City, in its sole discretion, may make such pay equity adjustments, but agrees to discuss such changes with SCEA.
ARTICLE 18. VOLUNTARY TRANSFER

A bargaining unit employee may apply for a transfer to a position in the same or comparable classification in accordance with the City Civil Service Rules. In the case of a comparable class, the employee must be qualified, as determined by the Director of Human Resources in accordance with Article 17.8. Such request must be submitted in writing to the Human Resources Department. The names of such bargaining unit employees together with other eligible applicants, will be forwarded to the department head to fill existing vacancies. Such bargaining unit employees will not be accorded any hiring preference.
ARTICLE 19. SEVERABILITY OF PROVISIONS

In the event that any provision of this MOU is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum will be null and void but such nullification will not affect any of the other provisions of this MOU, all of which will remain in full force and effect.
ARTICLE 20. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this MOU.

This MOU will supersede all existing Memoranda of Understanding between the City and SCEA.
ARTICLE 21. Scope of Agreement

Except as otherwise specifically provided herein this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. Neither party will, during the term of this MOU, demand any change therein nor will either party be required to negotiate with respect to any matter; provided that nothing herein will prohibit the parties from changing the terms of this MOU by mutual agreement.
ARTICLE 22. DURATION OF AGREEMENT

This MOU will be effective the date of execution, and will remain in full force and effect to and including the 30th day of June 2016.
(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, SCEA and each employee represented thereby agrees that from the date of execution through and inclusive of June 30, 2016 SCEA or any person acting in its behalf, or each employee in a classification represented by SCEA, will not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, or refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

(b) An employee will not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction, that the employee is, or has, engaged in any activity prohibited by Section (a) of this Article. The City may take other action, which it deems appropriate.

(c) If the City Council, by majority vote, determines to its satisfaction, that Section (a) of this Article has been violated by SCEA, the City may take such remedial action as it deems appropriate.

(d) SCEA recognizes the duty and obligation of its representatives and members to comply with the provisions of this MOU and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by Subsection (a) hereinabove, SCEA agrees to take supererogatory steps necessary to assure compliance with this MOU.

(e) The Rights of the City as set forth in Section 5 of Resolution #32,538, dated August 4, 1975, are incorporated herein by reference.
IN WITNESS WHEREOF, this Memorandum of Understanding was ratified by a membership vote of SCEA on July 4, 2015, and by an affirmative vote of the Stockton City Council on July 7, 2015. The parties hereto have executed this Memorandum of Understanding this 29th day of July 2015.

Stockton City Employees' Association

Veronica Segura
President

Sabine Verelst
Vice President

Approved as to form:
ROSE LAW APC

By:
Joseph W. Rose
Attorney for SCEA

City of Stockton

Kurt Wilson
City Manager

Teresia Zadroga-Haase
Director of Human Resources

Approved as to form:
John Luebbenke, City Attorney

By:
Marcia Arredondo
Deputy City Attorney

By:
Allyson Hauck
Negotiator for the City

ATTEST:
BONNIE PAIGE
CITY CLERK

BONNIE PAIGE
City Clerk
APPENDIX A – FLSA EXEMPT JOB CLASSIFICATIONS

Administrative Analyst II
Assessment District Program Coordinator
Assistant Architect
Assistant Civil Engineer
Assistant Engineer
Assistant Engineer/Traffic
Assistant Landscape Architect
Assistant Planner
Assistant Traffic Engineer
Associate Planner
Code Analyst
Economic Development Analyst
Golf Professional
Junior Engineer
Junior Engineer/Traffic
Project Manager II
Project Manager III
Senior Real Property Agent
Assistant Engineer/Traffic
Assistant Traffic Engineer
Junior Engineer
Police Records Assistant (Property)
Storm Water Outreach Coordinator

Engineering Technician I/II (Engineering Division and Operations & Maintenance Division of the Public Works Department)

Library Driver-Clerk
MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON CITY EMPLOYEES’ ASSOCIATION, TRADES AND MAINTENANCE UNIT, OPERATIONS AND MAINTENANCE UNIT, WATER SUPERVISING UNIT, AND MODIFICATIONS TO THE UNREPRESENTED MANAGEMENT/CONFIDENTIAL AND LAW EMPLOYEES’ COMPENSATION PLAN

RECOMMENDATION

It is recommended that the City Council adopt by resolution the attached successor Memoranda of Understanding (MOU’s) effective July 1, 2016 through June 30, 2019, and amended Unrepresented Compensation Plan, with the following groups:

1. Stockton City Employees’ Association (SCEA);
2. Trades and Maintenance Unit (T&M);
3. Operations and Maintenance Unit (O&M);
4. Water Supervisory Unit; and
5. Unrepresented Management/Confidential and Law Employees’

It is further recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of the resolution, including implementation and funding of these successor MOU’s, and Compensation Plan.

Summary

In April 2016, representatives of the City began meeting with labor representatives to discuss successor MOU’s. All bargaining unit MOU’s are set to expire June 30, 2016, and the City and bargaining units desired to negotiate successor MOU’s effective after that expiration. The successor MOU’s presented herein, for SCEA, T&M, O&M and the Water Supervisory Unit, include a contract term of three (3) years; contain an increase to the City’s health contribution effective July 1, 2016; a 6% cost of living increase adjustment (COLA) to base pay effective July 1, 2016, with no additional COLA’s in the following two years of the contract; base pay salary adjustments for positions significantly below market; and a vacation cashout option in years 2 and 3 of the contract. Although COLA increases have been restructured to address market conditions, the overall level of increase is consistent with the City’s Long-Range Financial Plan (L-RFP). Additional compensation adjustments have been negotiated to remedy current recruitment and retention difficulties. All compensation increases have been included in an updated L-RFP as described below, and long-term sustainability remains viable. The ability to address market pressures and maintain fiscal sustainability is due to City Council action to set aside funds for Employee Compensation on December 8, 2015, as well as adoption of a new Reserve and Available Fund Balance Policy on March 29, 2016. These successor MOU’s contain similar terms and conditions as the prior two years, with other minor changes. The city reached tentative agreements with these units on the following dates: SCEA on May 6, 2016;
Present Situation

The relevant amendments under the successor MOU’s and Unrepresented Compensation Plan are summarized as follows:

1. MOU contract term for three (3) years - July 1, 2016 through June 30, 2019;

2. 6% base pay increase (COLA) effective July 1, 2016, consistent with the City’s L-RFP (SCEA MOU Article 17.1; T&M MOU Section 15.1; O&M MOU Section 15.1; Water Supervisory Unit MOU Section 15.1; Unrep Comp Plan Section 13.1);

3. Market base salary adjustments implemented over 3 years effective July 1, 2016, (SCEA MOU Appendix B; T&M Appendix A; O&M Appendix A; Water Supervisory Unit Appendix A; Unrep Comp Plan Appendix A);

4. City contribution towards health insurance - the City’s capped health insurance premium contribution would be reset at 90% of the lowest cost Kaiser Plan premiums, effective July 1, 2016; effective FY 2016-17 the City’s contribution amount would increase approximately 14% consistent with Council’s one-time funding approval. The monthly increase in the City’s contribution will be:
   - $76 per month for Employee Only;
   - $136 per month for Employee plus 1 Dependent; and
   - $183 per month for Employee plus 2 or more Dependents.

In FY 2017-18 and FY 2018-19 of the contract, the dollar value of the City’s health insurance premium contribution will increase by 2% each year respectively, consistent with the City’s L-RFP (SCEA MOU Article 16.1(c); T&M MOU Section 14.1 (c); O&M MOU Section 14.1 (c); Water Supervisory Unit MOU Section 14.2 (c); Unrep Comp Plan Section 4.1 (c));

5. Vacation Cash Payment Option - This proposal would allow vacation cash payment option/sell-back during the last two fiscal years of the contract term. The vacation cash payment option was available prior to February, 2012. This option will allow employees to cash out up to 40 hours of vacation each year in FY 2017-18 and FY 2018-19, (SCEA MOU Article 11.1(e); T&M MOU Section 9.1 (f); O&M MOU Section 9.1 (g); Water Supervisory Unit MOU Section 9.1(e); Unrep Comp Plan Section 6 (e));

6. Overtime - Sick leave, jury duty, and bereavement leave will count as time worked for Fair Labor Standards Act (FLSA) overtime calculation purposes (SCEA MOU Article 13.2 (a); T&M MOU Section 11.2 (a); O&M MOU Section 11.2 (a); Water Supervisory Unit MOU Section 11.2 (a); Unrep Comp Plan Section 14.3 (a));

7. Health Insurance - Agreement to a reopener clause to meet and confer upon City’s request regarding proposals related to City sponsored medical plans and implementation of the Affordable Care Act (ACA) (SCEA MOU Article 16.0; T&M MOU Section 14.0; O&M MOU Section 14.0; Water Supervisory Unit MOU Section 14.1);
### COLA Increase

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<td><strong>TOTAL</strong></td>
<td>4,243,715</td>
<td>4,243,715</td>
<td>4,243,715</td>
<td>12,731,145</td>
</tr>
</tbody>
</table>

### Market Adjustments

The total cost for the base salary market adjustments beginning July 1, 2016 through June 30, 2019 is $808,234 of which $300,522 is a General Fund cost. The table below provides a 3 year impact of the market adjustments by bargaining unit. These market adjustments were not part of the L-RFP.

<table>
<thead>
<tr>
<th>Bargaining Unit</th>
<th>Number of Positions</th>
<th>FY 2016-17</th>
<th>FY 2017-18</th>
<th>FY 2018-19</th>
<th>3 year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCEA</td>
<td>181</td>
<td>399,852</td>
<td>354,888</td>
<td>12,057</td>
<td>766,798</td>
</tr>
<tr>
<td>Trades &amp; Maintenance</td>
<td>36</td>
<td>126,195</td>
<td>135,117</td>
<td>4,517</td>
<td>265,829</td>
</tr>
<tr>
<td>Operations &amp; Maintenance</td>
<td>68</td>
<td>221,455</td>
<td>330,635</td>
<td>78,095</td>
<td>630,184</td>
</tr>
<tr>
<td>Water Supervisory - MUD</td>
<td>6</td>
<td>27,487</td>
<td>60,706</td>
<td>19,303</td>
<td>107,496</td>
</tr>
<tr>
<td>Unrepresented</td>
<td>10</td>
<td>33,245</td>
<td>26,583</td>
<td>22,603</td>
<td>82,431</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>301</td>
<td>808,234</td>
<td>907,928</td>
<td>136,575</td>
<td>1,852,737</td>
</tr>
</tbody>
</table>

### Health Insurance Contribution

The cost for the health contribution increase beginning July 1, 2016 for employee groups listed above is $1,388,424 of which $543,291, is a General Fund cost. The health contribution cost increase for FY 2017-18 is $232,284, and FY 2018-19 is $235,284, which is a 2% increase from the FY 2016-17 cost, as planned in the L-RFP. The available fund balance in the City’s Health Internal Service Fund will be used to fund the increased health contribution for the first two years. After these one-time funds have been exhausted, the ongoing cost will be absorbed in the operating funds including the General Fund.

<table>
<thead>
<tr>
<th>Bargaining Unit</th>
<th>Number of Positions</th>
<th>FY 2016-17</th>
<th>FY 2017-18</th>
<th>FY 2018-19</th>
<th>3 year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCEA</td>
<td>476</td>
<td>759,168</td>
<td>127,212</td>
<td>128,676</td>
<td>1,015,056</td>
</tr>
<tr>
<td>Trades &amp; Maintenance</td>
<td>79</td>
<td>133,524</td>
<td>22,320</td>
<td>22,620</td>
<td>178,464</td>
</tr>
<tr>
<td>Operations &amp; Maintenance</td>
<td>152</td>
<td>256,740</td>
<td>42,888</td>
<td>43,500</td>
<td>343,128</td>
</tr>
<tr>
<td>Water Supervisory - MUD</td>
<td>14</td>
<td>21,384</td>
<td>3,600</td>
<td>3,624</td>
<td>28,608</td>
</tr>
<tr>
<td>Unrepresented</td>
<td>124</td>
<td>217,608</td>
<td>36,264</td>
<td>36,864</td>
<td>290,736</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>845</td>
<td>1,388,424</td>
<td>232,284</td>
<td>235,284</td>
<td>1,855,992</td>
</tr>
</tbody>
</table>
fiscal commitment to fill vacancies and meet existing expectations for service. The City’s ability to
direct funds toward other priorities and expand City services will continue to be constrained.

The above MOU terms were not included in the FY 2016-17 Proposed Budget as released on May 16, 2016 because confidential labor negotiations were still underway. The recommended action
includes directing the City Manager to incorporate the cost of these labor changes into the proposed
budget in the amounts shown below and in Exhibit 6:

Transfer from GF (010-0000) to Library Fund (041-0000) $ 138,000
Transfer from GF (010-0000) to Recreation Fund (044-0000) $ 89,000
Increase various Salary & Benefit accounts $ 5,051,949
(Detail by fund provided in Exhibit 6 to the resolution)

