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>
</tbody>
</table>
# INDEX

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Absence Without Official Leave (AWOL)</td>
<td>30-31</td>
</tr>
<tr>
<td>Acting Pay</td>
<td>47-48</td>
</tr>
<tr>
<td>Adoption/Paternal Leave</td>
<td>30</td>
</tr>
<tr>
<td>Advance Notice</td>
<td>9</td>
</tr>
<tr>
<td>Agency Fee</td>
<td>2-8</td>
</tr>
<tr>
<td>Annual Verification of Agency Fee by Association</td>
<td>4</td>
</tr>
<tr>
<td>Assignment of Classifications</td>
<td>10</td>
</tr>
<tr>
<td>Association Security</td>
<td>1-10</td>
</tr>
<tr>
<td>Attendance at Meetings by Employees</td>
<td>9-10</td>
</tr>
<tr>
<td>Bereavement Leave</td>
<td>26</td>
</tr>
<tr>
<td>Birthday Holiday Leave</td>
<td>37</td>
</tr>
<tr>
<td>Call-Back Policy</td>
<td>35</td>
</tr>
<tr>
<td>Cash Payment Option</td>
<td>23</td>
</tr>
<tr>
<td>Compensation and Allowances Other Than Base Salary</td>
<td>38-42</td>
</tr>
<tr>
<td>Compensation for Holidays Worked</td>
<td>37</td>
</tr>
<tr>
<td>Compensatory Time</td>
<td>35-36</td>
</tr>
<tr>
<td>Compliance with Federal Laws</td>
<td>10-11</td>
</tr>
<tr>
<td>Court Appearance</td>
<td>26-27</td>
</tr>
<tr>
<td>Days and Hours of Work</td>
<td>31</td>
</tr>
<tr>
<td>Deferred Compensation</td>
<td>39</td>
</tr>
<tr>
<td>Definition of Agency Fee</td>
<td>3-4</td>
</tr>
<tr>
<td>Discipline</td>
<td>17-18</td>
</tr>
<tr>
<td>Doctor's Certificate or Other Proof (Sick Leave Usage)</td>
<td>25</td>
</tr>
<tr>
<td>Dues Deduction</td>
<td>1-2</td>
</tr>
<tr>
<td>Duration of Agreement</td>
<td>50</td>
</tr>
<tr>
<td>Education Incentive Pay</td>
<td>41-42</td>
</tr>
<tr>
<td>Employee Educational Assistance</td>
<td>41</td>
</tr>
<tr>
<td>Employee Options (Layoff)</td>
<td>14-15</td>
</tr>
<tr>
<td>Employee Rights (Agency Fee)</td>
<td>10</td>
</tr>
<tr>
<td>Employees Exempted from Obligation to Pay Association</td>
<td>4-6</td>
</tr>
<tr>
<td>Fair Labor Standards Act</td>
<td>11</td>
</tr>
<tr>
<td>Family Sick Leave</td>
<td>23-24</td>
</tr>
<tr>
<td>Fire Telecommunications Overtime</td>
<td>36</td>
</tr>
<tr>
<td>Grievance Procedures</td>
<td>18-21</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

