Attachment 3

Labor Unit MOU Language for Labor Proposal Changes

MEMORANDUM OF UNDERSTANDING

STOCKTON CITY EMPLOYEES' ASSOCIATION MASTER AGREEMENT

CONTENTS

ARTICLE 1. RECOGNITION 1

ARTICLE 2. ASSOCIATION SECURITY 2

2.1 Dues Deduction 2
2.2 Agency Fee 3
2.3 Use of City Facilities 9
2.4 Advance Notice 9
2.5 Attendance at Meetings by Employees 10
2.6 Employee Rights 10
2.7 Assignment of Classifications 10

ARTICLE 3. NON-DISCRIMINATION 11

ARTICLE 4. PROBATION 12

4.1 Purpose 12
4.2 Original Entrance and Promotional Positions 12
4.3 Retention/Rejection of Probationer 12

ARTICLE 5. PERFORMANCE EVALUATIONS 14

5.1 Preparation of Draft and Discussion with Employee 14
5.2 Employee Disagreement with Rating 14
5.3 Annual Evaluations 14

ARTICLE 6. PERSONNEL RECORDS 16

6.1 Inspection 16
6.2 Review and Response Before Adverse Action 16
6.3 Request for Removal of Records 16

ARTICLE 7. LAYOFF 17

7.1 Layoff 17
7.2 Layoff Scope 17
7.3 Notice of Layoff 18
7.4 Precedence by Employment Status 18
7.5 Order of Layoff and Employee Options 19
7.6 Health and Welfare Benefits During Layoff 19

7.7 Voluntary Layoff....20

ARTICLE 8. REEMPLOYMENT.... 21

8.1 Placement of Eligibility List for Position Held....21
8.2 Placement on Eligibility List for Qualifying Positions....21
8.3 Status Upon Reemployment....21
8.4 Temporary Employment....21

ARTICLE 9. DISCIPLINE.... 22

9.1 Predisciplinary Rights....22
9.2 Administrative Leave....22
9.3 Disciplinary Appeal Options....22

ARTICLE 10. GRIEVANCE PROCEDURES.... 24

10.1 Definition....24
10.2 Filing Deadline....24
10.3 Grievance Processing....24
10.4 Scope of Arbitration....26
10.5 Other Provisions....27

ARTICLE 11. LEAVES.... 28

11.1 Vacation Leave....28
11.2 Sick Leave....32
11.3 Other Leaves With Pay....35
11.4 Workers' Compensation Leave....39
11.5 Leave of Absence Without Pay....40
11.6 Absence Without Official Leave (AWOL)....41

ARTICLE 12. DAYS AND HOURS OF WORKERROR! BOOKMARK NOT DEFINED.

12.1 Workweek.... **Error! Bookmark not defined.**
12.2 Meal Periods and Rest Periods .... **Error! Bookmark not defined.**
12.3 Hourly Employees.... **Error! Bookmark not defined.**
12.4 Regular Part-Time Employees.... **Error! Bookmark not defined.**
12.5 Job Sharing .... **Error! Bookmark not defined.**
12.6 Reporting to Work.... **Error! Bookmark not defined.**
12.7 Shift Bidding .... **Error! Bookmark not defined.**
12.8 Work Furloughs .... **Error! Bookmark not defined.**

ARTICLE 13. OVERTIME 53

13.1 Overtime Authorization 53
13.2 Definition 53
13.3 Rest Period During Overtime 54
13.4 Compensatory Time Off (CTO) 54

ARTICLE 14. HOLIDAYS 56

14.1 Qualifying for Holiday Pay 56
14.2 Holidays Observed by the City 56
14.3 Compensation for Holidays Worked 58

ARTICLE 15. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY 59

15.1 Retirement Contribution Supplement 59
15.2 Deferred Compensation 60
15.3 Uniform Allowance 60
15.4 Standby Duty Pay 62
15.5 Call-Back Pay 62
15.6 Employee Educational Assistance 63
15.7 Mileage Expense Reimbursement 63
15.8 Educational Incentive Pay 63
15.9 Longevity Pay 63
15.10 ..... Voluntary Court Standby 64
15.11 ..... Bilingual Pay 64
15.12 Emergency Medical Services (EMS) Dispatcher Accreditation Pay 64