Attachment A - SCEA MOU - redlined
Attachment B - Trades and Maintenance Unit MOU - redlined
Attachment C - Operations and Maintenance Unit MOU - redlined
Attachment D - Water Supervisory Unit MOU - redlined
Attachment E - Unrepresented Compensation Plan - redlined
<table>
<thead>
<tr>
<th>Fund Number</th>
<th>Fund Name</th>
<th>COLA Increase</th>
<th>Market Adjustment</th>
<th>Overtime Changes</th>
<th>Footwear Allowance</th>
<th>HRA Contribution</th>
<th>Longevity Adjustment</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>010</td>
<td>General Fund</td>
<td>1,632,268</td>
<td>300,522</td>
<td>25,355</td>
<td>11,000</td>
<td>1,966,145</td>
<td></td>
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<tr>
<td>020</td>
<td>Special Grant</td>
<td>10,479</td>
<td>96</td>
<td>163</td>
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<td>10,738</td>
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<td></td>
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<tr>
<td>024</td>
<td>Public Safety Grant</td>
<td>8,192</td>
<td>2,565</td>
<td>127</td>
<td></td>
<td>10,885</td>
<td></td>
<td></td>
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<tr>
<td>025</td>
<td>Public Safety Special Grant</td>
<td>10,021</td>
<td>3,530</td>
<td>136</td>
<td></td>
<td>13,707</td>
<td></td>
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<tr>
<td>030</td>
<td>Gas Tax</td>
<td>145,039</td>
<td>39,022</td>
<td>2,262</td>
<td></td>
<td>186,924</td>
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<tr>
<td>041</td>
<td>Library Fund</td>
<td>251,373</td>
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<td>3,905</td>
<td></td>
<td>284,147</td>
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<td>042</td>
<td>Emergency Communications Fund</td>
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<td>48,575</td>
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<td>044</td>
<td>Recreation Fund</td>
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<td>88,065</td>
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<td>047</td>
<td>Solid Waste</td>
<td>58,812</td>
<td>274</td>
<td>836</td>
<td></td>
<td>54,922</td>
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<td>048</td>
<td>Development Services</td>
<td>188,941</td>
<td>22,328</td>
<td>2,935</td>
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<td>214,203</td>
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<tr>
<td>054</td>
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<td>6,061</td>
<td>544</td>
<td></td>
<td>41,615</td>
<td></td>
<td></td>
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<tr>
<td>058</td>
<td>HOME</td>
<td>6,063</td>
<td>828</td>
<td>94</td>
<td></td>
<td>6,985</td>
<td></td>
<td></td>
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<tr>
<td>072</td>
<td>Maintenance Districts</td>
<td>21,564</td>
<td>488</td>
<td>335</td>
<td></td>
<td>22,387</td>
<td></td>
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<tr>
<td>086</td>
<td>Entertainment Venues</td>
<td>1,919</td>
<td>-</td>
<td>30</td>
<td></td>
<td>1,949</td>
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<tr>
<td>201</td>
<td>Debt Fund</td>
<td>16,612</td>
<td>1,551</td>
<td>258</td>
<td></td>
<td>18,420</td>
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<tr>
<td>418</td>
<td>Parking Authority</td>
<td>17,148</td>
<td>2,881</td>
<td>266</td>
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<td>20,296</td>
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<tr>
<td>421</td>
<td>Water</td>
<td>261,155</td>
<td>61,705</td>
<td>4,057</td>
<td>62,000</td>
<td>388,917</td>
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<tr>
<td>431</td>
<td>Wastewater</td>
<td>539,877</td>
<td>158,109</td>
<td>8,386</td>
<td></td>
<td>706,371</td>
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<td></td>
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<tr>
<td>441</td>
<td>Stormwater</td>
<td>64,018</td>
<td>11,726</td>
<td>994</td>
<td></td>
<td>76,739</td>
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<tr>
<td>481</td>
<td>Golf Fund</td>
<td>1,059</td>
<td>-</td>
<td>17</td>
<td></td>
<td>1,112</td>
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<tr>
<td>498</td>
<td>Utilities</td>
<td>254,544</td>
<td>24,723</td>
<td>3,954</td>
<td></td>
<td>283,221</td>
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<td>501</td>
<td>Fleet ISF</td>
<td>134,067</td>
<td>60,471</td>
<td>2,088</td>
<td></td>
<td>196,620</td>
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<tr>
<td>502</td>
<td>Computer Equipment ISF</td>
<td>199,607</td>
<td>73,100</td>
<td>3,101</td>
<td></td>
<td>275,808</td>
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<tr>
<td>503</td>
<td>Radio Equipment ISF</td>
<td>7,702</td>
<td>58</td>
<td>120</td>
<td></td>
<td>7,879</td>
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<td>504</td>
<td>Telephone Equipment ISF</td>
<td>9,504</td>
<td>49</td>
<td>148</td>
<td></td>
<td>9,701</td>
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<tr>
<td>505</td>
<td>Office Equipment ISF</td>
<td>1,206</td>
<td>56</td>
<td>19</td>
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<tr>
<td>541</td>
<td>General Insurance</td>
<td>72,186</td>
<td>1,504</td>
<td>1,121</td>
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<td>74,811</td>
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<tr>
<td>551</td>
<td>Workers Compensation</td>
<td>30,662</td>
<td>347</td>
<td>476</td>
<td>1,300</td>
<td>32,785</td>
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<tr>
<td>552</td>
<td>Health Insurance</td>
<td>44,349</td>
<td>239</td>
<td>689</td>
<td></td>
<td>45,277</td>
<td></td>
<td></td>
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<tr>
<td>561</td>
<td>Retirement Fund</td>
<td>1,106</td>
<td>-</td>
<td>17</td>
<td></td>
<td>1,124</td>
<td></td>
<td></td>
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<tr>
<td>633</td>
<td>Successor Agency</td>
<td>3,561</td>
<td>62</td>
<td>55</td>
<td></td>
<td>3,678</td>
<td></td>
<td></td>
</tr>
<tr>
<td>642</td>
<td>General Special Fund</td>
<td>2,981</td>
<td>-</td>
<td>46</td>
<td></td>
<td>3,028</td>
<td></td>
<td></td>
</tr>
<tr>
<td>990</td>
<td>Public Facility Fund</td>
<td>718</td>
<td>-</td>
<td>11</td>
<td></td>
<td>729</td>
<td></td>
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</tr>
<tr>
<td>999</td>
<td>CIP</td>
<td>83,224</td>
<td>5,581</td>
<td>1,293</td>
<td></td>
<td>90,107</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total**: 4,243,715  
808,234  
65,919  
1,300  
62,000  
11,000  
5,051,949

(1) Applies to Trades & Maintenance Unit only  
(2) Applies to Water Supervisory Unit only  
(3) Applies to Unrepresented Safety Unit only  
(4) General Fund includes Measure A allocations
Resolution No. 2016-06-07-1209

STOCKTON CITY COUNCIL


The Director of Human Resources, in her capacity as the Employee Relations Officer, along with the negotiating team, met and conferred with officials of the Stockton City Employees' Association (SCEA), Trades and Maintenance Unit (T&M), Operations and Maintenance Unit (O&M) and Water Supervisory Unit and reached tentative agreements for successor Memoranda of Understanding and reduced the agreements to writing. The employee units ratified their respective agreements by a majority vote of their members; and

The City of Stockton and the SCEA, T&M, O&M, and Water Supervisory Units have in good faith completed their meet and confer obligation regarding their respective successor Memoranda of Understanding. Similar changes to salary and benefits will also be made to the Unrepresented Management/Confidential and Law Employees' Compensation Plan; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The Memoranda of Understanding between the City of Stockton and the SCEA, T&M, O&M, Water Supervisory Unit, and Unrepresented Compensation Plan, attached hereto as Exhibits 1-5 and made part hereof by this reference, are hereby approved and adopted.

2. The same cost of living, health plan, and changes afforded to the Unrepresented employees will be applicable to the unrepresented Council appointed positions of City Manager, City Attorney, and City Clerk.

3. The City Manager is hereby authorized and directed to execute the Memoranda of Understanding, and Unrepresented Compensation Plan be effective July 1, 2016.

4. The City Manager is hereby authorized and directed to include appropriate
funds in the annual budget for Fiscal Year 2016-2017, as necessary to carry out the intent of the SCEA, T&M, O&M and Water Supervisory Unit agreements, and the Unrepresented Compensation Plan and as shown in Exhibit 6.

5. The City Manager and the Employee Relations Officer are authorized to take whatever actions are appropriate and necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED: June 7, 2016

ANTHONY SILVA, Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE
City Clerk of the City of Stockton
STOCKTON CITY EMPLOYEES’ ASSOCIATION MOU
Term: July 1, 2016 – June 30, 2019
ADMINISTRATIVE, CLERICAL AND SERVICES UNIT
PROFESSIONAL AND TECHNICAL UNIT

CITY OF STOCKTON

STOCKTON CITY EMPLOYEES’ ASSOCIATION
MEMORANDUM OF UNDERSTANDING
JULY 1, 2016 – JUNE 30, 2019

SCEA
Stockton City Employees' Association
ARTICLE 1. RECOGNITION ................................................................. 1

ARTICLE 2. ASSOCIATION SECURITY .............................................. 2
  2.1 Dues Deduction ................................................................. 2
  2.2 Agency Fee .................................................................. 3
  2.3 Use of City Facilities ......................................................... 9
  2.4 Advance Notice ................................................................. 9
  2.5 Attendance at Meetings by Employees ............................... 10
  2.6 Employee Rights .............................................................. 10
  2.7 Assignment of Classifications ............................................ 11

ARTICLE 3. NON-DISCRIMINATION ................................................... 12

ARTICLE 4. PROBATION ................................................................. 13
  4.1 Purpose ..................................................................... 13
  4.2 Original Entrance and Promotional Positions ................. 13
  4.3 Retention/Rejection of Probationer .................................. 13

ARTICLE 5. PERFORMANCE EVALUATIONS ..................................... 15
  5.1 Preparation of Draft and Discussion with Employee ........ 15
  5.2 Employee Disagreement with Rating ............................. 15
  5.3 Annual Evaluations ......................................................... 15

ARTICLE 6. PERSONNEL RECORDS ............................................... 17
  6.1 Inspection .................................................................. 17
  6.2 Review and Response Before Adverse Action ................. 17
  6.3 Request for Removal of Records .................................... 17

ARTICLE 7. LAYOFF ................................................................. 18
  7.1 Layoff ..................................................................... 18
  7.2 Layoff Scope ................................................................ 18
  7.3 Notice of Layoff ............................................................ 18
  7.4 Precedence by Employment Status ................................. 19
  7.5 Order of Layoff and Employee Options ......................... 20
  7.6 Health, Dental and Vision Benefits During Layoff .......... 20
7.7 Voluntary Layoff ................................................................. 20

ARTICLE 8. REEMPLOYMENT .................................................. 22
8.1 Placement on Eligibility List for Position Held ..................... 22
8.2 Placement on Eligibility List for Qualifying Positions .......... 22
8.3 Status Upon Reemployment .............................................. 22
8.4 Temporary Employment ................................................... 23

ARTICLE 9. DISCIPLINE ......................................................... 24
9.1 Predisciplinary Rights ..................................................... 24
9.2 Administrative Leave ..................................................... 24
9.3 Disciplinary Appeal Options ............................................ 24

ARTICLE 10. GRIEVANCE PROCEDURES .............................. 26
10.1 Definition ...................................................................... 26
10.2 Filing Deadline ............................................................ 26
10.3 Grievance Processing .................................................... 26
10.4 Scope of Arbitration ..................................................... 28
10.5 Other Provisions .......................................................... 29

ARTICLE 11. LEAVES .......................................................... 30
11.1 Vacation Leave ............................................................ 30
11.2 Sick Leave .................................................................. 34
11.3 Other Leaves With Pay ................................................ 39
11.4 Workers' Compensation Leave ..................................... 42
11.5 Leave of Absence Without Pay ..................................... 42
11.6 Absence Without Official Leave (AWOL) ...................... 43

ARTICLE 12. DAYS AND HOURS OF WORK .......................... 44
12.1 Workweek ................................................................... 44
12.2 Meal Periods and Rest Periods ..................................... 44
12.3 Hourly Employees ....................................................... 45
12.4 Regular Part-Time Employees ..................................... 45
12.5 Job Sharing ................................................................. 45
12.6 Reporting to Work ...................................................... 46
12.7 Shift Bidding ............................................................. 46

ARTICLE 13. OVERTIME ....................................................... 47
13.1 Overtime Authorization .................................................. 47
13.2 Definition ......................................................................... 47
13.3 Rest Period During Overtime ............................................. 48
13.4 Compensatory Time Off (CTO) .......................................... 48

ARTICLE 14. HOLIDAYS .............................................................. 50
14.1 Qualifying for Holiday Pay ................................................. 50
14.2 Holidays Observed by the City .......................................... 50
14.3 Compensation for Holidays Worked ................................... 52

ARTICLE 15. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY .................................................. 53
15.1 Retirement Contribution Supplement ............................... 53
15.2 Uniform Allowance .......................................................... 55
15.3 Standby Duty Pay ............................................................ 56
15.4 Call-Back Pay .................................................................. 56
15.5 Employee Educational Assistance ...................................... 56
15.6 Mileage Expense Reimbursement ...................................... 57
15.7 Voluntary Court Standby .................................................. 57
15.8 Bilingual Pay .................................................................. 57
15.9 Emergency Medical Services (EMS) Dispatcher Accreditation Pay .................................................. 57
15.10 Safety Protective Footwear Reimbursement ...................... 58
15.11 Gradfathered Longevity Pay .............................................. 59

ARTICLE 16. INSURANCE PLANS .................................................. 60
16.0 Reopener Clause for Health Insurance ....................... 60
16.1 Health, Dental, Vision, and Prescription Benefits ........ 60
16.2 Long Term Disability Insurance .................................... 62
16.3 State Disability Insurance (SDI) ............................. 62
16.4 Life Insurance ................................................................. 62
16.5 Retirement Enrollment in City Sponsored Plans .......... 62

ARTICLE 17. SALARIES ................................................................. 64
17.1 Salary Adjustments .............................................................. 64
17.2 Salary Upon Appointment .................................................. 64
17.3 Salary Equivalents ............................................................. 64
17.4 Salary Step Plan ................................................................. 65
17.5 Salary Step After Military Leave ....................................... 66
17.6 Salary Step When Salary Range Is Increased ......................... 66
17.7 Salary Step After Promotion or Demotion .......................... 66
17.8 Salary on Transfer .................................................. 67
17.9 Salary on Reinstatement .............................................. 67
17.10 Acting Pay ............................................................. 68
17.11 Special Assignment Pay .............................................. 68
17.12 Temporary Upgrade Pay ............................................. 68
17.13 Pay Equity Adjustments .............................................. 68
17.14 Bi-Weekly Pay Period ................................................ 68

ARTICLE 18. VOLUNTARY TRANSFER ........................................ 69

ARTICLE 19. SEVERABILITY OF PROVISIONS ................................. 70

ARTICLE 20. PAST PRACTICES AND EXISTING MEMORANDA OF
UNDERSTANDING .......................................................... 71

ARTICLE 21. SCOPE OF AGREEMENT ........................................ 72

ARTICLE 22. DURATION OF AGREEMENT .................................. 73

ARTICLE 23. MAINTENANCE OF OPERATIONS/CITY RIGHTS ............. 74

APPENDIX A - FLSA EXEMPT JOB CLASSIFICATIONS .................... 76

APPENDIX B - MARKET ADJUSTMENTS ..................................... 77
STOCKTON CITY EMPLOYEES' ASSOCIATION MOU
Term: July 1, 2016 – June 30, 2019
ADMINISTRATIVE, CLERICAL AND SERVICES UNIT
PROFESSIONAL AND TECHNICAL UNIT

ARTICLE 1. RECOGNITION

(a) The Stockton City Employees' Association ("SCEA") is the exclusively recognized employee organization having the right to represent employees of the following bargaining units with the City of Stockton:

(1) Administrative, Clerical and Services Unit; and
(2) Professional and Technical Unit

(b) Any City employee employed in one of these bargaining units is referred to in this Memorandum of Understanding ("MOU") as a "bargaining unit employee."

(c) SCEA, and representatives of the City have met and conferred in good faith regarding items within the scope of representation, have exchanged freely information, opinions and proposals, and have endeavored to reach agreement on matters within the scope of representation.

(d) This MOU is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.) and has been jointly prepared by the parties.

(e) This MOU will be presented to the City Council, as the joint recommendations of the undersigned, for the period commencing July 1, 2016, and ending June 30, 2019.
ARTICLE 2. ASSOCIATION SECURITY

2.1 Dues Deduction

(a) General

(1) SCEA may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. SCEA has the exclusive privilege of dues deduction for its members.

(2) Authorization, cancellation or modification of payroll deductions will be made upon forms provided or approved by the City. The payroll deduction authorization will remain in effect until cancelled or modified by the employee by written notice to the City or until the first day of the calendar month following the transfer of the employee to a unit represented by another employee organization as the representative of the unit to which the employee is assigned, or until employment with the City is terminated.

(3) Additional authorization will not be required for deduction of increased membership dues when such increase has been duly approved by the membership of SCEA. Notification of such approval will be forwarded to the City in the form of written notice of official SCEA letterhead and signed by SCEA President or other duly authorized SCEA official. Upon receipt of notification, the City will authorize the payroll deduction of the increased amount.

(4) Amounts deducted and withheld by the City will be transmitted to the officer designated in writing by SCEA as the person authorized to receive such funds, at the address specified.

(5) In addition to the deduction of dues, the City will deduct from the paychecks of SCEA members who request it premiums for group insurance and investment plans sponsored by SCEA. Such deductions will be made in one lump sum and only upon signed authorization from the employee upon a form satisfactory to the City.
(6) The employee's earnings must be sufficient after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a nonpaid status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a nonpaid status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction will be made. In this connection, all other required deductions have priority over the employee organization deduction.

(b) Indemnity and Refund

SCEA will indemnify, defend, and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of SCEA dues or premiums for benefits. In addition, SCEA will refund to the City any amounts paid to it in error upon presentation of supporting evidence.

2.2 Agency Fee

(a) Employee Rights

(1) The City and SCEA recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party will exert pressure upon or discriminate against an employee in the exercise of these alternative rights.