---

**INDEX**
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reemployment</td>
<td>16</td>
</tr>
<tr>
<td>Refusal of Leave or Failure to Return After Leave</td>
<td>30</td>
</tr>
<tr>
<td>Regular Part-Time Employees</td>
<td>32</td>
</tr>
<tr>
<td>Reporting Procedures for Sick Leave</td>
<td>24</td>
</tr>
<tr>
<td>Reporting to Work</td>
<td>33</td>
</tr>
<tr>
<td>Rest Period During Overtime</td>
<td>34</td>
</tr>
<tr>
<td>Retention/Rejection of Probationaner</td>
<td>11-12</td>
</tr>
<tr>
<td>Retirement Contribution Supplement</td>
<td>38</td>
</tr>
<tr>
<td>Retirement Medical Allowance</td>
<td>43</td>
</tr>
<tr>
<td>Retirement Medical Supplement</td>
<td>43-44</td>
</tr>
<tr>
<td>Salaries</td>
<td>44</td>
</tr>
<tr>
<td>Salary Adjustments</td>
<td>49</td>
</tr>
<tr>
<td>Salary Equivalents</td>
<td>44</td>
</tr>
<tr>
<td>Salary on Reinstatement</td>
<td>47</td>
</tr>
<tr>
<td>Salary on Transfer</td>
<td>47</td>
</tr>
<tr>
<td>Salary Ranges</td>
<td>44</td>
</tr>
<tr>
<td>Salary Step After Military Leave</td>
<td>46</td>
</tr>
<tr>
<td>Salary Step After Promotion or Demotion</td>
<td>46-47</td>
</tr>
<tr>
<td>Salary Step Plan</td>
<td>45-46</td>
</tr>
<tr>
<td>Salary Step Plan - Pay Equity Implementation</td>
<td>48</td>
</tr>
<tr>
<td>Salary Step When Salary Range is Increased</td>
<td>46</td>
</tr>
<tr>
<td>Salary Upon Appointment</td>
<td>44</td>
</tr>
<tr>
<td>Scope of Agreement</td>
<td>49-50</td>
</tr>
<tr>
<td>Scope of Arbitration</td>
<td>19-20</td>
</tr>
<tr>
<td>Separability of Provisions</td>
<td>49</td>
</tr>
<tr>
<td>Shift Bidding</td>
<td>33</td>
</tr>
<tr>
<td>Sick Leave</td>
<td>23-26</td>
</tr>
<tr>
<td>Sick Leave Accrual</td>
<td>23</td>
</tr>
<tr>
<td>Sick Leave Usage</td>
<td>23</td>
</tr>
<tr>
<td>Special Assignment Pay</td>
<td>48</td>
</tr>
<tr>
<td>Uniform Allowance</td>
<td>39-40</td>
</tr>
<tr>
<td>Unit Members' Obligation to Exclusive Representative</td>
<td>3</td>
</tr>
<tr>
<td>Use of City Facilities</td>
<td>8-9</td>
</tr>
<tr>
<td>Use of Sick Leave While on Vacation</td>
<td>26</td>
</tr>
<tr>
<td>Vacation Allowance</td>
<td>21-22</td>
</tr>
<tr>
<td>Vacation Allowance for Separated Employees</td>
<td>22</td>
</tr>
<tr>
<td>Vacation Leave</td>
<td>21-23</td>
</tr>
<tr>
<td>Vacation Scheduling</td>
<td>22</td>
</tr>
<tr>
<td>Verification Procedures (Sick Leave)</td>
<td>25</td>
</tr>
<tr>
<td>Voluntary Layoff</td>
<td>15-16</td>
</tr>
<tr>
<td>Voluntary Resignation</td>
<td>30</td>
</tr>
</tbody>
</table>
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

Voluntary Transfer ......................................................... 49
Workers' Compensation Benefits ................................. 28-29
Workers' Compensation Leave ................................. 28-29
Workweek ................................................................. 31
"Y" Rate ................................................................. 47

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)

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 checkoff 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 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).
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)

(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
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)

(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.
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.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

(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 non-duty hours of all employees concerned. Pre-arrangement 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 of 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.
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)

(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 fifth 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, pre-employment matters, and reports concerning criminal investigations of the employee.
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
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
(b) provisional
(c) temporary
(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 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 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:
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.

CITY OF STOCKTON
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

(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 herein above 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.

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.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

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.

(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.
(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.
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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Less than one and one-half (1 1/2) years continuous employment</td>
<td>80</td>
</tr>
<tr>
<td>(2) After one and one-half (11/2) to seven and one-half (7 1/2) years</td>
<td>120</td>
</tr>
<tr>
<td>continuous employment</td>
<td></td>
</tr>
<tr>
<td>(3) After seven and one-half (7 1/2) to fifteen (15) years continuous</td>
<td>160</td>
</tr>
<tr>
<td>employment</td>
<td></td>
</tr>
<tr>
<td>(4) After fifteen (15) to twenty-five (25) years continuous employment</td>
<td>200</td>
</tr>
</tbody>
</table>
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

(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.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

(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.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

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.