ARTICLE 16. INSURANCE PLANS 66

16.1 Health, Dental, Vision, and Prescription Benefits 66
16.2 Long Term Disability Insurance 68
16.3 Life Insurance 68
16.4 Retirement Medical Allowance for Bargaining Unit Employees Hired Prior to January 1, 2009 69
16.5 Retirement Medical Supplement for Bargaining Unit Employees Hired Prior to January 1, 2009 73
16.6 Defined Contribution for Retiree Medical for Bargaining Unit Employees Hired on or After January 1, 2009 73
16.7 Retiree Medical Trust for Unit Members Hired on or After January 1, 2009 74

ARTICLE 17. SALARIES 75

17.1 Salary Adjustments 75
17.2 Salary Upon Appointment 76
17.3 Salary Equivalents 76
17.4 Salary Step Plan 77
17.5 Salary Step After Military Leave 78
17.6 Salary Step When Salary Range Is Increased 78
17.7 Salary Step After Promotion or Demotion 78
17.8 Salary on Transfer 79
17.9 Salary on Reinstatement 79
17.10 ..... Acting Pay 79
17.11 ..... Special Assignment Pay 80
17.12 ..... Salary Survey Implementation 80
17.13 ..... Pay Equity Adjustments 80

ARTICLE 18. VOLUNTARY TRANSFER 81

ARTICLE 19. SEVERABILITY OF PROVISIONS 82

ARTICLE 20. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING 83

ARTICLE 21. SCOPE OF AGREEMENT 84

ARTICLE 22. DURATION OF AGREEMENT 85

ARTICLE 23. MAINTENANCE OF OPERATIONS/CITY RIGHTS 86

APPENDIX A - CITY OF STOCKTON'S MODIFIED EMPLOYEE MEDICAL PLAN (BENEFIT RECAP) 89

APPENDIX B – CITY OF STOCKTON 2007 CLASSIFICATION AND COMPENSATION STUDY 91

Appendix C – Release of Claims

ARTICLE 1. RECOGNITION

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

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

(1) Administrative, Clerical and Services Unit; and

(2) Professional and Technical Unit

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

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

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

(f) This Memorandum shall be presented to the City Council of the City of Stockton, as the joint recommendations of the undersigned, for the period commencing the date of execution, unless specifically stated otherwise, and ending June 30, 2013~~, 2014~~.

ARTICLE 2. ASSOCIATION SECURITY

2.1 Dues Deduction

(a) **General**

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

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

(3) **Additional authorization shall not be required for deduction of increased membership dues when such increase has been duly approved by the membership of the Association. Notification of such approval shall be forwarded to the City in the form of written notice of official Association letterhead and signed by the Association President or other duly authorized Association official. Upon receipt of notification, the City shall authorize the payroll deduction of the increased amount.**

[ADDED from 11/13/2009 SIDELETTER]

~~(3)~~ (4) Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.

~~(4)~~(5) In addition to the deduction of dues, the City will deduct from the paychecks of Association members who request it premiums for group insurance and investment plans sponsored by the Association. Such deductions shall be made in one lump sum and only upon signed authorization from the employee upon a form satisfactory to the City. ~~Such authorizations may be made or changed no more frequently than twice yearly.~~

[ADDED from 11/13/2009 SIDELETTER]

~~(5)~~(6) The employee's earnings must be sufficient after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a nonpaid status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a nonpaid status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the employee organization deduction.

(b) **Indemnity and Refund**

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

2.2 Agency Fee

(a) **Employee Rights**

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

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

(b) **Bargaining Unit Employees' Obligation to Exclusive Representative**

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

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

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

(c) **Definition of Agency Fee**

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

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

(d) **Exceptions**

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

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

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

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

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

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

(A) Women's Center of San Joaquin County

(B) United Way

(C) Any charity jointly agreed in writing by the parties

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

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

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

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

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

(g) **Escrow Account**

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

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

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

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

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

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

(i) **Payment Method/Payroll Deduction**

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

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

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

(j) Obligations of Parties

(1) City's Obligations

The City's obligation under this Article is to notify any bargaining unit employee who has failed to comply with the provisions of this Article that, as a condition of continued employment with the City, such bargaining unit employee must become an Association member, or pay a agency fee, or establish an exemption status and make payment pursuant to provisions of Article 2.2, Sections 0 and 0 . Under no circumstances shall the City be required to dismiss or otherwise discipline any unit member for failure to fulfill his/her obligations to pay the fees established herein.