(2) Accordingly, membership in SCEA will not be compulsory. A bargaining unit employee has the right to join SCEA as a member, not join SCEA, but instead pay SCEA an agency fee for representation services, or to refrain from either of the above courses of action if qualifying as a religious/conscientious objector as described in Article 2.2, Section (f).
(b) Bargaining Unit Employees' Obligation to Exclusive Representative

(1) A bargaining unit employee who does not fall within one of the exempted categories as set forth in Article 2.2, Section (f), and who has not voluntarily made application for membership in SCEA within the sixtieth (60) calendar day following the date upon which said employee has been formally hired by the City as a bargaining unit employee, must as a condition of continued employment in the City pay to SCEA an agency fee, in exchange for representation services necessarily performed by SCEA in conformance with its legally imposed duty of fair representation on behalf of said bargaining unit employee who is not a member of SCEA.

(2) In the event that a bargaining unit employee does not become a member of SCEA or pay such fee directly to SCEA, the City will begin automatic payroll deduction. There will be no charge to SCEA for such mandatory agency fee deductions.

(3) Prior to beginning such automatic payroll deduction, the President of SCEA will certify to the City in writing that the employee whose pay is to be affected by the deduction has: 1) refused to join SCEA; and 2) has refused to tender the amount of the agency fee as defined herein; and 3) has not applied for an exemption under Article 2.2, Section (f). In addition, SCEA must also certify that it has provided the employee with a copy of the fee verification required by Article 2.2, Section (e).

(c) Definition of Agency Fee

(1) The agency fee collected pursuant to Article 2.2, Section (b) from bargaining unit employees who are not members of SCEA will be an amount not to exceed the standard initiation fee, periodic dues and general assessments of SCEA for the duration of this MOU, minus any amount which is prohibited by the Constitution because such funds pay for political or ideological purposes not related to collective bargaining.

(2) Any dispute as to the amount of the agency fee will be resolved pursuant to the provisions of Article 2.2, Section (h).
(d) Exceptions

Bargaining unit employees on leave without pay and bargaining unit employees who are in laid off status will be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth herein must be exercised within the first ten (10) work days upon return to paid status.

(e) Annual Verification of Agency Fee by SCEA

As required by Government Code section 3502.5, SCEA will make available annually, to the City and to the employees who are members of SCEA, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

(f) Employees Exempted From Obligation to Pay Agency Fee

(1) Any bargaining unit employee will be exempt from the requirements of Article 2.2, Section (b), if such employee has a bona fide religious objection as defined by Section 3502.5 of the California Government Code to the payment of any fee in support of an Association or "employee organization" as defined in Section 3501(a) of the California Government Code.

(2) The employee qualifying as exempt from payment of the agency fee (hereinafter the "agency fee objector") will, as an alternative to payment of an agency fee to SCEA, pay an amount equivalent to such agency fee to:

(A) Women's Center of San Joaquin County

(B) United Way

(C) Any charity jointly agreed in writing by the parties
(3) If a bargaining unit employee desires to be exempted for reasons set forth in Article 2.2, Section (f), the bargaining unit employee must first request such exemption in writing from SCEA setting forth with particularity the rationale for the exemption. If SCEA notifies the bargaining unit employee in writing that SCEA will not honor the request, then the matter will be referred automatically to a panel for determination according to the procedure set forth below. The panel will be composed of one (1) person selected by SCEA, one (1) person selected by the bargaining unit employee, and an arbitrator selected by the parties chosen from a list submitted by the State of California Mediation and Conciliation Services. If either one or both parties fail to nominate a panel member, the process of hearing will continue without that party's panel member.

(4) The panel will first receive arguments and evidence from the bargaining unit employee requesting the exemption. Thereafter SCEA may present any arguments or evidence. The proceedings will be conducted in an informal manner, and the rules of evidence will not apply. The arbitrator will act as chair and rule on all matters before the panel, with the exception of the final determination of the panel. The panel will prepare a written decision within fifteen (15) calendar days of the completion of the hearing, which will be final and binding upon the parties. Any expenses of the panel will be borne by the parties incurring them; provided, however, that the City will not be obligated to pay any arbitration panel fees or costs.

(5) Upon receipt of the decision of the panel, the City will release any funds held in escrow to SCEA or to the charity. Any decision by the panel will apply for the duration of this MOU.

(6) In addition, SCEA may require such exempt bargaining unit employee to submit proof of payment of an amount equivalent to such agency fee to one (1) of the alternative funds or organizations listed above. If the bargaining unit employee has not provided payment, the City will institute deductions pursuant to Article 2.2, Section (b)(2) and forward such monies to a charity listed in Article 2.2, Section (f)(2).

(7) Such payments will be made on or before January 31 of each year or no more than thirty (30) days after commencing duties for any newly hired employee.

(g) Escrow Account
If any bargaining unit employee either disputes the amount of the fee or disputes whether or not an exemption was appropriately denied, the City will deposit the fee, which was deducted and place such amount into a special escrow account established by SCEA for such purposes.

(h) **Procedure for a Bargaining Unit Employee Who Contests the Amount of the Fee**

(1) The parties agree that in order to provide a uniform definition of the agency fee, any disputes involving the amount of such fee will be referred to SCEA’s procedure for determination, provided that the parties have first complied with the other provisions of this Article.

(2) SCEA will notify the City in writing within twenty (20) days after it becomes aware that any employee disputes the amount of the fee.

(3) SCEA will verify in writing to the City that all of the conditions of Article 2.2, Section (b)(3) have been met prior to the City’s initiation of the fee deductions set forth in Article 2.2, Section (b)(2). Thereafter, the City will notify the affected employee in writing that such deductions will commence and a copy of SCEA’s written verification will be attached to the City’s notice. Thereafter, the City will begin the deductions.

(4) The monies held in escrow will be released to the appropriate party upon the rendering of a final decision by the SCEA’S internal procedure.

(i) **Payment Method/Payroll Deduction**

(1) A bargaining unit employee may voluntarily sign and deliver to the City a written assignment authorizing deduction of the properly established agency fee as defined in Article 2.2, Section (c), subject to the conditions set forth elsewhere in this MOU for payroll deductions, or the amount of the fee will be deducted automatically in accordance with Article 2.2, Section (b)(2) herein.

(2) The City is under no obligation to make payroll deductions for the periods during which a bargaining unit employee is either terminated from active employment, or not on the City’s active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.
STOCKTON CITY EMPLOYEES' ASSOCIATION SUCCESSOR MOU
Term: July 1, 2016 – June 30, 2019
ADMINISTRATIVE, CLERICAL AND SERVICES UNIT
PROFESSIONAL AND TECHNICAL UNIT

(3) Upon the rehiring of any bargaining unit employee, or upon the recalling of any bargaining unit employee from layoff status, the City will resume or initiate dues deductions for such bargaining unit employee.

(i) Obligations of Parties

(1) City’s Obligations

The City’s obligation under this Article is to notify any bargaining unit employee who has failed to comply with the provisions of this Article that, as a condition of continued employment with the City, such bargaining unit employee must become a SCEA member, or pay an agency fee, or establish an exemption status and make payment pursuant to provisions of Article 2.2, Sections (b) and (c). Under no circumstances will the City be required to dismiss or otherwise discipline any unit member for failure to fulfill his/her obligations to pay the fees established herein.

The City will provide to SCEA the name, classification, department, home address, and telephone number for each new employee each month.

(2) SCEA’s Obligations

Except as specified herein, SCEA and not the City, will be responsible for requiring bargaining unit employees to fulfill obligations defined herein. It is the obligation of SCEA to collect any initiation fees, periodic assessments, members’ dues, and/or agency fees, which may be due and payable to SCEA in consideration for its services as the exclusive representative of unit employees.

(k) Hold Harmless Provision

SCEA will hold the City harmless, and will fully and promptly reimburse the City for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against the City or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any Article of this MOU pertaining to agency fees. Such reimbursement will include, but not be limited to, court costs, litigation expenses, and attorney’s fees incurred by the City. The City will have the right to be represented by its own attorney in any action in which it is a named party to the action. Disputes over the amount of reimbursement will be automatically submitted to the arbitration provisions of this Memorandum, Article 10.3(d).
2.3 Use of City Facilities

(a) SCEA will be allowed use of space on available bulletin boards and reasonable use of City computer systems and networks for communications having to do with official SCEA business, such as times and places of meetings, provided such use does not interfere with the needs of the City.

(b) Any representative of SCEA will give notice to the department head or designated representative when contacting department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal SCEA business will be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with individual department heads and when made will continue until revoked by the department head.

(c) City buildings and other facilities may be made available for use by bargaining unit employees and their SCEA representative(s) in accordance with such administrative procedures as may be established by the City Manager, Director of Human Resources, or department heads concerned.

2.4 Advance Notice

(a) Except in cases of emergency, reasonable advance written notice will be given to SCEA if affected by any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and will be given the opportunity to negotiate if requested with the designated management representatives prior to adoption.

(b) In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter SCEA will be provided with the notice described above and be given an opportunity if requested to negotiate changes to said notice with the management representatives designated by the City Manager.
2.5 **Attendance at Meetings by Employees**

City employees who are official representatives or unit representatives of SCEA will be given reasonable time off with pay to attend meetings with City management representatives where matters within the scope of representation or grievances are being considered. Time spent for these purposes while a representative is not scheduled to work will not be compensated by the City and will not be considered as hours worked. Such employee representatives will submit a request for excused absence to their respective department heads, in a manner satisfactory prior to the scheduled meeting whenever possible. Except by mutual agreement the number of employees excused for such purposes will not exceed three (3) per recognized bargaining unit.

**SCEA Time Bank.** Upon request by SCEA in February of each year, each employee covered by this MOU must contribute up to one (1) hour of vacation time to maintain a bank of time to be used by SCEA officers, directors, and members for SCEA business that occurs during normal work hours, for which paid release time does not apply. Time bank hours used will not be considered as hours worked. Use of SCEA Time Bank must be authorized by an SCEA Officer, or SCEA director. Members must submit the time off request in advance and receive supervisor approval to attend SCEA business that occurs during normal work hours. The total amount of release time in the bank, including any carryover, will at no time exceed five hundred (500) hours. The City's administration and processing of these contributions will be implemented as soon as administratively possible after ratification of this MOU.

2.6 **Employee Rights**

(a) Employees covered by this Memorandum will have the right to join and to participate in the activities of SCEA for purposes representation under California Government Code Section 3500 et seq., and will also have the right to refrain from participation of any such activities.

(b) Employees covered by this Memorandum have the right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the City, covered under California Government Code Section 3500 et seq.

(c) The above provisions will not be subject to the grievance procedure, herein, but will be subject to enforcement through the established administrative procedures and the provisions for enforcement of the California Government Code Section 3500 et seq.
2.7 Assignment of Classifications

New job classifications established by the City will be assigned to the bargaining unit, pursuant to the City's Employer-Employee Relations Resolutions, after providing notice and the opportunity to consult with SCEA regarding such matters.
ARTICLE 3. NON-DISCRIMINATION

The City and SCEA agree that the provisions of this MOU will be applied without favor or discrimination based on race, color, ancestry, religion or creed, sex, national origin, marital status, age (over 40), 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.

SCEA will cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the objective of Equal Employment Opportunities, as defined by Federal and State regulations.
ARTICLE 4. Probation

4.1 Purpose

The probationary period will be utilized for closely observing the employee’s work, for securing the most effective adjustment of a new employee to a position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

4.2 Original Entrance and Promotional Positions

Employees hired or promoted after the effective date of this MOU will be subject to the following:

(a) All original appointments will be tentative and subject to probationary period of twelve (12) months.

(b) All promotional appointments will be tentative and subject to a probationary period of not less than six (6) months but not more than twelve (12) months, as specified in the class specification.

(c) Original and promotional probationary periods may be extended up to an additional six (6) months in those cases where the appointing authority and the Director of Human Resources agree that an extension would be beneficial to the employee and the City due to specific and documented performance problems.

4.3 Retention/Rejection of Probationer

(a) At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority will file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee in the service is desired. The City will make a good faith effort to notify a probationary employee two (2) weeks before the end of the probationary period whether or not regular status is granted; however, a failure on the part of the appointing authority to file such a statement at the end of the probationary period will not constitute a rejection of the probationer as defined in Civil Service Rules.
(b) During the probationary period an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment, will be reinstated to the position from which promoted unless charges are filed and the employee is discharged in the manner provided Article 9.1 of this MOU and in the Civil Service Ordinance and Civil Service Rules, which are consistent therewith.

(c) If an employee is rejected from his/her probationary period, the employee will receive the salary at the same step prior to promotion.
ARTICLE 5. PERFORMANCE EVALUATIONS

5.1 Preparation of Draft and Discussion with Employee

(a) Performance evaluations will normally be prepared in draft form and discussed with the employee prior to finalization and inclusion in the official personnel file.

(b) Employees will be evaluated according to the established procedures set forth in City policies. Evaluations should include, where practicable, narrative remarks to support the ratings.

(c) Ratings of less than satisfactory in any of the major categories will include a statement of the deficiency, suggested plans for correction, and a timeframe for improvement.

(d) Employees may respond in writing to a performance evaluation and have such response attached to their official personnel file.

5.2 Employee Disagreement with Rating

If an employee does not agree with the performance evaluation, the employee may submit a written response to the department head raising specific issues of disagreement. The department head will investigate the evaluation and render a written decision on all issues raised by the employee within twenty (20) working days of receipt of the appeal. If the employee is not satisfied with the department head's response, the employee may prepare a written response as described above.

5.3 Annual Evaluations

(a) The City may institute annual evaluations of bargaining unit employees beyond the sixth year of employment on a department-by-department basis.
(b) In the event a supervisor or manager does not complete a represented employee’s performance evaluation on time resulting in a delay in the employee’s step or merit increase, the supervisor or manager will promptly complete the necessary payroll form(s) (e.g. form CS-23) to implement the step or merit increase.
ARTICLE 6. PERSONNEL RECORDS

6.1 Inspection

Employees covered by this MOU will have the right to inspect and review the contents of their official personnel file in the Human Resources Department and/or duplicate file kept in the department at “reasonable intervals” and upon prior notice and approval of the employee’s immediate supervisor. This right will not extend to letters of reference, pre-employment matters, and reports concerning criminal investigations of the employee.

6.2 Review and Response Before Adverse Action

The City will not take any adverse action based upon any documented incident or any document, unless the bargaining unit employee first receives a copy of the document and has an opportunity to respond in writing to that document. This requirement does not apply to supervisor’s anecdotal records which will be kept separate from the official personnel file or the departmental duplicate file. Such anecdotal records may be maintained for preparation of an evaluation or for notations related to potential discipline.

6.3 Request for Removal of Records

An employee or an official representative of SCEA may submit a written request to seek removal of any material placed into their official file according to the City’s Discipline Policy. This paragraph does not apply to records required by law to be kept, or as set forth in Article 6.1 above.
ARTICLE 7. LAYOFF

7.1 Layoff

Any employee may be laid off by an appointing authority in the event of the abolition of the employee's position by the City Council, or if a shortage of work or funds requires a reduction in personnel. In doing so, the City will follow the layoff procedure set forth herein below.

7.2 Layoff Scope

(a) The City will designate the number of layoffs in each bargaining unit classification for each department of the City.

(b) Departments of the City are defined as follows:

(1) Administrative Services
(2) City Attorney
(3) City Auditor
(4) City Clerk
(5) City Manager
(6) Community Development
(7) Community Services
(8) Economic Development
(9) Fire
(10) Human Resources
(11) Information Technology
(12) Municipal Utilities
(13) Police
(14) Public Works

7.3 Notice of Layoff

The City will give advance written notice of at least two (2) weeks to employees who will be laid off.
7.4 Precedence by Employment Status

No bargaining unit employee having regular status will be laid off while employees working in extra help, seasonal, temporary, provisional, or probationary status are retained in the same or comparable classification as such regular employee. The order of layoff among bargaining unit employees not having regular status will be as follows:

(a) First, extra help and seasonal employees;
(b) Second, provisional employees;
(c) Third, temporary employees; and
(d) Fourth, probationary employees.