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.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

(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:
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

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
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

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.

(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.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

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)

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
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)

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.

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.
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.
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 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)

(d) **Payment.** Once forty (40) hours of Compensatory Time is accrued on the books, all other hours worked in excess of forty (40) in a seven (7) day work period will automatically be paid.

Any Compensatory Time balance remaining at the end of fiscal year will automatically be paid.

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
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.
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, effective upon adoption by Stockton City Council and P.E.R.S. Administration Board.

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), effective upon adoption by the Stockton City Council and PERS Administration Board.

The City will make application to provide PERS California Government Code Section 20965 (Credit for Unused Sick Leave) as added PERS benefits, 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 California Government Code Section 21382.5 (Fourth Level of 1959 Survivor Benefits) as added PERS benefits, to be effective upon adoption by the Stockton City Council and PERS Administration Board.

CITY OF STOCKTON
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)

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 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.

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

CITY OF STOCKTON

41
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

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.

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 (January 1, 1997 - December 31, 2002).

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.

(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.
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
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 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.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

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
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.

(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.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

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.

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)

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 2002, and shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of January 1997, 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, 2002, 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 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.
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 9th 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

MARY MAZZERA MORELY, S.J.P.E.A.
BOARD MEMBER

City of Stockton

DWANE MILNES
CITY MANAGER

GEORGE E. 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:

APPROVED AS TO FORM:
R. THOMAS HARRIS, CITY ATTORNEY
BY:

CITY OF STOCKTON

51
CITY OF STOCKTON
MODIFIED EMPLOYEE MEDICAL PLAN (BENEFIT RECAP)

<table>
<thead>
<tr>
<th>Deductible</th>
<th>$150 per person, per year ($450 per family maximum).</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000 Lifetime $ Maximum</td>
<td>Any prior years' expenses toward medical maximum will <strong>NOT</strong> be applied toward employee's lifetime max. for this modified employee medical plan.</td>
</tr>
<tr>
<td>Rx</td>
<td>100%</td>
</tr>
<tr>
<td>Hospitalization</td>
<td>100%</td>
</tr>
<tr>
<td>Surgeon/Anesthesiologist</td>
<td>100%</td>
</tr>
<tr>
<td>Outpatient Surgery</td>
<td>100%</td>
</tr>
<tr>
<td>Outpatient Lab/Xray</td>
<td>100%</td>
</tr>
<tr>
<td>OB Maternity</td>
<td>100%</td>
</tr>
<tr>
<td>Home Health Care and Hospice</td>
<td>100%</td>
</tr>
<tr>
<td>Radiation/Chemotherapy/Dialysis</td>
<td>100%</td>
</tr>
<tr>
<td>Emergency Room</td>
<td>100%</td>
</tr>
<tr>
<td>ER Physician</td>
<td>100%</td>
</tr>
<tr>
<td>Ambulance</td>
<td>80%</td>
</tr>
<tr>
<td>Preventive Care</td>
<td>80%</td>
</tr>
<tr>
<td>Phys. Office Visits</td>
<td>80%</td>
</tr>
<tr>
<td>Chiropractic Visits</td>
<td>80%</td>
</tr>
<tr>
<td>Other Covered Services</td>
<td>80%</td>
</tr>
<tr>
<td>Outpatient Psychotherapy</td>
<td>80%</td>
</tr>
<tr>
<td>Inpatient Psychiatric</td>
<td>80%</td>
</tr>
<tr>
<td>Alcohol and Drug Counseling/ Detox/Treatment</td>
<td>80%</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.
MEMORANDUM OF UNDERSTANDING (SJPEA MASTER AGREEMENT)

APPENDIX "A"

SALARY ADJUSTMENTS FOR CALENDAR YEAR 1997

Effective January 1, 1997, 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, 1997, 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 1998

Effective January 1, 1998, 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, 1998, 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 1999

Effective January 1, 1999, 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, 1999, 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 (SJPEA MASTER AGREEMENT)