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

(2) Association's Obligations

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

(k) Hold Harmless Provision

The Association shall hold the City harmless, and shall fully and promptly reimburse the City for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against the City or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any Article of this Memorandum of Understanding pertaining to agency fees. Such reimbursement shall include, but not be limited to, court costs, litigation expenses, and attorney's fees incurred by the City. The City shall have the right to be represented by its own attorney in any action in which it is a named party to the action. Disputes over the amount of reimbursement shall be automatically submitted to the arbitration provisions of this Memorandum, Article 0.

2.3 Use of City Facilities

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

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

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

2.4 Advance Notice

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

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

2.5 Attendance at Meetings by Employees

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

2.6 Employee Rights

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

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

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

2.7 Assignment of Classifications

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

ARTICLE 3. NON-DISCRIMINATION

The City and the Association agree that there shall be no discrimination of any kind because of **age (over 40),** race, creed, color, religion, national origin, **ancestry, veterans status, physical or mental disability, marital status, sexual orientation,** sex, **(sexual, gender based, pregnancy/childbirth), physical or mental** disability, political affiliation, sexual orientation, concerted labor activity or other protected activity or status**, or on any other basis prohibited by applicable federal and State law** against any employee or applicant for employment~~; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age~~. **In addition, the Union shall cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.**

The Association shall cooperate with the City**, to the extent authorized by federal and State laws and regulations,** in the objective of Equal Employment Opportunities, as defined by Federal and State regulations.

ARTICLE 4. PROBATION

4.1 Purpose

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

4.2 Original Entrance and Promotional Positions

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

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

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

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

4.3 Retention/Rejection of Probationer

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

(b) During the probationary period an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment, shall be reinstated to the position from which promoted unless charges are filed and the employee is discharged in the manner provided in 0 of this Memorandum of Understanding and in the Civil Service Ordinance and Civil Service Rules, which are consistent therewith.

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

ARTICLE 5. PERFORMANCE EVALUATIONS

5.1 Preparation of Draft and Discussion with Employee

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

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

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

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

5.2 Employee Disagreement with Rating

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

5.3 Annual Evaluations

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

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

ARTICLE 6. PERSONNEL RECORDS

6.1 Inspection

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

6.2 Review and Response Before Adverse Action

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

6.3 Request for Removal of Records

An employee or an official representative of the Association upon written, dated, authorization by the individual employee may seek removal of any material placed into their official file according to the City’s Discipline Policy. This paragraph does not apply to records required by law to be kept, or as set forth in Article 0 above.

ARTICLE 7. LAYOFF

7.1 Layoff

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

7.2 Layoff Scope

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

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

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

7.3 Notice of Layoff

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

7.4 Precedence by Employment Status

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

(a) First, seasonal employees;

(b) Second, provisional employees;

(c) Third, temporary employees; and

(d) Fourth, probationary employees.

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

The following provisions shall apply in computing total continuing service:

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

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

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

(d) If two (2) or more employees have the same seniority, the order of seniority shall be determined by ~~lot~~ **their respective ranking on the eligibility list for hire**.

[ADDED FROM 4/14/2010 SIDELETTER]

(e) If two (2) or more employees have the same seniority, but were not hired from a ranked eligibility list, the order of seniority shall be determined by lot.

(f) If two (2) or more employees have the same seniority, but were hired from separate ranked eligibility lists, the order of seniority shall be determined by lot.

ADDED FROM 6/1/2011 SIDELETTER]

~~(e)~~**(g)** Regular status part-time employees shall not have the right to bump regular status full-time employees.

7.5 Order of Layoff and Employee Options

Reduction in force shall occur in the following order:

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

(1) Displacing the least senior employee occupying the same or comparable classification, department wide

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

[ADDED FROM 5/7/09 SIDELETTER]

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

(c) Comparability of employee classifications for the purposes of application of the layoff procedure in Article 7 shall **mean the exact salary and similar duties as determined by the Director of Human Resources. Employees must meet the minimum qualifications of the comparable classification.** ~~be determined by the Director of Human Resources~~.