Layoffs will be by job classification according to reverse order of seniority as determined by total service in the City, except as specified above. For the purpose of this procedure, regular part-time classes will be considered as separate from regular full-time classes.

The following provisions will apply in computing total continuing service:

(a) Time spent on military leave will count as service in the event the leave was taken subsequent to entry into regular City employment.

(b) Time worked in extra help, seasonal, provisional, temporary, grant or other limited term status will not count as service.

(c) Time worked in a regular status or probationary status will count as service.

(d) If two (2) or more employees have the same seniority, the order of seniority will be determined by their respective ranking on the eligibility list for hire.

(e) If two (2) or more employees have the same seniority, but were not hired from a ranked eligibility list, the order of seniority will be determined by lot.

(f) If two (2) or more employees have the same seniority, but were hired from separate ranked eligibility lists, the order of seniority will be determined by lot.

(g) Regular status part-time employees will not have the right to bump regular status full-time employees.
7.5 Order of Layoff and Employee Options

Reduction in force will occur in the following order:

(a) The least senior employee occupying the position(s) being eliminated will be the first laid off. The incumbent designated for layoff will have the options noted below:

(1) Displacing the least senior employee occupying the same or comparable classification, Citywide.

(2) Exercising seniority by returning to the classification in which the employee had prior status, thus displacing the employee working in that classification who has the least seniority.

(b) Seniority for the purposes of application of the layoff procedure in Article 7 is determined by total City employment, excluding employment as an extra help, seasonal, provisional, or temporary employee.

(c) Comparability of employee classifications for the purposes of application of the layoff procedure in Article 7 will mean the exact salary and similar duties as determined by the Director of Human Resources. Employees must meet the minimum qualifications of the comparable classification.

(d) An employee displaced in accordance with this Article 7.5 will be laid off in the same manner as an employee whose position has been abolished.

7.6 Health, Dental and Vision Benefits During Layoff

Regular employees who are laid off will have an option of maintaining their existing health, dental and vision benefits for thirty-six (36) months (the thirty-six (36) months runs concurrently with any COBRA benefits) from the date of layoff, provided timely payments of the premiums by the employee are made to the City, according to City regulations, and provided the employee otherwise meets the requirements of federal and state regulations.

7.7 Voluntary Layoff

When a determination has been made that a layoff will occur, regular full-time employees may elect to be voluntarily laid off regardless of their seniority status. The following provisions apply to an employee who so elects to be laid off:

(a) For payroll purposes, the employee will be treated as being on approved leave of absence without pay for up to twelve (12) months.
(b) The employee will have the option to either retain sick leave and/or vacation balances for up to one (1) year in anticipation of reemployment or be paid off for those leaves in accordance with applicable provisions of this MOU.

(c) The names of employees who elect to be voluntarily laid off will be placed on reemployment lists in accordance with Article 8.
ARTICLE 8. REEMPLOYMENT

8.1 Placement of Eligibility List for Position Held

The name of each employee who is laid off or reduced from a higher class as a result of layoff in accordance with Article 7 will be placed at the head of the eligibility list for the class of positions which that employee held, and will be given preference in filling vacancies in that class.

8.2 Placement on Eligibility List for Qualifying Positions

An employee laid off in accordance with this Article will be placed on the eligibility list or lists for any lower or comparable class or classes in the same department, provided that the appointing authority and the department head in charge of this lower or comparable class determine that the employee is competent to perform the duties thereof in strict accordance with the class specifications. This right of a laid off employee will remain effective for two (2) years from the date of latest separation from service. Employees who are subject to a layoff will be provided by the Human Resources Department a notice of their rights of reemployment and a form on which the employees are to indicate their reemployment preferences.

Employees placed on said list or lists will be at the head of the eligibility list for the class of positions for which qualified as hereinabove set forth and will be given preference in filling vacancies except for those persons placed on said lists or lists of reemployment in the same position previously held. An employee who waives reemployment to a full time position three times will have his/her name removed from this reemployment list unless mutually agreed to by the Department and employee. Upon certification for appointment to a new position never having been held by this employee, he/she will be subject to the probationary period provided in Article 4 of this MOU.

8.3 Status Upon Reemployment

Upon reemployment to the same position from which laid off or a position in which the employee held regular status, the employee will be returned to prior status regarding seniority, merit increases, probationary period, and unused sick and vacation leave.
8.4 Temporary Employment

A person on a laid off status may accept a temporary appointment without any effect on their reemployment status.
ARTICLE 9. DISCIPLINE

9.1 Pre-disciplinary Rights

Disciplinary action, including discharge, suspension, reduction in pay or demotion, may be taken against any employee for cause.

An employee facing potential disciplinary action will be entitled to the following pre-disciplinary rights:

(a) Notice of proposed discipline.
(b) Date(s) proposed discipline will be effective.
(c) Reasons for the proposed discipline, the specific grounds, and particular facts upon which the action is taken.
(d) The employee must be provided with any written materials, reports, and documents upon which the action is based.
(e) Ten (10) working days in which an employee or the employee representative may respond either orally or in writing to the department head.

9.2 Administrative Leave

The Department Head upon authorization of the Director of Human Resources may place an employee on administrative leave pending the completion of the predisciplinary process.

9.3 Disciplinary Appeal Options

The appointing authority may discharge, suspend, reduce in pay, or demote any employee in the classified service provided the Stockton Municipal Code provisions and the rules and regulations of the Civil Service Commission and any applicable provisions of law are followed. These provisions allow the employee suspended, demoted, reduced in pay, or discharged to appeal the adverse action. The employee may take only one (1) of the following actions:

(a) File no appeal, in which case the adverse action will become final after the tenth (10th) working day following the employee's receipt of the notification of the adverse action.
STOCKTON CITY EMPLOYEES' ASSOCIATION SUCCESSOR MOU
Term: July 1, 2016 – June 30, 2019
ADMINISTRATIVE, CLERICAL AND SERVICES UNIT
PROFESSIONAL AND TECHNICAL UNIT

(b) File an appeal with the Civil Service Commission within ten (10) working days following the employee’s receipt of written notification of the adverse action. Filing an appeal with the Civil Service Commission bars use of grievance procedure contained in Article 10 to appeal the same adverse action. The appeal must be served by personal service, fax, or certified mail.

(c) File a grievance as provided for in Article 10 within ten (10) working days by personal service, fax, or certified mail following the employee’s receipt of written notification of the action.

If the employee fails to do (b) or (c) above within the prescribed timeframes, these rights will have been waived.
ARTICLE 10. GRIEVANCE PROCEDURES

10.1 Definition

A grievance is any dispute which involves the interpretation or application of those rules, regulations and resolutions which have been, or may hereafter be, adopted by the City Council to govern personnel practices and working conditions, including such rules, regulations and resolutions as may be adopted by either the City Council or the Civil Service Commission to affect Memoranda of Understanding which result from the meeting and conferring process.

10.2 Filing Deadline

(a) No grievance involving demotion, suspension, reduction in pay, discharge or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) working days following the date on which the affected employee received written notification by certified mail or personal service of the adverse action.

(b) All other grievances must be filed within twenty (20) working days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

(c) By mutual written agreement of the Director of Human Resources and SCEA, the time limits contained in this grievance procedure may be extended or waived.

10.3 Grievance Processing

(a) Step 1—Departmental Review

Any employee claiming to have a grievance may discuss the complaint with such management official in the department where employed as the department head may designate. If the issue is not resolved within the department within fifteen (15) working days from the day of presentation or if the employee elects to submit the grievance directly to SCEA, the procedures hereinafter specified may be invoked.
(b) **Step 2—Director of Human Resources Review**

1. If the employee is not satisfied with the response at Step 1, then the employee may appeal the grievance to the Director of Human Resources within ten (10) working days of the receipt of written response at Step 1. The grievance appeal from Step 1 must state with particularity:

   a. The specific policy, rule or provision which is alleged to have been violated;

   b. A statement of facts comprising the violation; and

   c. The requested remedy.

2. SCEA may file and process grievance(s) on behalf of the specifically named employee.

3. The Director of Human Resources will have twenty (20) working days in which to investigate the issues and respond in writing to the appeal.

4. No grievance may be processed to Steps 3 and 4 that has not first been filed and investigated in accordance with this paragraph, unless the Director of Human Resources fails to respond within the twenty (20) working day time limit.

(c) **Step 3—Voluntary Mediation**

The parties may mutually agree to the use of this Step prior to proceeding to Step 4, Binding Arbitration. Either party may with written notice within ten (10) working days of the decision of Step 2 invoke Step 3. Upon request for Step 3, the City will request a mediator from the State of California Mediation and Conciliation Services to review the grievance and make non-binding recommendations to assist the parties in resolving the grievance. The mediator will not provide any written documents and is limited to the restriction in Labor Code Section 65 and Attorney General opinions 51/183 and 68/77.
(d) **Step 4—Binding Arbitration**

If the grievant or SCEA is dissatisfied with the response at Step 2, or Step 3, if used, or if the Director of Human Resources fails to respond within the time limit, the matter may, within twenty (20) calendar days of the Step 2 response, be referred to an arbitrator mutually selected by the parties, or, if the parties are unable to mutually agree, from a list of seven (7) arbitrators provided by the State of California Mediation and Conciliation Services. The arbitrator will be chosen by the alternative strike method, with first choice being determined by lot. The fees and expenses of the arbitrator and of a court reporter will be shared equally by both parties. Each party, however, will bear the cost of its own presentation, including preparation and post hearing briefs, if any. Notwithstanding any contrary provision, SCEA must authorize in writing the advancement of all grievances to binding arbitration under step 4 except those involving an individual employee demotion, suspension, reduction in pay, discharge, or other disciplinary action.

(e) **Effect of Decision**

Decisions of arbitrators on matters properly before them will be final and binding on the parties except as provided otherwise herein.

10.4 **Scope of Arbitration**

(a) No arbitrator will entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by SCEA and unless such dispute falls within the definition of a grievance as set forth in Article 10.1.

(b) Notwithstanding the provisions of Article 10.4(a) of this MOU, proposals to add to or change this MOU or written agreements or addenda supplementary hereto will not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Article. No arbitrator selected pursuant to this Article will have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

(c) No changes in this MOU or interpretations thereof (except interpretations resulting from arbitration proceeding hereunder) will be recognized unless agreed to by the City Manager and SCEA.
10.5 Other Provisions

(a) Complaints which allege the employee is not being compensated in accordance with the provisions of this MOU will be considered as grievances and processed pursuant to Article 10.3. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum which results from such meeting and conferring process will be deemed withdrawn until the meeting and conferring process is next open for such decision. Employees agree to diligently check paychecks for errors. Arbitration of disputes over compensation under the Fair Labor Standards Act (FLSA) or the California Labor Code is permissive rather than mandatory.

(b) Specified time limits may be modified only in writing. All appeals and responses must be provided in writing.

(c) The grievant and employee-witnesses will be provided release time without loss of pay for all required meetings with management as well as for attendance at and participation in the arbitration hearing.

(d) The provisions of this Article will not abridge any rights to which an employee may be entitled under the Stockton Municipal Code and/or Civil Service Rules and Regulations, nor will it be administered in a manner which would abrogate any power which, under the Stockton Municipal Code and/or Civil Service Rules and Regulations, may be within the sole province and discretion of the Civil Service Commission.

(e) All grievances of employees in representation units represented by SCEA will be processed under this Article. If the Stockton Municipal Code and/or Civil Service Rules and Regulations require that a differing option be available to the employee, no action under Article 10.3(d) will be taken unless it is determined that the employee is not utilizing such option.

(f) No action under Article 10.3 will be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

(g) In the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute his judgment to the judgment of management and if the findings are that the City had such right, the arbitrator may not order reinstatement.
and may not assess any penalty upon the City. If an arbitrator did not find just cause, any award by an arbitrator that requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

ARTICLE 11. LEAVES

11.1 Leave

(a) Vacation Allowance

(1) Effective July 1, 2012, all full-time bargaining unit employees, excluding Fire Telecommunicators assigned to a 56-hour workweek, will accrue vacation leave with pay in accordance with the following schedule:

**FLSA Non-Exempt Employees (40-Hour Work Week):**

<table>
<thead>
<tr>
<th>Years of Continuous City Service</th>
<th>Annual Vacation Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1½ years or less</td>
<td>80 hours</td>
</tr>
<tr>
<td>1½ years to 7½ years</td>
<td>108 hours</td>
</tr>
<tr>
<td>7½ years to 15 years</td>
<td>144 hours</td>
</tr>
<tr>
<td>15 years to 25 years</td>
<td>189 hours</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>One additional 7-hour day for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 196 hrs., 27 yrs. equals 203 hrs., 28 yrs. equals 210 hrs., etc.)</td>
</tr>
</tbody>
</table>
FLSA Exempt Employees (40-Hour Work Week):

<table>
<thead>
<tr>
<th>Years of Continuous City Service</th>
<th>Annual Vacation Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1½ years or less</td>
<td>120 hours</td>
</tr>
<tr>
<td>1½ years to 7½ years</td>
<td>148 hours</td>
</tr>
<tr>
<td>7½ years to 15 years</td>
<td>188 hours</td>
</tr>
<tr>
<td>15 years to 25 years</td>
<td>229 hours</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>One additional 7-hour day for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 236 hrs., 27 yrs. equals 243 hrs., 28 yrs. equals 250 hrs., etc.)</td>
</tr>
</tbody>
</table>

(2) Bargaining unit employees scheduled to work less than full-time will receive vacation benefits on a proportional basis.

(3) Bargaining unit employees will accrue vacation on a twice-monthly payroll basis.
(b) Vacation Leave Accrual for Fire Telecommunicators

(1) Effective July 1, 2012, Fire Telecommunicators assigned to a 56-hour workweek will accrue vacation leave with pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Continuous City Service</th>
<th>Annual Vacation Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1½ years or less</td>
<td>120 hours</td>
</tr>
<tr>
<td>1½ years to 7½ years</td>
<td>162 hours</td>
</tr>
<tr>
<td>7½ years to 15 years</td>
<td>216 hours</td>
</tr>
<tr>
<td>15 years to 25 years</td>
<td>283.5 hours</td>
</tr>
<tr>
<td>Over 25 years</td>
<td>An additional 10.5 hours for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 294 hrs., 27 yrs. equals 304.5, 28 yrs., equals 315 hrs., etc.)</td>
</tr>
</tbody>
</table>

(c) Maximum Vacation Accrual

Employees reaching the maximum hours will stop accruing additional hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception. Effective July 1, 2012, the following maximum vacation accruals will take effect. For employees who on July 1, 2012 have vacation balances that exceed their maximum will have until June 30, 2013 to use sufficient vacation to satisfy the maximum allowed. If an employee does not satisfy the maximum by June 30, 2013, he/she will retain his/her existing earned vacation, but will not earn any additional vacation until her/his vacation balance falls below the maximum vacation accrual allowed.