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).
WHEREAS, on December 9, 1996, by Resolution No. 96-0575, the City Council accepted and approved the Master Agreement, San Joaquin Public Employees' Association Memorandum of Understanding ("MOU") agreed to between the City of Stockton by and through the City Manager and the San Joaquin Employees' Association expiring on December 31, 2002; and

WHEREAS, the City Council considered equity requests submitted by employees, departments and/or the unions/associations in a closed session on May 27, 1997. The City Council also considered establishing salary ranges for new or revised classifications. The City Council consulted with its labor negotiator regarding equity adjustments and/or the establishment of new or revised salary ranges for the classifications, as follows: San Joaquin Public Employees' Association (Master Agreement), Mid-Management/Supervisory Level Unit, Operating Engineers' Local 3 and Unrepresented Management/Confidential Employees' Compensation Plan; and

WHEREAS, the affected employee bargaining units have indicated their concurrence with the Council's recommended parameters regarding those classes for which equity adjustments or salary ranges for new or revised classifications have been recommended; and

WHEREAS, the parties find it necessary to amend said MOU between the City of Stockton and SAN JOAQUIN PUBLIC EMPLOYEES' ASSOCIATION (MASTER AGREEMENT) affecting the new or revised salary ranges for positions listed in Attachment "A"; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:
1. That the "Addendum to Memorandum of Understanding between City of Stockton and San Joaquin Public Employees' Association (Master Agreement) (January 1, 1997 through December 31, 2002)," is hereby accepted and approved by this City Council, effective June 1, 1997. A copy of said Addendum is attached as Attachment "A" and incorporated by this reference.

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

PASSED, APPROVED and ADOPTED JUN 23 1997

GARY A. PODESTO, Mayor of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER City Clerk of the City of Stockton
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</td>
<td>15V</td>
<td>$2220 - $2712</td>
</tr>
<tr>
<td>15963</td>
<td>Community Service Officer I</td>
<td>15M</td>
<td>$2062 - $2518</td>
</tr>
<tr>
<td></td>
<td>(Same as Community Service Officer)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10394</td>
<td>Storm Water Outreach Coordinator</td>
<td>10M</td>
<td>$3198 - $3906</td>
</tr>
</tbody>
</table>
Resolution No. 98-0265

STOCKTON CITY COUNCIL

WHEREAS, on December 9, 1996, by Resolution No. 96-0575, the City Council accepted and approved the Memorandum of Understanding ("MOU") between the City of Stockton and the San Joaquin Public Employees' Association for the period commencing January 1, 1997 and ending December 31, 2002; and

WHEREAS, in a closed session held on June 16, 1998, the City Council considered equity requests submitted by City employees, departments and/or employee unions/associations, considered establishing salary ranges for new or revised classifications, and consulted with the City's labor negotiator regarding the proposed equity adjustments and/or establishment of new and/or revised salary ranges for classifications within the San Joaquin Public Employees' Association; and

WHEREAS, the San Joaquin Public Employees' Association has indicated its concurrence with the Council's recommended parameters regarding those classifications for which equity adjustments and/or salary ranges for new and/or revised classifications have been recommended; and

WHEREAS, the parties find it necessary to amend the MOU between the City of Stockton and the San Joaquin Public Employees' Association to incorporate the equity adjustments and/or new and/or revised salary ranges for positions listed in "Attachment A" hereto; now, therefore,

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

1. That the "Addendum to San Joaquin Employees' Association (Master Agreement) (January 1, 1997 through December 31, 2002)," which is "Attachment A" hereto and incorporated by this reference, is hereby accepted and approved by this City Council, effective June 30, 1998.

98-0265
2. That the City Manager is hereby authorized and directed to take such action as deemed necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED \textit{JUN 30 1998}.