[ADDED FROM 5/7/09 SIDELETTER]

(d) An employee displaced in accordance with this Article 7.5 shall be laid off in the same manner as an employee whose position has been abolished.

7.6 Health and Welfare Benefits During Layoff

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

7.7 Voluntary Layoff

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

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

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

(c) The names of employees who elect to be voluntarily laid off will be placed on reemployment lists in accordance with 0.

ARTICLE 8. REEMPLOYMENT

8.1 Placement of Eligibility List for Position Held

The name of each employee who is laid off or reduced from a higher class as a result of layoff in accordance with 0 shall be placed at the head of the eligibility list for the class of positions which that employee held, and shall be given preference in filling vacancies in that class.

8.2 Placement on Eligibility List for Qualifying Positions

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

Employees placed on said list or lists shall be at the head of the eligibility list for the class of positions for which qualified as hereinabove set forth and shall be given preference in filling vacancies except for those persons placed on said lists or lists of reemployment in the same position previously held. **An employee who waives reemployment shall have his/her name removed from this reemployment list unless mutually agreed to by the Department and employee.** Upon certification for appointment to a new position never having been held by this employee, he/she shall be subject to the probationary period provided in 0 of this Memorandum of Understanding.

8.3 Status Upon Reemployment

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

8.4 Temporary Employment

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

ARTICLE 9. DISCIPLINE

9.1 Predisciplinary Rights

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

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

(a) Notice of proposed discipline.

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

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

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

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

9.2 Administrative Leave

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

9.3 Disciplinary Appeal Options

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

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

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

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

If the employee fails to do 0 or 0 above within the prescribed time frames, these rights will have been waived.

ARTICLE 10. GRIEVANCE PROCEDURES

10.1 Definition

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

10.2 Filing Deadline

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

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

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

10.3 Grievance Processing

(a) Step 1—Departmental Review

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

(b) **Step 2—Director of Human Resources Review**

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

(A) The specific policy, rule or provision which is alleged to have been violated;

(B) A statement of facts comprising the violation; and

(C) The requested remedy.

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

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

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

(c) **Step 3—Voluntary Mediation**

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

(d) **Step 4—Binding Arbitration**

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

(e) **Effect of Decision**

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

10.4 Scope of Arbitration

(a) No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Article 0.

(b) Notwithstanding the provisions of Article 0 of this Memorandum of Understanding, proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Article. No arbitrator selected pursuant to this Article shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

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

10.5 **Other Provisions**

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

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

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

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

(e) All grievances of employees in representation units represented by the Association shall be processed under this Article. If the Stockton Municipal Code and/or Civil Service Rules and Regulations require that a differing option be available to the employee, no action under Article 0 shall be taken unless it is determined that the employee is not utilizing such option.

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

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

ARTICLE 11. LEAVES

11.1 Vacation Leave

(a) Vacation Allowance

(1) **Effective July 1, 2012, a**~~A~~ll full-time bargaining unit employees, excluding Fire Telecommunicators assigned to a 56-hour workweek, shall accrue vacation leave with pay in accordance with the following schedule:

Years of Continuous City Service	Annual Vacation Allowance
1½ years or less	80 hours
1½ years to 7½ years	**108**~~120~~ hours
7½ years to 15 years	**144**~~160~~ hours
15 years to 25 years	**189**~~200~~ hours
Over 25 years	One additional **7-**~~8~~ hour day for each completed year of service in excess of 25 years (e.g. 26 yrs. equals **207**~~208~~ hrs., 27 yrs. equals **214**~~216~~ hrs., etc.)

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

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

(3) Bargaining unit employees shall accrue vacation on a twice monthly payroll basis.

(b) **Vacation Leave Accrual for Fire Telecommunicators**

(1) **Effective July 1, 2012,** Fire Telecommunicators assigned to a 56-hour workweek shall accrue vacation leave with pay in accordance with the following schedule:

Years of Continuous City Service	**Annual Vacation Allowance**
1½ years or less	120 hours
1½ years to 7½ years	**162**~~180~~ hours
7½ years to 15 years	**216**~~240~~ hours
15 years to 25 years	**283.5**~~300~~ hours
Over 25 years	An additional **10.5** ~~12~~hours for each completed year of service in excess of 25 years (e.g. 26 yrs. equals **294** ~~312~~ hrs., 27 yrs. equals **304.5**~~324~~ hrs., etc.)