Maximum Vacation Accrual Caps

**40-Hour Work Week Employee – FLSA Non-Exempt**

Under 1.5 years 120 hours (15 days for 8-hour shift)
STOCKTON CITY EMPLOYEES' ASSOCIATION SUCCESSOR MOU

Term: July 1, 2016 – June 30, 2019

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT
PROFESSIONAL AND TECHNICAL UNIT

1.5 – 7.5 years  240 hours (30 days for 8-hour shift)
7.5 – 15 years   280 hours (35 days for 8-hour shift)
15 – 25 years    320 hours (40 days for 8-hour shift)
26 years         328 hours (41 days for 8-hour shift)
27 years         336 hours (42 days for 8-hour shift)
28 years         344 hours (43 days for 8-hour shift)
29 years         352 hours (44 days for 8-hour shift)

40-Hour Work Week Employee – FLSA Exempt

Under 1.5 years 200 hours (25 days for 8-hour shift)
1.5 – 7.5 years 320 hours (40 days for 8-hour shift)
7.5 – 15 years  360 hours (45 days for 8-hour shift)
15 – 25 years   400 hours (50 days for 8-hour shift)
26 years        416 hours (52 days for 8-hour shift)
27 years        424 hours (53 days for 8-hour shift)
28 years        432 hours (54 days for 8-hour shift)
29 years        440 hours (55 days for 8-hour shift)

For every year of service beyond 29, the employee is allowed to add an additional seven (7) hours to the maximum accrual cap.

56-hour Employee

Under 1.5 years 300 hours
1.5 – 7.5 years 360 hours
7.5 – 15 years  420 hours
15 – 25 years   480 hours
26 years        492 hours
27 years        504 hours
28 years        516 hours
29 years        528 hours
29 plus years   7 hours each additional year

(d) Vacation Scheduling

Vacation leaves will be scheduled so that they will not interfere with the normal operation of the City's business and with due consideration for the wishes of the employee. Each Department will reduce its scheduling practice to writing and distribute to all employees within the unit.
(e) **Cash Payment Option**

An employee may elect to receive cash payment up to a maximum of forty (40) hours of his/her accumulated vacation balance except that all cash outs will be suspended during the term of this MOU and until a successor MOU is reached, however, if this MOU is approved by July 1, 2016, effective for FY 2017/2018 and 2018/2019 only, an employee may elect to receive a cash payment for a maximum of forty (40) hours of his/her unused accumulated vacation balance after the use of a scheduled vacation of forty (40) hours or more in that same or prior fiscal year. To utilize this option, employees must maintain a balance of (forty) 40 accrued vacation hours after the cash payment. When in effect, this option may be exercised once per fiscal year. Employees may elect this option by December 31 of each year for the cash out the following fiscal year. The cash out election is irrevocable and the City will follow IRS regulations regarding cash payment of leave.

(f) **Vacation Cash Out Upon Separation**

An eligible employee separating from City service effective July 1, 2014 for any reason who has unused vacation time will be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation will be made at the final rate of pay. Payment for the unused vacation hours will be paid post separation date at no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

11.2 **Sick Leave**

(a) **Accrual**

(1) All regular full-time bargaining unit employees, except Fire Telecommunicators assigned to a 56-hour workweek, will accrue sick leave at the rate of eight (8) hours for each month of completed service.

(2) Fire Telecommunicators assigned to a 56-hour workweek will accrue sick leave at the rate of twelve (12) hours for each month of completed service.
(3) All regular part-time bargaining unit employees will accrue sick leave on a prorated basis.

(4) Unused sick leave will accumulate from year to year with no maximum accrual. Employees will continue to accrue sick leave while off duty on authorized sick leave; provided, however, an employee will not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

(b) Usage

(1) Employees are entitled to sick leave pay for those days which the employee would normally have worked, to a maximum of the hours accrued, described as:

(2) Preventive medical, dental, optical care, illness, injury, or exposure to contagious disease which incapacitates the employee from performing normal work duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

(c) Family Sick Leave ("Kin Care")

In accordance with California Labor Code section 233 ("Kin Care"), bargaining unit employees may utilize one-half of the employee’s annual sick leave accrual to care for an illness or injury of the employee’s immediate family, except in instances where the employee is on approved FMLA or CFRA leave. Such leave will be restricted to the employee’s parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild. The employee’s “child” includes a biological, foster, or adopted child, a stepchild, a legal ward, a child of the employee’s registered domestic partner, or a child to whom the employee stands in loco parentis. Family sick leave usage pursuant to California Labor Code section 233 will not be considered when evaluating the employee’s work performance.

(d) Reporting Procedures for Sick Leave

When the requirement for sick leave is known to the employee in advance of the absence, (for example, included but not limited to scheduled medical, dental or vision appointments), the employee will request authorization for such sick leave from the department head prior to such absence.
If an employee is not able to report due to illness or injury, the employee will report as soon as possible to the appropriate supervisor, but in no case more than thirty (30) minutes after the start of the workday, except for extenuating circumstances prohibiting giving notice.

Failure to notify as soon as possible and in conforming with the thirty (30) minute notification will be cause for the following disciplinary action:

1. For the first time in a six (6) month period, a Memorandum of Discussion.
2. For the second time within a six (6) month period, a Letter of Reprimand.
3. For any subsequent time within a six (6) month period, suspension from work; or at any time four (4) or more incidents occur within a six (6) month period, the employee may be discharged.

The six (6) month period will be defined as six (6) months from the most recent incident.

Any Memorandum of Discussion or Letter of Reprimand regarding failure to notify the City as provided herein, which is more than twelve (12) months old, will be removed upon the request of the employee if no additional incidents occur during the twelve (12) months period.

(e) Verification Procedures

1. Before being paid for the use of accrued sick leave, the employee will submit a signed statement to the department head, on a prescribed form, stating the dates and hours of absence, the reason, and such other information as is necessary for the request to be evaluated. If an employee doesn’t return to work prior to the preparation of the payroll, other arrangements may be made with the department head.
(2) Doctor’s Certificate or Other Proof. The employee’s department head may require a doctor’s certificate or other reasonable proof of illness as he/she deems necessary in order for an employee to receive an excused absence from work and sick leave pay. The employee will be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor’s certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay. If an employee’s illness results in an absence from work for more than three (3) consecutive days, a doctor’s certificate, or other reasonable proof of illness may be required. In addition, the City may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification. Department heads will give their employees the benefit of the doubt and will not frequently or arbitrarily request doctor’s notes for routine personal illness, recognizing a considerable amount of time and expense is required to attend a medical visit to obtain a doctor’s note for work.

The employee’s department head may make such sick leave usage reviews and may reasonably require documentation to verify the need for the leave before approving the sick leave benefit.

(3) If the City has a reasonable basis to believe that an employee is abusing the sick leave benefit, the City or the employee’s supervisor must first meet with the employee to: 1) explain the reasonable basis for the believed abuse, and 2) discuss the reasons for the employee’s absence. The employee has the right to SCEA or other representation at such meeting. After such meeting, and depending on the factual circumstances, the City may:

(a) Place the employee on restricted sick leave for a period of not more than four (4) months, under the direction of the Director of Human Resources pursuant to Article 11.2(e)(2);

(b) Suspend the employee without pay for up to five (5) days for abuse of sick leave; or dismissal from employment if a prior suspension involved abuse of sick leave;

(c) Offer the employee participation in an employee assistance program, if agreed to by the employee.
(f) Use of Sick Leave While on Vacation

An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

(1) Was hospitalized during the period for which sick leave is claimed, or

(2) Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

(g) Payment for Unused Sick Leave

Effective February 17, 2012, all accumulated or future accruals of sick leave will have no cash value upon separation of employment and employees will not be allowed to cash out unused sick leave except as provided below.

(h) CalPERS Service Credit for Unused Sick Leave.

Employees will be eligible for CalPERS service credit for any unused sick leave at retirement not otherwise compensated for in (i) below. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave will not be eligible for this service credit.

(i) Sick Leave Retention Benefit

If, after subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation will be paid as follows to employees who have remained in City service until the dates specified:

(1) Separation prior to July 1, 2014, no payment of unused sick leave at separation will occur for separating employees before this date;

(2) Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on February 16, 2012 will be paid at 35% of its cash value to separating employees between these dates; and
(3) Separation after July 1, 2015, payment of unused sick leave which the employee held on February 16, 2012 will be paid at 50% of its cash value to separating employees after this date.

(4) Service credit for unused sick leave will be in accordance with PERS regulations.

11.3 Other Leaves With Pay

(a) Bereavement Leave

(1) In the event of a death in the immediate family, an employee will, upon request, be granted up to three (3) days bereavement leave with pay without charge to accumulated sick leave credits or vacation eligibility. The City Manager or his designee may grant an additional two (2) days bereavement leave, upon request, which will be charged against the employee’s accumulated sick leave credits in cases where extensive travel is required to attend the funeral. Bereavement leave will be considered time worked for pay and overtime calculation purposes. For the purposes of this paragraph, the immediate family will be restricted to the employee’s parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, son-in-law, daughter-in-law stepchild, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild.

(2) In the event of the death of a person not immediately related to an employee as defined above, the employee’s department head may grant up to three (3) days bereavement leave upon request which will be charged against the employee’s sick leave credits.

(b) Jury Duty Leave

When an employee is summoned to jury duty he or she will promptly inform his or her supervisor and, if required to serve, may be absent from work without loss of wages or use of accrued leave while rendering such service (including travel time). Jury fees received by an employee, if any, will be remitted to the City within fifteen (15) days after they are received, exclusive of any meal, expense, and/or travel reimbursements. Upon being excused from the court each day, the employee must return to work if he or she has more than four (4) hours remaining before the end of his or her workday. Jury duty leave will be considered time worked for pay and overtime calculation purposes.
(c) Court Leave

Time spent by a bargaining unit employee traveling to/from and attending or appearing in any court or tribunal for any civil or criminal matter as a non-party witness where the employee’s attendance results from performance of his or her official duties as a City employee will be considered time worked. Time spent by a bargaining unit employee traveling to/from and attending or appearing in any court or tribunal for any civil matter as a defendant, respondent, or co-defendant with the City of Stockton arising from the employee’s official duties as a City employee will be considered time worked. Employees assigned to the Police Department who report to Court on a regularly scheduled day off will be compensated at a minimum 2 hours and 45 minutes, pursuant to article 15.4.

(d) Military Leave

(1) The City of Stockton complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the California Military and Veteran’s Code. Nothing contained herein is intended to limit or abrogate rights guaranteed under USERRA or the Veteran’s Code.

(2) An employee of the City who is a member of the National Guard, Naval Militia, and a member of the reserve corps or force of the Federal Military, Naval, or Marine Service and is ordered to duty will be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) days in any calendar year.

(3) All regular employees in the service of the City will be allowed leave of absence without pay for the duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California. Said employees will be reinstated in the position they held when they were inducted into Military Service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

(4) In the case of a probationary employee having served a minimum probationary period of six (6) months at the time of induction, it will be optional with the department head and the City Manager to grant regular status to said employee before induction.
(5) All probationary employees inducted into Military Service not having served the minimum probationary period of six (6) months, or having served the minimum probationary period of six (6) months, but not having received regular status will be allowed leave of absence without pay for the duration of a national emergency, but said employees will be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit as above specified and will serve the balance of their probationary period before attaining the status of a regular employee.

(6) Two or more regular employees granted military leave of absence without pay from the same position will be reemployed according to their seniority of employment providing they are physically fit as above specified.

(e) Parental Participation in Children's School Activities

(1) A parent or guardian of a child or children enrolled in kindergarten through grade 12, or attending a licensed day care facility, may take up to 40 hours each year off work (not to exceed 8 hours in any calendar month) to participate in the activities of the school or licensed child day care facility. The employee should provide as much advance notice as reasonably possible to the City of the planned absence. The employee must use vacation, compensatory, or holiday leave. If requested, the employee must provide documentation from the school verifying the date and time the parent participated in school activities.

(2) A parent or guardian required by the school to attend a hearing regarding the suspension or expulsion of a child will be permitted to attend the meeting. The employee must provide advance notice and may use accrued vacation, compensatory, or holiday leave.
11.4 Workers' Compensation Leave

(a) Workers' Compensation Benefits will be provided in accordance with State law and schedules whenever an employee is absence from duty because of disability caused by illness or injury arising out of and in the course of employment which has been declared to be compensable under the Workers' Compensation Law. An employee on Workers' Compensation may use accrued leave, if needed, to supplement benefits, up to the amount required to receive a full paycheck.

(b) Forms and Procedures

Workers' compensation processing will be consistent with City procedures and in accordance with state workers' compensation regulations. Any employee who sustains a work-related injury or illness will immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

11.5 Leave of Absence Without Pay

(a) Entitlement

Employees will not be entitled to Leave of Absence Without Pay as a matter of right, but only upon the determination of the City that it is in the best interest of public service and that there is a presumption that the employee intends to return to work upon the expiration of the leave of absence. The granting of a leave of absence provides the employee the right to return to the position vacated.

(b) Approval

All leave without pay must be recommended by the department head and approved by the Director of Human Resources. No such leave may extend beyond twelve (12) months, except in the case of absence due to job incurred disability where a determination may be made based upon the needs of public service or in the event an application for service connected disability retirement has been filed.
STOCKTON CITY EMPLOYEES’ ASSOCIATION SUCCESSOR MOU
Term: July 1, 2016 – June 30, 2019
ADMINISTRATIVE, CLERICAL AND SERVICES UNIT
PROFESSIONAL AND TECHNICAL UNIT

Leaves of absence without pay may only be approved following the expiration of entitlement of sick leave and vacation.

(c) An employee on a Leave of Absence Without Pay has an option to participate in the Health benefits by monthly prepayment of the required premium to the City.

(d) Maternity/Pregnancy/Paternal/Adoption Leave

Family medical leave will be in accordance with the Family Medical Leave Act ("FMLA") of 1993, the California Family Rights Act ("CFRA"), or Pregnancy Disability Leave ("PDL") and/or other applicable state and federal laws. Consistent with City policy and State and Federal law, employees may be required to utilize accrued sick and/or vacation leave during unpaid leaves in certain circumstances.

11.6 Absence Without Official Leave (AWOL)

(a) Refusal of Leave or Failure to Return After Leave

Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked or cancelled, or at the expiration of a leave, will be considered an Absence Without Official Leave.

(b) Voluntary Resignation

Any employee in this bargaining unit absent without official leave for two (2) or more consecutive scheduled days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation as reasonably determined by the Human Resources Director will be deemed to have voluntarily resigned from the City. An employee must provide a written statement to the Human Resources Department regarding a "satisfactory explanation," within ten (10) calendar days after the City mails a notice of voluntary resignation to the employee's last known address.
ARTICLE 12. DAYS AND HOURS OF WORK

12.1 Workweek

(a) The normal workweek for employees in this unit consists of five (5) consecutive eight (8) hour days for a total of forty (40) hours in a seven (7) day work period. Where operational requirements of a department require deviations from the present schedule, the department head with approval of the Director of Human Resources may institute alternate work schedules provided that such schedules conform to work period requirements of Fair Labor Standards Act and the City meets and confers with SCEA concerning the proposed schedule change(s) before implementation.

(b) Employees occupying part-time positions will work such hours and schedules as the department head will prescribe.

(c) Telecommunications personnel assigned to the Fire Department will work an average of fifty-six (56) hours in a seven (7) day work period.

12.2 Meal Periods and Rest Periods

(1) Employees will receive a one (1) hour or a thirty (30) minute meal period without pay each day and a fifteen (15) minute paid rest period during the first half of the workday and a second fifteen (15) minute paid rest period during the second half of the workday. Bargaining unit employees will be completely relieved of duty during the unpaid meal periods. Employees who exceed the time limits prescribed above for lunch and/or rest periods will have their pay reduced accordingly.

(2) Notwithstanding paragraph (1) above, Police Telecommunicators and Fire Telecommunicators, Police Records Assistants, Community Service Officers, and Evidence Technicians may be relieved from duty and receive a paid meal period with written approval from the Chief’s Office. Employees in the classifications above who receive written approval for paid meal periods are expected to stay at the work-site and be available to work during the meal period when needed.
12.3 Hourly Employees

(a) Effective the date of this MOU, those employees working 19½ hours a week or less (substitutes), may only work a total of 1,014 hours or less during any twelve (12) month period.