\textit{Gary A. Podesto, Mayor of the City of Stockton}

\textit{Katherine Gong Meissner, City Clerk of the City of Stockton}
## ATTACHMENT A

**ADDENDUM TO**

SAN JOAQUIN 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>10642</td>
<td>Accountant I</td>
<td>1AJ</td>
<td>$2822 - $3347</td>
</tr>
<tr>
<td>10500</td>
<td>Accountant II</td>
<td>10M</td>
<td>$3279 - $4005</td>
</tr>
<tr>
<td>10214</td>
<td>Assistant Civil Engineer</td>
<td>1BA</td>
<td>$4033 - $4457</td>
</tr>
<tr>
<td>10244</td>
<td>Assistant Traffic Engineer</td>
<td>1BA</td>
<td>$4033 - $4457</td>
</tr>
<tr>
<td>10610</td>
<td>Planning Technician I</td>
<td>1AQ</td>
<td>$2401 - $2932</td>
</tr>
<tr>
<td>10696</td>
<td>Planning Technician II</td>
<td>1AH</td>
<td>$2616 - $3195</td>
</tr>
<tr>
<td>10677</td>
<td>Senior Planning Technician</td>
<td>1AA</td>
<td>$3027 - $3697</td>
</tr>
<tr>
<td>10350</td>
<td>Public Works Inspector</td>
<td>10P</td>
<td>$3141 - $3836</td>
</tr>
<tr>
<td>10641</td>
<td>Real Property Agent I</td>
<td>1AF</td>
<td>$2859 - $3355</td>
</tr>
<tr>
<td>10454</td>
<td>Real Property Agent II</td>
<td>10U</td>
<td>$3192 - $3898</td>
</tr>
<tr>
<td>10413</td>
<td>Senior Real Property Agent</td>
<td>10I</td>
<td>$3257 - $4308</td>
</tr>
<tr>
<td>15790</td>
<td>Bookmobile/Driver Circulation Assistant</td>
<td>11B</td>
<td>$2232 - $2848</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 (MOU) for the San Joaquin Public Employees’ Association (now the Stockton City Employees’ Association) for the period commencing as of the date of execution of the MOU and ending December 31, 2002; and

WHEREAS, in a closed session held on June 29, 1999, the City Council considered equity requests submitted by City employees, departments, and/or employee unions/associations, considered establishing salary ranges for new or revised classifications, and consulted with and gave direction to the City Manager and the City’s labor negotiator regarding the proposed equity adjustments and/or establishment of new and/or revised salary ranges for various employee classifications; and

WHEREAS, in subsequent communications between City’s labor negotiator and representatives of the Stockton City Employees’ Association, the Stockton City Employees’ Association indicated its concurrence with the Council-recommended adjustments for classifications within its unit; and

WHEREAS, it is necessary to amend the MOU setting forth the terms and conditions of employment for the Stockton City Employees' Association to incorporate the equity adjustments and/or new and/or revised salary ranges as set forth in Attachment “A” hereto, which is incorporated herein by reference; now, therefore,

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

1. That Attachment “A” hereto is accepted and approved by the City Council effective July 1, 1999, and shall be attached as an addendum to the MOU setting forth the terms and conditions of employment for the Stockton City Employees’ Association.
2. That the City Manager is hereby authorized and directed to take or authorize such action as deemed necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED, AND ADOPTED AUG 10 1999

GARY A. PODESTO, Mayor of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
ATTACHMENT A

Addendum to
Stockton City Employees Association
(Master Agreement)
(January 1, 1997 through December 31, 2002)

Effective July 1, 1999

<table>
<thead>
<tr>
<th>Position No.</th>
<th>Position Title</th>
<th>Grade</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>10360</td>
<td>Junior Engineer</td>
<td>10R</td>
<td>$3506 - $3875</td>
</tr>
<tr>
<td>10202</td>
<td>Senior Building Inspector</td>
<td>10J</td>
<td>$3475 - $4244</td>
</tr>
<tr>
<td>10203</td>
<td>Senior Electrical Inspector</td>
<td>10J</td>
<td>$3475 - $4244</td>
</tr>
<tr>
<td>10204</td>
<td>Senior Plumbing/Mechanical Inspector</td>
<td>10J</td>
<td>$3475 - $4244</td>
</tr>
<tr>
<td>10399</td>
<td>Telecommunications Coordinator</td>
<td>11A</td>
<td>$2911 - $3556</td>
</tr>
</tbody>
</table>

99-0374