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

(c) Maximum Vacation Accrual. Employees reaching the maximum hours shall stop accruing additional hours until they are below the

caps listed here. No vacation hours may be added to sick leave balances without exception. Effective July 1, 2012, the following maximum vacation accruals shall take effect. For employees who on July 1, 2012 have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation to get under the maximum allowed. If an employee does not get below the maximum by June 30, 2013, they shall retain their existing earned vacation, but shall not earn any additional vacation until they are under the maximum vacation accrual allowed.

Maximum Vacation Accrual Caps

40 Hour Employee

Under 1.5 years	**120 hours (15 days for 8 hour shift)**
1.5 – 7.5 years	**240 hours (30 days for 8 hour shift)**
7.5 – 15 years	**280 hours (35 days for 8 hour shift)**
15 – 25 years	**320 hours (40 days for 8 hour shift)**
26 years	**328 hours (41 days for 8 hour shift)**
27 years	**336 hours (42 days for 8 hour shift)**
28 years	**344 hours (43 days for 8 hour shift)**
29 years	**352 hours (44 days for 8 hour shift)**

For every year of service beyond 29, the employee is allowed to add an additional seven (7) hours to the maximum accrual cap.

56 hour Employee

Under 1.5 years	**300 hours**
1.5 – 7.5 years	**360 hours**
7.5 – 15 years	**420 hours**
15 – 25 years	**480 hours**
26 years	**492 hours**
27 years	**504 hours**
28 years	**516 hours**
29 years	**528 hours**
29 plus years	**7 hours each additional year**

(d)~~(c)~~ **Vacation Scheduling**

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

~~**(e)**(d) **Vacation Allowance for Separated Employees**~~

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

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

(e)~~(e)~~ **Cash Payment Option**

An employee may elect to receive cash payment up to **a maximum of forty (40) hours** ~~two (2) times per calendar year for a maximum of eighty (80) hours~~ of his/her accumulated vacation balance **except that all cash outs shall be suspended during furlough or fiscal emergency periods**. To qualify for this sell-back benefit, an employee must have used, either in the preceding or current fiscal year, an equivalent number of vacation days to the number of sell-back days.

(d) **Vacation Allowance for Separated Employees in this Unit**

When an employee is separated from service between February 17, 2012 and July 1, 2014, the employee's remaining vacation allowance, if any, shall be paid as follows:

(1) **Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated vacation hours.**

(2) **On the one year anniversary of employee's separation, he/she shall receive the second payment of one third (1/3) or $10,000, whichever is greater, of the balance of his/her unused accumulated vacation hours.**

(3) **On the second anniversary of separation, he/she shall receive the balance payment of the unused accumulated vacation hours.**

(4) **Employees who are involuntarily separated shall have their unused accumulated vacation hours, if any, added to his/her final compensation.**

11.2 **Sick Leave**

(a) **Accrual**

(1) All regular full-time bargaining unit employees, except Fire Telecommunicators assigned to a 56-hour workweek, shall accrue sick leave at the rate of **eight (8)**~~ten (10)~~ hours for each month of completed service.

(2) Fire Telecommunicators assigned to a 56-hour workweek shall accrue sick leave at the rate of **twelve (12)**~~15 hours~~ for each month of completed service.

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

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

(b) **Usage**

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

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

(c) **Family Sick Leave ("Kin Care")**

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

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

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

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

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

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

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

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

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

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

(e) **Verification Procedures**

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

(2) Doctor's Certificate or Other Proof. **The Director of Human Resources may require a doctor's certificate or other reasonable proof of illness as he/she deems necessary in order for an employee to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay.** ~~If an employee's illness results in an absence from work for more than three (3) consecutive days, a doctor's certificate or other reasonable proof of illness may be required.~~

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

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

(A) Place the employee on restricted sick leave for a period of not more than four (4) months, under the direction of the Director of Human Resources pursuant to Article 0 above;

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

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

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

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

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

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

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

Effective February 17, 2012, all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out 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~~

(h) CalPERS Service Credit for Unused Sick Leave.

Employees shall be eligible for CalPERS service credit for unused sick leave at retirement based on the PERS contract provisions in effect at the time of their hire. Employees hired after the implementation of the new retirement tier will not be eligible for unused sick leave service credit.