(b) SCEA will be provided with a listing of all 19½ hours or less employees related to classifications within this bargaining unit. This listing will be provided quarterly.

(c) Overtime will not be worked by 19½ hour or less employees (substitutes), if full-time or regular part-time employees are available for such overtime work.

12.4 Regular Part-Time Employees

(a) Regular part-time employees (those employees regularly scheduled to work 20 hours or more per week) will be provided prorated sick leave and vacation benefits according to existing practice; will be eligible to participate in health and welfare benefits on a prorated basis according to provisions of this MOU, and will receive merit increases based upon the proration of time worked to the total hours in a full year of employment.

(b) The City will not employ hourly personnel in order to reduce the number of regular part-time employees which existed at the execution of this MOU.

12.5 Job Sharing

(a) Any two regular full-time employees within the same department holding positions in the same classification may petition their department head in writing to allow them to share one (1) of said positions.

(b) The approval of a job share position will be at the sole discretion of the City and must be approved in writing by the Director of Human Resources prior to implementation. The entrance into and termination of such job sharing will be at the sole discretion of the City.
(c) Employees who request and have approved job-sharing arrangements will be entitled to the rights and benefits which accrue to regular part-time employees.

12.6 Reporting to Work

(a) Repeated failure to report to work on time may result in appropriate discipline as set forth below:

(1) For the first time in a six (6) month period, a Memorandum of Discussion.

(2) For the second time within a six (6) month period, a Letter of Reprimand.

(3) For any subsequent time within a six (6) month period, suspension from work; or at any time four (4) or more incidents occur within a six (6) month period, the employee may be discharged.

(b) If an employee reports to the worksite after the designated starting time, the employee will be paid only for time actually worked; however, the employee may be allowed to utilize vacation leave for lost pay, provided the employee’s supervisor approves.

(c) Any Memorandum of Discussion or Letter of Reprimand regarding tardiness which is more than eighteen (18) months will not be considered in any subsequent discipline.

12.7 Shift Bidding

(a) Employees in the Police Department who work on a twenty-four (24) hour shift schedule will be allowed to bid on shift preference on the basis of seniority within class. The shift selected in this manner will remain in effect for twelve (12) months, except in cases of emergency or workload requirements.
ARTICLE 13. OVERTIME

13.1 Overtime Authorization

All compensable overtime must be authorized by the department head or his or her designated representative in advance of the overtime being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

13.2 Definition

The following provisions pertaining to authorized or statutorily required overtime work will apply to non-FLSA exempt employees:

(a) Unless otherwise provided below, statutory overtime will be paid on actual time worked in excess of forty (40) hours in any 7-day FLSA work period. Such overtime will be paid at time and one-half (1-1/2) including employees employed on a per hour or per day basis or except as provided elsewhere herein. Observed holidays, floating holidays, jury duty leave, bereavement leave, and sick leave hours taken will be considered as time worked. Vacation, or other compensated time off will not be considered as actual time worked for overtime calculation purposes.

(b) Except Fire Telecommunicators assigned to a 56-hour workweek and bargaining unit employees working an alternative work schedule, all time worked in excess of 40 hours per seven-day workweek will be compensated at the overtime rate.

(c) Fire Telecommunicators work 24-hour shifts, resulting in a regular schedule averaging 2912 hours per year / 56 hours per week (832 hours of overtime). In approximately 2000, the parties agreed to add the regularly scheduled FLSA overtime pay into the base, in order to ensure a regular and level payment of overtime over the course of a year. This methodology withstood a legal challenge in Hughes, et al. v. City of Stockton, et al. For additional overtime hours, the City will pay overtime at one and one-half (1 ½) time the employee's regular rate of pay for all hours worked over fifty-six (56) in a workweek.

(d) Except as otherwise provided in Article 14.2, bargaining unit employees who are not regularly scheduled to work holidays will be paid for a regular day plus time and one-half (1½) for actual time worked on a holiday observed by the City.
(e) Police Telecommunicators and Fire Telecommunicators will be compensated for work on holidays as set forth in Article 14.2.

(f) When the City Manager has declared a state of emergency and such action is approved by the City Council, time worked by employees will be paid for at their straight time. Work in excess of forty (40) hours in any workweek will be paid at time and one-half (1½).

(g) Fire Telecommunication employees who have traded their normal work shift with another employee are not eligible for overtime for the hours that were their normal hours of work. Shift trades will be cancelled if an employee is required to work mandatory overtime.

(h) Temporary Upgrade Pay. Employees assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work.

13.3 Rest Period During Overtime

After each three (3) hour segment of overtime contiguous to a regular shift, an employee will be granted a fifteen (15) minute paid rest period.

13.4 Compensatory Time Off (CTO)

(a) Definition

As used in this MOU, the term Compensatory Time Off (CTO) refers to that time which an employee is entitled to be absent from duty with pay for time worked in addition to or excess of their normal work schedule they have earned under section 13.2 (a).

(b) CTO in Lieu of Overtime Compensation

Except Fire Telecommunicators assigned to a 56-hour workweek, bargaining unit employees may voluntarily elect to receive overtime compensation in the form of CTO at a rate of one and one-half (1½) hours of CTO for each hour of overtime they have earned under per section 13.2 (a).

(c) Use
Use of CTO will be scheduled with due consideration for the wishes of the employee and so as to not interfere with the normal operation of City business. Approval of requests for use of CTO will be at the sole discretion of the department head, but once approved, cannot be changed unless an emergency situation arises.

(d) **Maximum Accrual**

No more than eighty (80) hours of CTO may be carried on the books at any time, except Fire Telecommunicators assigned to a 56-hour workweek who may not accrue CTO. Once the maximum number of CTO is accrued, all further overtime worked will automatically be paid to the employee. At the end of each calendar year, all CTO will be carried forward, unless the employee elects to have some or all of the compensatory balance paid. Carryover CTO Time cannot exceed the CTO accrual maximum.

(e) **Elimination of CTO for Fire Telecommunicators**

Effective January 1, 2009, Fire Telecommunicators assigned to a 56-hour workweek will no longer accrue or use CTO and will be paid at their regular rate of pay for all accrued and unused CTO hours on or about January 7, 2009; provided, however, any Fire Telecommunicator having any approved leave request(s) for CTO for time off work through January 31, 2009, will be permitted to use the approved CTO leave.

(f) **Exempt Status of Classifications**

The parties have agreed that the classifications listed in Appendix A are exempt from overtime as provided by the Fair Labor Standards Act and will be considered Exempt in the City’s pay policies and for the accrual of vacation.
ARTICLE 14. HOLIDAYS

14.1 Qualifying for Holiday Pay

All regular employees will be entitled to take all authorized holidays on full pay not to exceed eight (8) hours for any one (1) holiday.

14.2 Holidays Observed by the City

(a) Bargaining unit employees will receive the following observed holidays off without loss of wages or accrued leave:

<table>
<thead>
<tr>
<th>Observed</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) January 1</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>(2) Third Monday in January</td>
<td>Martin Luther King, Jr.’s Birthday</td>
</tr>
<tr>
<td>(3) Second Monday in February</td>
<td>Lincoln’s Birthday</td>
</tr>
<tr>
<td>(4) Third Monday in February</td>
<td>Washington’s Birthday</td>
</tr>
<tr>
<td>(5) March 31 (FLOATING)</td>
<td>Cesar Chavez Day</td>
</tr>
<tr>
<td>(6) Last Monday in May</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>(7) July 4</td>
<td>Independence Day</td>
</tr>
<tr>
<td>(8) First Monday in September</td>
<td>Labor Day</td>
</tr>
<tr>
<td>(9) Second Monday in October</td>
<td>Columbus Day</td>
</tr>
<tr>
<td>(10) November 11</td>
<td>Veteran’s Day</td>
</tr>
<tr>
<td>(11) Fourth Thursday in November</td>
<td>Thanksgiving</td>
</tr>
<tr>
<td>(12) The Friday after Thanksgiving</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>(13) December 25</td>
<td></td>
</tr>
</tbody>
</table>
FLOATING holiday must be used within the calendar year. Floating holiday hours (8 total per calendar year) may be taken in one (1) hour increments. Any hours not used by December 31 of each year expire and are not carried forward into the subsequent year. There is no cash value for any unused floating holiday hours. Employees have not earned and cannot use the floating holiday hours until the actual holiday occurs (March 31).

(b) All regular employees in positions allocated to the Police Department who are assigned to shifts (phase days) will receive, in addition to their normal compensation, one day's pay (8 hours) for each of the holidays listed in Article 0 above, on which the employee does not work. Such employees required to work a holiday on a hire-back basis, will be compensated at time and one-half (1½), in addition to their normal compensation (8 hours) and paid holiday (8 hours). Such employees required to work a holiday on a regularly scheduled basis will be compensated at time and one-half (1½) overtime in addition to their normal compensation (8 hours). The maximum additional compensation subject to CalPERS for working the holiday will be sixteen (16) hours.

(c) Fire Telecommunicators assigned to a 56-hour workweek will receive, in addition to their normal compensation, 12 hours pay for each of the holidays listed in Article 14.2 above.

(d) For employees on the 9/80 alternative work schedule, employee may shift their work schedule so that their 8 hour day falls on the designated holiday with the approval of their supervisor.

(e) For employees on a Monday through Friday workweek, if holidays fall on a Sunday, the following Monday will be observed. If holidays fall on Saturday, the preceding Friday will be observed.

(f) For employees in the Police Department on a twenty-four (24) hour shift schedule, holidays that fall on Saturday or Sunday will be observed on Saturday or Sunday respectively.
Fixed Holidays for Library Service Division Employees

All regular employees in positions allocated in the Library Services Division of the Community Services Department will be allowed to take “fixed holidays” observed by the City, listed under Article 14.2(a) of this MOU, that occur on a Monday as a “floating holiday.” The day off must be scheduled with a supervisor and taken within fourteen (14) calendar days on or after the date of the fixed holiday.

In order to receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.

An employee who takes a holiday off on a normally scheduled workday will receive 8 hours of holiday pay at their regular rate of pay, and the holiday hours count as time worked for FLSA overtime calculation purposes. A holiday that falls on an employee’s normally scheduled day off will receive 8 hours of holiday pay at their regular rate of pay, however the holiday hours will not be counted as time worked. If an employee works on a holiday, the employee will receive 8 hours of holiday pay at their regular rate of pay, however the holiday hours will not be counted as time worked. If an employee works only partial hours on a holiday, partial holiday hours will be counted as time worked for FLSA overtime calculation purposes (up to 8 hours combined maximum).

Compensation for Holidays Worked

Prior approval for holiday work must be secured from the City Manager.
ARTICLE 15. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

15.1 Retirement Contribution Supplement

(a) Effective August 1, 2011, employee will pay the entire seven percent (7%) employee contribution to the California Public Employees Retirement System (CalPERS).

(b) For Employees hired on or before December 28, 2012, the City's CalPERS retirement plan was modified to reflect two percent (2%) at age 55, effective January 1993.

(c) For Employees hired on or before December 28, 2012, the City's CalPERS retirement plan was modified to reflect Section 21024 (Military Service Credit as Public Service) and Section 21027 (Military Service Credit for Retired Persons) of the California Government Code, pursuant to Ordinance Number 009-93 adopted by the City Council on May 13, 1993.

(d) For Employees hired on or before December 28, 2012, the City will continue to provide CalPERS California Government Code Section 20692 (Employer Paid Member Contributions as Compensation) at the beginning of their last year of employment will pay their employees' seven percent (7%) benefit cost through an automatic payroll deduction. The base salary for those employees will be increased by the same seven percent (7%) for the last twelve (12) months of employment (IRS Code 414H(2) will be concurrently implemented with CalPERS amendment), pursuant to Resolution Number 97-0394 adopted by the City Council on October 21, 1997.

(e) For Employees hired on or before December 28, 2012, the City will continue to provide CalPERS California Government Code Section 20965 (Credit for Unused Sick Leave) as added CalPERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.
(f) For Employees hired on or before December 28, 2012, the City will continue to provide CalPERS California Government Code Section 21335 (5% Annual Cost of Living Allowance Increase) as added CalPERS benefits, which was effective upon adoption by the Stockton City Council and CalPERS Administration Board. The intended implementation date base year was 2001.

(g) PERS Benefits for Employees hired on or after December 29, 2012

(1) Employees with Reciprocity:

Employees hired on or after December 29, 2012, who had service under another CalPERS agency or public retirement system with reciprocity prior to January 1, 2013, and a break in service of less than 6 months and considered classic employees by PERS AB 340, will be subject to the PERS pension formula of 2%@60 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees will pay the entire employee contribution of seven (7%) percent to the California Public Employees Retirement System (CalPERS).

(2) Employees without Reciprocity:

Employees hired on or after January 1, 2013, will be subject to the AB340 PERS pension formula of 2%@62 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees will pay 50% of the City normal cost rate for the 2%@62 as determined by CalPERS.

(h) The City will continue to provide CalPERS California Government Code Section 21574 (Fourth Level of 1959 Survivor Benefits) as added PERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.
15.2 Uniform Allowance

(a) Bargaining unit employees in the following classifications who are required to wear uniforms will be paid an annual uniform allowance of nine hundred fifty dollars ($950.00), one-half payable in April and one-half payable in October:

1. Fire Telecommunicator I/II;
2. Police Records Assistant (I/II/III);
3. Police Telecommunicator (I/II); and
4. Police Dispatch Call Taker.

(b) Bargaining unit employees in the following classifications who are required to wear uniforms will be paid an annual uniform allowance of nine hundred seventy-five dollars ($975.00), one-half payable in April and one-half payable in October:

1. Animal Services Assistant;
2. Animal Services Officer;
3. Community Service Officer;
4. Evidence Technician;
5. Fire Prevention Inspector;
6. Mail Courier;
7. Parking Violations Deputy;
8. Property Clerk;
9. Senior Animal Services Officer;
10. Senior Evidence Technician;
11. Vehicle Abatement Specialist; and
12. Any other bargaining unit employee required by the City to wear a uniform in the course and scope of employment.
15.3 Standby Duty Pay

Employees assigned to standby duty will be paid $3.00 per hour while assigned to be on standby. Each employee so assigned to “standby” is required to carry a mobile phone or other agreed upon communication device while on standby. Standby will be assigned based on departmental policy, and the City agrees to meet with SCEA regarding standby department policies. An employee will earn time and one-half (1-1/2) for all actual time worked while on standby duty status only if eligible for overtime as defined in Section 13.2 above. An employee will not continue to receive the “standby” premium during actual time worked, or for any hours paid as overtime or call back. Standby will not be considered as time in “paid status because of work performed” for purposes of calculating overtime.

15.4 Call-Back Pay

When an employee is called back to work from off duty status, the employee will be compensated for a minimum of two (2) hours and forty-five (45) minutes pay at time and one-half (1½) or actual time worked at time and one-half (1½), if eligible for overtime as defined in Section 13.2 above, whichever is greater. An employee may elect compensatory time off (CTO) in lieu of payment for overtime consistent with the provisions set forth in Article 13.4.

When authorized by the department, employees who are contacted and who provide remote support via telephone, Internet, or network connection will be paid time and one-half (1½) for time worked in fifteen (15) minute intervals, if eligible for overtime as defined in Section 13.2 above. Intervals cannot be compounded or overlapped.

To be eligible for call-back pay, both of the following conditions must be met:

(a) The call-back must occur outside of the employee’s regular work hours; including overtime.

(b) The call-back time worked must not be contiguous to the employee’s regular work hours; including overtime.

(c) An employee is ineligible to receive a premium for both standby and call back. For example, employee will not receive standby pay for hours in which he/she is on paid overtime or call back pay.

15.5 Employee Educational Assistance

The City may reimburse employees for job related coursework which has been reviewed by the employee’s supervisor and approved by the employee’s department and the Human Resources Department.
15.6 Mileage Expense Reimbursement

The City will reimburse bargaining unit employees, at the current Internal Revenue Service rate, to all employees utilizing their personal vehicles for City business for travel, which qualifies under the City Manager's Administrative Directive (currently FIN-010), and for other related travel expenses which qualify under the City Manager's Administrative Directive (currently FIN-008).

15.7 Voluntary Court Standby

Bargaining unit employees who voluntarily place themselves on standby for work-related court appearances will receive one (1) hour at the regular rate of pay for the a.m. and, if required to remain on standby, one (1) additional hour at the regular rate of pay for the p.m.

15.8 Bilingual Pay

Job positions determined by the Department Head requiring bilingual translation skills will receive a stipend amount of $140.00 per month for verbal translation skills, or $200.00 per month for verbal and written translation skills upon testing and certification by the Human Resources Department.

15.9 Emergency Medical Services (EMS) Dispatcher Accreditation Pay

(a) The City and SCEA acknowledge that California Health and Safety Code section 1797.220 directs the local emergency medical services (EMS) agency to establish policies and procedures to assure medical control of the emergency medical system.

(b) The City and SCEA acknowledge that as of July 1, 2008, the San Joaquin County EMS Agency requires all employees of agencies providing emergency medical dispatch (EMD) services to possess and maintain accreditation through San Joaquin County, to include compliance with EMS Agency and National Academies of Emergency Dispatch (NAED) policies, procedures, protocol, and standards. Fire Telecommunicators are among those employees represented by the Stockton City Employees' Association who must acquire and maintain accreditation by the San Joaquin County EMS Agency as a condition of providing EMD services for the City.
(c) The City and SCEA acknowledge that in the event the San Joaquin County EMS Agency rescinds the certification of any bargaining unit employee as a result of any dispute arising from the exercise of the power set forth in San Joaquin County EMS Agency Policy No. 2101 (or any successor or similar policy), the City will make every effort, insofar as practicable and fiscally responsible, to employ such persons in positions for which such employees are qualified or may become qualified within a reasonable period of time and that do not require accreditation by the San Joaquin County EMS Agency.

(d) **Emergency Medical Services (EMS) Dispatcher Accreditation Pay.** Effective January 1, 2009, the City will compensate all bargaining unit Fire Telecommunicators who are accredited as San Joaquin County Emergency Medical Services Dispatchers an additional one-hundred seventy five dollars ($175) per month. If the employee fails to maintain the accreditation or if the accreditation is no longer required for the position, payment of the stipend will cease.

(e) **Continuing Education for Emergency Medical Dispatchers.** The City will provide to Fire Telecommunicators all necessary EMD continuing education during normal working hours and at no cost to the employee. However, employees who do not participate in the EMD training offered by the City during normal working hours will be responsible to complete the necessary continuing education on their own time without additional compensation; provided, however, that all necessary ride-along hours will be compensated as time worked.

15.10 **Safety Protective Footwear Reimbursement**

Employees required to wear safety protective footwear in accordance with City Manager’s Administrative Directive HR-34, and approved for safety protective footwear reimbursement, the City will authorize safety protective footwear reimbursement in the amount of one hundred sixty dollars ($160.00) as needed and approved by the employee’s supervisor and department head. The list of classifications and or positions that are required to wear protective footwear is included in the Administrative Procedure and may be amended from time to time to reflect changes in the classifications required to purchase footwear.
15.11 Grandfathered Longevity Pay

The City agrees to restore longevity pay of 1.25% for employees who had achieved twelve (12) years of service on or before July 1, 2011.
ARTICLE 16. INSURANCE PLANS

16.0 Reopener Clause for Health Insurance

SCEA agrees at the City's request, to meet and confer on any changes that are within the mandatory scope of bargaining in any City proposals related to its City sponsored medical plans that may be related to the implementation of the Affordable Care Act (ACA).

16.1 Health, Dental, Vision, and Prescription Benefits

(a) Choice of Health Plans. Employees in this bargaining unit will have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan will offer an Employee only, Employee plus One and Employee plus two or more dependents coverage. The City will offer two or more medical plans to regular employees.

(b) Eligibility. Employees will become eligible for Medical and vision insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees will become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).

(c) City Contribution towards the cost of insurance programs.

(1) Effective July 1, 2016 or upon the first full pay period following ratification of this MOU by SCEA and approval by the City Council on its regular agenda in accordance with the Ralph M. Brown Act, the City will contribute:

- Up to $619.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
STOCKTON CITY EMPLOYEES' ASSOCIATION SUCCESSOR MOU
Term: July 1, 2016 – June 30, 2019
ADMINISTRATIVE, CLERICAL AND SERVICES UNIT
PROFESSIONAL AND TECHNICAL UNIT

- Up to $1,124.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

- Up to $1,496.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

2) Effective July 1, 2017, City shall contribute the following:

- Up to $631.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

- Up to $1,146.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

- Up to $1,526.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

3) Effective July 1, 2018, City shall contribute the following:

- Up to $644.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

- Up to $1,169.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

- Up to $1,557.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

These contributions are based on full-time employment; regular part-time employees will receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution will be paid by the employee through payroll deductions. The City will maintain its IRS 125 Plan to allow for employee contributions for medical/visions/dental to be pre-tax premium conversion.
(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan will be in accordance with the Plan document.

16.2 Long Term Disability Insurance

The City will provide, at no cost to the employee, long-term disability insurance coverage. Plan benefits will be as described in the Plan document, but will include:

(a) Each disability—66⅔% of salary up to the maximum salary replacement amount as specified in the City’s long-term disability plan.

(b) Disability income payments will commence after a ninety (90) day waiting period and exhaustion of sick leave accruals.

(c) Benefit payable until age sixty-five (65).

(d) The City will continue its normal contribution for employee medical premiums during the ninety (90) days waiting period.

16.3 State Disability Insurance (SDI)

By secret ballot election, pursuant to procedures established by the state, SCEA members have elected to receive State Disability Insurance (SDI) coverage at their own expense. SDI will be coordinated with other benefits.

16.4 Life Insurance

Effective July 1, 2012, the City will provide, at no cost to the employee, a-term life insurance policy with a value of $50,000. In addition, employees will have the opportunity to purchase additional voluntary life insurance through their union or through the City’s IRS 125 plan vendor.

16.5 Retiree Enrollment in City Sponsored Plans

An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree’s
STOCKTON CITY EMPLOYEES’ ASSOCIATION SUCCESSOR MOU
Term: July 1, 2016 – June 30, 2019
ADMINISTRATIVE, CLERICAL AND SERVICES UNIT
PROFESSIONAL AND TECHNICAL UNIT

plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan). However, the City may discontinue the enrollment of retirees in City sponsored medical plans at its discretion as per the City’s Bankruptcy plan of Adjustment. The City does not provide any retiree medical program, allowance, or City contribution for employees.

Nothing in this section will be construed to create vested rights to benefits for employees or retirees after the expiration of this MOU.

The parties acknowledge that SCEA does not bargain on behalf of employees already retired before the effective date of this Agreement.
ARTICLE 17. SALARIES

17.1 Salary Adjustments

Effective July 1, 2016 or upon the first full pay period following ratification of this MOU by SCEA and approval by the City Council on its regular agenda in accordance with the Ralph M. Brown Act, employees will receive a six percent (6%) cost of living adjustment (COLA).

The classifications listed in Appendix B will receive market salary adjustments throughout the term of this contract, according to the updated salary schedules listed in Appendix B.

17.2 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service will be minimum salary for the class to which that employee is appointed. When circumstances warrant, the Director of Human Resources or Director’s designee may approve an entrance salary which is more than the minimum salary for the class to which that employee is appointed. Such a salary may not be more than the maximum salary for the class to which the employee is appointed.

17.3 Salary Equivalents

Any monthly, daily, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases when such a conversion is appropriate. In determining equivalent amounts on different time bases, the City will provide tables or regulations for the calculation of payment for service of less than full-time, and for use converting monthly salaries to hourly rates, as well as for calculating hourly rates. Overtime rate and premium pay will be calculated according to the provisions of the Fair Labor Standards Act.
17.4 Salary Step Plan

Salary ranges for bargaining unit classifications will consist of six (6) salary steps in each range.

(1) The first step will be the minimum rate and will be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the Director of Human Resources or Director's designee may authorize appointment above the first step after receiving the recommendation of the department head. The same provision will apply to hourly-paid and part-time employees.)

If a department head recommends withholding increases to salary steps two (2) through six (6) because an employee has not achieved the level of performance required, notice must be received by the Director of Human Resources at least four weeks in advance of the employee's eligibility date. The affected employee will be furnished a copy of the department head's recommendation. Failure to abide by the above four-week limitation will not automatically cause a step increase to be granted; however, if an employee does not receive notice by the actual anniversary date, the increase will be automatically granted.

(2) The second step will be paid upon the satisfactory completion of the probationary period.

(3) The third step will be paid upon the satisfactory completion of one year of service at the second step.

(4) The fourth step will be paid upon the satisfactory completion of one year of service at the third step.

(5) The fifth step will be paid upon the satisfactory completion of one year of service at the fourth step.

(6) The sixth step will be paid upon the satisfactory completion of one year of service at the fifth step and upon the written recommendation of the department head.

Regardless of an employee's length of service, step advancements in any given class may be made upon recommendation of the department head with the approval of the Director of Human Resources, but not above Step No. 6 for a given range.
Salary step increases will be effective the first day of the pay period following appointment or revision. If the date of appointment or revision is the first day of a pay period, salary step increases will be as of that date.

Changes in an employee’s salary because of promotion, demotion, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee, which date will be as stated in the preceding paragraph.

Salary range adjustments for a classification will not set a new salary anniversary date for employees’ serving in that classification.

17.5 Salary Step After Military Leave

All employees who have been granted military leave will, upon their return to the City service, be entitled to the automatic salary advances within the range of their classification for the period they were in the military service.

17.6 Salary Step When Salary Range Is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies will be entitled to the step in the revised range which corresponds to the employee’s step held in the previous range, unless otherwise specifically provided for by the Director of Human Resources.

17.7 Salary Step After Promotion or Demotion

(a) When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a salary equal to, or greater than the minimum rate for the higher class, that employee will be entitled to the next step in the salary scale of the higher class which is at least five percent (5%) above the employee’s current base salary, except that the next step will not exceed the maximum salary of the higher class. Add pays are not included in the calculation of base salary for purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit’s salary on promotion rules will apply.

(b) When an employee is demoted, whether such demotion is voluntary or otherwise, that employee’s compensation will be adjusted to the salary prescribed for the class to which demoted.
STOCKTON CITY EMPLOYEES’ ASSOCIATION SUCCESSOR MOU
Term: July 1, 2016 – June 30, 2019
ADMINISTRATIVE, CLERICAL AND SERVICES UNIT
PROFESSIONAL AND TECHNICAL UNIT

(1) If the salary of an employee is reduced for cause or disciplinary reasons, the employee will receive the salary at the step ordered by the Appointing Authority.

(2) If the salary of the employee is reduced through no fault of the employee (i.e., layoff), the employee will be placed at the highest step in the lower salary range that does not exceed the employee’s monthly salary immediately prior to the reduction.

(c) “Y” Rate

When an employee’s classification is changed to a lower paid classification as the result of a classification study or other action, the employee may be placed on a “Y” rate. A “Y” rate means that the monthly compensation for the employee will remain in effect until such time as further changes in the pay range of the new classification exceeds the “Y” rate.

17.8 Salary on Transfer

An employee may be transferred from a class in one department, or to a position of the same class in another department, or to a comparable class, with the approval of both the employee and department heads. In the case of a comparable class, the employee must be qualified, as determined by the Director of Human Resources. The Director of Human Resources, in making such a determination, must assure that the maximum salary rate for the classes in question are within one percent (1%) and will consider, among other things, whether the employee possesses the minimum qualifications for such class, and is able to demonstrate through education, experience, or successful completion of pertinent test, that he/she is qualified for the transfer. If the transfer involves a change from the jurisdiction of one appointing authority to another, both must consent thereto.

17.9 Salary on Reinstatement

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, the salary will not be higher than the salary at the time of employee’s separation unless there has been an increase within the salary range.
17.10 Acting Pay

Any employee who is assigned in writing to work in a higher paid classification and who performs a majority of the duties of that higher position, will receive the rate of pay at a step in the range of the higher classification which would have been received if the employee had been promoted into that classification. Such written authorization must be made by the appointing authority and must be made prior to the effective date of the acting assignment. Compensation for acting pay will be for the full work shift.

Time in acting status does not normally qualify an employee for future step increases.

17.11 Special Assignment Pay

The City Manager may approve additional compensation in an amount not to exceed one additional salary step for bargaining unit employees assigned for the duration of special assignment to additional duties, responsibilities or hours.

17.12 Temporary Upgrade Pay

Hourly or daily rate of pay upgrade for employees who are assigned to temporarily perform the duties of other employees of a higher level classification. The employee must not perform any of the duties for their own job classification while working in the higher level classification.

17.13 Pay Equity Adjustments

The City recognizes that there may be a need for pay equity salary adjustments for selected classifications, as a result of recruitment problems, reclassifications, and/or organizational changes during the year. The City, in its sole discretion, may make such pay equity adjustments, but agrees to discuss such changes with SCEA.

17.14 Bi-Weekly Pay Period

The City and the Association agree to move to bi-weekly pay as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system. The parties agree to meet and confer on identified impacts regarding the pay period change.
ARTICLE 18. VOLUNTARY TRANSFER

A bargaining unit employee may apply for a transfer to a position in the same or comparable classification in accordance with the City Civil Service Rules. In the case of a comparable class, the employee must be qualified, as determined by the Director of Human Resources in accordance with Article 17.8. Such request must be submitted in writing to the Human Resources Department. The names of such bargaining unit employees together with other eligible applicants, will be forwarded to the department head to fill existing vacancies. Such bargaining unit employees will not be accorded any hiring preference.
ARTICLE 19. SEVERABILITY OF PROVISIONS

In the event that any provision of this MOU is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum will be null and void but such nullification will not affect any of the other provisions of this MOU, all of which will remain in full force and effect.
ARTICLE 20. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this MOU.

This MOU will supersede all existing Memoranda of Understanding between the City and SCEA.
ARTICLE 21. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. Neither party will, during the term of this MOU, demand any change therein nor will either party be required to negotiate with respect to any matter; provided that nothing herein will prohibit the parties from changing the terms of this MOU by mutual agreement.
ARTICLE 22. DURATION OF AGREEMENT

This MOU will be effective the date of execution, and will remain in full force and effect to and including the 30th day of June 2019.
(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, SCEA and each employee represented thereby agrees that from the date of execution through and inclusive of June 30, 2019 SCEA or any person acting in its behalf, or each employee in a classification represented by SCEA, will not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, or refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

(b) An employee will not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction, that the employee is, or has, engaged in any activity prohibited by Section (a) of this Article. The City may take other action, which it deems appropriate.

(c) If the City Council, by majority vote, determines to its satisfaction, that Section (a) of this Article has been violated by SCEA, the City may take such remedial action as it deems appropriate.

(d) SCEA recognizes the duty and obligation of its representatives and members to comply with the provisions of this MOU and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by Subsection (a) hereinabove, SCEA agrees to take supererogatory steps necessary to assure compliance with this MOU.

(e) The Rights of the City as set forth in Section 5 of Resolution #32,538, dated August 4, 1975, are incorporated herein by reference.
IN WITNESS WHEREOF, this Memorandum of Understanding was ratified by a membership vote of SCEA on May 30, 2016, and by an affirmative vote of the Stockton City Council on June 7, 2016. The parties hereto have executed this Memorandum of Understanding this 1st day of June, 2016.

Stockton City Employees' Association

Sabine Verelst  
President

Andrea Spurlin  
First Vice President

Veronica Segura  
Director

Elaine Kluve  
Director

Approved as to form:  
ROSE LAW APC

By:

Joseph W. Rose  
Attorney for SCEA

City of Stockton

KuH Wilson  
City Manager

DeAnna L. Solina, Esq.  
Director of Human Resources

Approved as to form:  
John Luebberke, City Attorney

By:

Marci Arredondo  
Deputy City Attorney

By:

Allyson Hauck  
Negotiator for the City

ATTEST:  
BONNIE PAIGE  
CITY CLERK

BONNIE PAIGE  
City Clerk
APPENDIX A – FLSA EXEMPT JOB CLASSIFICATIONS

Administrative Analyst II
Assessment District Program Coordinator
Assistant Architect
Assistant Civil Engineer
Assistant Engineer
Assistant Engineer/Traffic
Assistant Landscape Architect
Assistant Planner
Assistant Traffic Engineer
Associate Planner
Code Analyst
Economic Development Analyst
Golf Professional
Junior Engineer
Junior Engineer/Traffic
Project Manager II
Project Manager III
Senior Real Property Agent
### APPENDIX B – MARKET ADJUSTMENTS

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**Year 1 - With Market Adjustment**
- 3,516.01
- 3,895.45
- 3,884.58
- 4,084.64
- 4,293.19
- 4,513.83

**COLA year 2 (0%)**
- -

**MA year 2 (2.3%)**
- 73.52
- 77.27
- 61.22
- 85.41
- 89.77
- 94.38

**Year 2 - With Market Adjustment**
- 3,589.52
- 3,772.72
- 3,965.81
- 4,170.05
- 4,382.95
- 4,608.21

**COLA year 3 (0%)**
- -

**MA year 3 (0%)**
- -

**Year 3 - With Market Adjustment**
- 3,589.52
- 3,772.72
- 3,965.81
- 4,170.05
- 4,382.95
- 4,608.21

**Circulation Assistant I**
- 2,620.02
- 2,753.85
- 2,894.99
- 3,043.46
- 3,199.23
- 3,333.38

**COLA year 1 (6%)**
- 157.20
- 165.23
- 173.70
- 182.61
- 191.85
- 201.80

**MA year 1 (4%)**
- 104.80
- 110.15
- 115.80
- 121.74
- 127.97
- 134.54

**Year 1 - With Market Adjustment**
- 2,882.02
- 3,028.24
- 3,184.49
- 3,347.81
- 3,518.15
- 3,699.72

**COLA year 2 (0%)**
- -

**MA year 2 (10%)**
- 262.00
- 275.39
- 289.50
- 304.35
- 319.92
- 338.34

**Year 2 - With Market Adjustment**
- 3,144.02
- 3,304.62
- 3,473.99
- 3,652.15
- 3,839.05
- 4,036.06

**COLA year 3 (0%)**
- -

**MA year 3 (0.3%)**
- 7.86
- 8.26
- 8.68
- 9.13
- 9.60
- 10.09

**Year 3 - With Market Adjustment**
- 3,151.88
- 3,312.88
- 3,462.67
- 3,601.28
- 3,848.67
- 4,046.15

**Circulation Assistant II**
- 2,866.63
- 3,035.09
- 3,189.83
- 3,353.96
- 3,525.43
- 3,708.30

**COLA year 1 (6%)**
- 173.20
- 182.11
- 191.38
- 201.24
- 211.53
- 222.39

**MA year 1 (4%)**
- 115.47
- 121.40
- 127.59
- 134.16
- 141.02
- 148.25

**Year 1 - With Market Adjustment**
- 3,175.29
- 3,338.60
- 3,508.81
- 3,689.36
- 3,877.97
- 4,076.93

**COLA year 2 (0%)**
- -

**MA year 2 (10%)**
- 288.66
- 303.51
- 318.98
- 335.40
- 352.54
- 370.63

**Year 2 - With Market Adjustment**
- 3,463.96
- 3,642.11
- 3,827.80
- 4,024.75
- 4,230.52
- 4,447.50

**COLA year 3 (0%)**
- -

**MA year 3 (0.3%)**
- 8.66
- 9.11
- 9.57
- 10.06
- 10.58
- 11.12

**Year 3 - With Market Adjustment**
- 3,472.62
- 3,651.21
- 3,837.37
- 4,034.81
- 4,241.09
- 4,458.88

**Community Development technician**
- 3,715.47
- 3,865.60
- 4,105.48
- 4,316.25
- 4,536.80
- 4,769.29

City of Stockton and Stockton City Employees’ Association

Memorandum of Understanding 77
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<th>MA year 2 (4.2%)</th>
<th>MA year 3 (0%)</th>
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<th>Year 2 - With Market Adjustment</th>
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| Senior Geographic Information Systems Analyst | 5,907.64 | 6,211.06 | 6,528.83 | 6,863.92 | 7,215.72 | 7,565.25 |
| COLA year 1 (6%) | 354.46 | 372.66 | 391.72 | 411.84 | 432.94 | 455.12 |
| MA year 1 (4%) | 235.31 | 248.44 | 261.15 | 274.56 | 288.83 | 303.41 |
| Year 1 - With Market Adjustment | 6,498.40 | 6,832.17 | 7,181.49 | 7,550.31 | 7,937.29 | 8,343.78 |
| COLA year 2 (0%) | - | - | - | - | - | - |
| MA year 2 (4.7%) | 277.88 | 291.92 | 308.85 | 322.60 | 339.14 | 356.91 |
| Year 2 - With Market Adjustment | 6,776.08 | 7,124.09 | 7,488.34 | 7,872.92 | 8,276.43 | 8,700.28 |
| COLA year 3 (0%) | - | - | - | - | - | - |
| MA year 3 (0%) | - | - | - | - | - | - |
| Year 3 - With Market Adjustment | 6,776.08 | 7,124.09 | 7,488.34 | 7,872.92 | 8,276.43 | 8,700.28 |

| Senior Network Support Analyst | 5,532.45 | 5,816.59 | 6,114.00 | 6,427.99 | 6,757.46 | 7,130.51 |
| COLA year 1 (6%) | 331.95 | 349.00 | 368.84 | 385.68 | 405.45 | 426.21 |
| MA year 1 (4%) | 221.30 | 232.68 | 244.56 | 257.12 | 270.30 | 284.14 |
| Year 1 - With Market Adjustment | 6,085.70 | 6,398.25 | 6,725.40 | 7,070.79 | 7,433.21 | 7,813.96 |
| COLA year 2 (0%) | - | - | - | - | - | - |
| MA year 2 (10%) | 553.25 | 581.66 | 611.40 | 642.80 | 675.75 | 710.39 |
| Year 2 - With Market Adjustment | 6,638.94 | 6,879.91 | 7,336.80 | 7,713.59 | 8,108.85 | 8,524.21 |
| COLA year 3 (0%) | - | - | - | - | - | - |
| MA year 3 (1.8%) | 105.12 | 110.62 | 118.17 | 122.13 | 128.39 | 134.97 |
| Year 3 - With Market Adjustment | 6,744.06 | 7,090.42 | 7,452.97 | 7,835.72 | 8,237.34 | 8,659.18 |

| Senior Police Records Assistant | 3,593.39 | 3,777.40 | 3,970.81 | 4,174.69 | 4,387.97 | 4,612.75 |
| COLA year 1 (6%) | 215.60 | 226.64 | 238.25 | 250.48 | 263.28 | 276.77 |
| MA year 1 (4%) | 143.74 | 151.10 | 158.83 | 165.99 | 175.52 | 184.51 |
| Year 1 - With Market Adjustment | 3,852.73 | 4,146.14 | 4,367.88 | 4,592.16 | 4,826.77 | 5,074.03 |
| COLA year 2 (0%) | - | - | - | - | - | - |
| MA year 2 (5.7%) | 204.82 | 215.31 | 226.34 | 237.96 | 250.11 | 262.93 |
| Year 2 - With Market Adjustment | 4,157.55 | 4,361.45 | 4,594.23 | 4,830.12 | 5,076.88 | 5,336.95 |
| COLA year 3 (0%) | - | - | - | - | - | - |
| MA year 3 (5%) | - | - | - | - | - | - |
| Year 3 - With Market Adjustment | 4,157.55 | 4,370.45 | 4,594.23 | 4,830.12 | 5,076.88 | 5,336.95 |

<p>| Senior Systems Analyst | 6,890.77 | 6,182.80 | 6,498.93 | 6,832.69 | 7,162.90 | 7,550.74 |
| COLA year 1 (6%) | 352.85 | 370.97 | 389.94 | 409.96 | 430.97 | 453.04 |</p>
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- Systems Analyst I
  - COLA year 1 (6%) 4,022.76 4,228.42 4,445.83 4,873.82 4,912.39 5,165.07
  - MA year 1 (4%) 180.91 169.14 177.83 186.95 196.50 206.60
  - **Year 1 - With Market Adjustment** 4,425.04 4,051.26 4,890.41 5,141.20 5,403.63 5,681.58
  - COLA year 2 (0%) - - - - - -
  - MA year 2 (5%) 201.14 211.42 222.29 233.69 245.62 256.25
  - **Year 2 - With Market Adjustment** 4,626.17 4,862.68 5,112.70 5,374.89 5,649.25 5,939.63
  - COLA year 3 (0%) - - - - - -
  - MA year 3 (0%) - - - - - -
  - **Year 3 - With Market Adjustment** 4,626.17 4,862.68 5,112.70 5,374.89 5,649.25 5,939.83

- Systems Analyst II
  - COLA year 1 (5%) 4,961.75 5,216.77 5,483.55 5,764.42 6,060.57 6,370.83
  - MA year 1 (4%) 297.71 313.01 329.01 345.87 363.83 382.25
  - **Year 1 - With Market Adjustment** 5,457.96 5,738.46 6,031.91 6,340.88 6,664.46 7,007.91
  - COLA year 2 (0%) - - - - - -
  - MA year 2 (5%) 248.09 260.84 274.18 288.22 303.03 318.54
  - **Year 2 - With Market Adjustment** 5,706.01 5,999.29 6,306.08 6,629.08 6,969.66 7,326.45
  - COLA year 3 (0%) - - - - - -
  - MA year 3 (0%) - - - - - -
  - **Year 3 - With Market Adjustment** 5,706.01 5,999.29 6,306.08 6,629.08 6,969.66 7,326.45

- Community Service Officer I
  - COLA year 1 (6%) 3,193.55 3,346.65 3,518.11 3,698.38 3,888.22 4,087.91
  - MA year 1 (1.5%) 191.01 200.80 211.09 221.94 233.29 245.27
  - **Year 1 - With Market Adjustment** 3,434.06 3,611.04 3,799.04 3,991.20 4,195.39 4,410.85
  - COLA year 2 (0%) - - - - - -
  - MA year 2 (0%) - - - - - -
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  - MA year 3 (0%) - - - - - -
  - **Year 3 - With Market Adjustment** 3,435.06 3,611.04 3,796.04 3,991.20 4,195.39 4,410.85

- Community Service Officer II
  - COLA year 1 (6%) 3,420.88 3,596.52 3,780.53 3,974.99 4,178.67 4,392.15
  - MA year 1 (1.9%) 205.25 215.79 226.83 238.50 250.73 263.53
  - **Year 1 - With Market Adjustment** 3,691.13 3,806.68 4,079.19 4,289.01 4,509.00 4,739.13
  - COLA year 2 (0%) - - - - - -
  - MA year 2 (0%) - - - - - -
  - **Year 2 - With Market Adjustment** 3,691.13 3,806.68 4,079.19 4,289.01 4,509.00 4,739.13
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City of Stockton and Stockton City Employees’ Association

Memorandum of Understanding 82
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**Assistant Engineer**

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**Assistant Engineer/Traffic**

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**Combination Inspector I**

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<td>Geographic Information</td>
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<tr>
<td>Systems Specialist II</td>
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<td>COLA year 1 (6%)</td>
<td>4,257.83</td>
<td>4,493.31</td>
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<td>66.65</td>
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<td>4,692.10</td>
<td>4,832.78</td>
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<td>COLA year 2 (0%)</td>
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<tr>
<td>MA year 2 (0%)</td>
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<tr>
<td>Year 2 - Without Market Adjustment</td>
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<tr>
<td>Senior Accountant</td>
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<td>5,687.35</td>
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<td>64.93</td>
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<td>5,800.66</td>
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<td>MA year 2 (0%)</td>
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<td>Year 2 - Without Market Adjustment</td>
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<td>COLA year 3 (0%)</td>
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<tr>
<td>MA year 3 (0%)</td>
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<td>Systems Specialist</td>
<td>291.13</td>
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<td>63.08</td>
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<tr>
<td>Year 1 - With Market Adjustment</td>
<td>5,206.41</td>
<td>5,473.71</td>
<td>5,753.65</td>
<td>6,048.81</td>
<td>6,357.90</td>
<td>6,684.73</td>
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<td>COLA year 2 (0%)</td>
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<td>MA year 2 (0%)</td>
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<td>MA year 3 (0%)</td>
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<td>Year 3 - With Market Adjustment</td>
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<td>5,473.71</td>
<td>5,753.65</td>
<td>6,048.81</td>
<td>6,357.90</td>
<td>6,684.73</td>
</tr>
</tbody>
</table>
**CONTRACT ROUTING FORM**

**Contract Number** 2016-08-07-1209-A1

**Contract Type** (select one)
- Original
- Amendment/Renewal/Change Order
- Subdivision Agreement
- Grant
- Other JULY 1, 2016 - JUNE 30, 2019

**Contract Information**

- **Contract Amount:** $75,000
- **Contract Title:** SCEA MOU 07/01/2016-06/30/2019
- **Vendor/Other Party:** STOCKTON CITY EMPLOYEES' ASSOCIATION
- **Contract Start Date:** 07/01/2016
- **Contract End Date:** 06/30/2019
- **Contract Term:** 3 YEARS

**Council Approval Required?**
- Yes
- No (provide account # if no)

- **Council approval required for contracts over $75,000** for FISCAL YEAR: 2016-2017
- **Motion/Resolution/Ordinance No.:** 2016-08-07-1209
  - Must be Attached

**Required Documents** (The following documents shall be submitted with the signed contract when required):
- **Business License Required?** Yes
- **Bonds Required?** Yes
- **Insurance Required?** Yes
- **Notary Required?** Yes
- **Recordation Required?** No

**Routing Order**

1. **Department:** HUMAN RESOURCES

   **Department Head Approval** DEANNA L. SOLINA
   **Project Mgr:** MARISA GUERRERO ext: 7584
   **Staff:** ROSEMARIE MAGLIONE ext: 8629
   **Forwarded to:** SHERRI ASAKAWA on: 06/29/16
   **By:**

2. **Vendor/Other Party**
   - Signed ( ) originals on:
   - Forwarded to:
   - By:

3. **Risk Services**
   - Insurance approved on: by:
   - Bonds approved on: by:
   - Forwarded to:
   - By:

4. **CITY ATTORNEY**
   - Approved as to Form and Content on: 7/15/11
   - Forwarded to:
   - By:

5. **CITY MANAGER**
   - Signed by City Manager on: 7/19/11
   - Forwarded to:
   - By:

6. **CITY CLERK**
   - City Clerk attested on: 7/21/11
   - Returned (2) original(s) to dept. on: 7/21/11
   - Retained (1) original(s) for City's file. Hard Copy on file? Yes ☐ No ☐
   - OB #

7. **Originating Department:** HUMAN RESOURCES
   - Requisition No.
   - Original sent to vendor on:
   - By:

   **Copy of contract to be retained by department. Original on file in the Clerk's office.**
   - Copy of contract sent to Purchasing on:
   - By:

**Purchasing:** Purchase Order No. PUR No.