11.3 **Other Leaves With Pay**

(a) **Bereavement Leave**

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

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

(b) **Jury Duty Leave**

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

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

(c) **Court Leave**

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

(d) **Military Leave**

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

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

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

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

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

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

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

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

(2) A parent or guardian required by the school to attend a hearing regarding the suspension or expulsion of a child will be permitted to attend the meeting. The employee must provide advance notice and may use accrued vacation, compensatory, or holiday leave.

~~(f) **Maternity Leave**~~

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

11.4 **Workers' Compensation Leave**

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

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

~~(b) **Payment**~~

~~Workers' Compensation Leave (Salary Continuation) will be paid as follows:~~

~~(1) Employees who have completed their probationary period shall be afforded a maximum of twelve (12) months Salary Continuation for each industrial illness or injury.~~

~~(2) In the event employees are absent due to service connected disability, and Salary Continuation Benefits are exhausted, they may, at their option, use their accumulated sick leave or vacation leave to such extent as, when added to any temporary disability indemnity receivable by them under Section 4650 *et seq*. of the California Labor Code, will enable them to receive full salary until their accumulated sick leave/vacation leave is exhausted. In such event, their accumulated sick/vacation leave will be charged only in proportion to the amount required to supplement temporary disability payments to enable the payment of full salary. Employees electing to receive such full salary in the foregoing manner, shall as a condition of such receipt, endorse to the City any temporary disability checks received by them. The City will in turn issue warrants to the employees for their full salary with normal deductions for retirement (if any), Federal and State income taxes, and any other authorized deductions.~~

(c) **Forms and Procedures**

Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. Any employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. ~~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.~~ **For a list of City designated medical care facilities and/or physicians, please contact Human Resources**.

~~If an employee exhausts all salary continuation benefits and temporary disability payments in accordance with this Article, the employee may request a Leave of Absence Without Pay pursuant to Article 0, not to exceed a total of twelve (12) months for the entire period of absence from active duty.~~

11.5 Leave of Absence Without Pay

(a) **Entitlement**

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

(b) **Approval**

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

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

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

(d) **Maternity/Pregnancy/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~~. **Family medical leave shall be in accordance with the Family Medical Leave Act ("FMLA") of 1993, the California Family Rights Act ("CFRA"), or Pregnancy Disability Leave ("PDL") and/or other applicable state and federal laws.** An employee may combine, but shall not be required to combine, any paid leave time with unpaid leave. ~~In no circumstance may such leave exceed a total of six (6) weeks, unless otherwise approved by the employee's department head and Director of Human Resources.~~

11.6 Absence Without Official Leave (AWOL)

(a) **Refusal of Leave or Failure to Return After Leave**

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

(b) **Voluntary Resignation**

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

ARTICLE 12. DAYS AND HOURS OF WORK

12.1 Workweek

(a) The normal workweek for employees in this unit consists of five (5) consecutive eight (8) hour days for a total of forty (40) hours in a seven (7) day work period. Where operational requirements of a department require deviations from the present schedule, the department head with approval of the Director of Human Resources may institute alternate work schedules provided that such schedules conform to work period requirements of Fair Labor Standards Act and the City meets and confers with the Association concerning the proposed schedule change(s) before implementation.

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

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

(d) Asparagus Festival Work Schedule. Employees assigned to work at City facilities within the designated "footprint area" of the Asparagus Festival may work any of the following work schedules during the Asparagus Festival:

(1) Option 1: Baseline Work Schedule.

Monday	Tuesday	Wednesday	Thursday	Friday
7:30am-5:30pm	7:30am-5:30pm	7:30am-5:30pm	7:30am-5:30pm	7:30am-11:30am OR 8:00am-12:00pm
9-hours paid time 1-hour unpaid	9-hours paid time 1-hour unpaid	9-hours paid time 1-hour unpaid	9-hours paid time 1-hour unpaid	4-hours paid time

Monday	Tuesday	Wednesday	Thursday	Friday
8:00am-5:30pm	8:00am-5:30pm	8:00am-5:30pm	8:00am-5:30pm	7:30am-11:30am OR 8:00am-12:00pm
9-hours paid time 1/2-hour unpaid	9-hours paid time 1/2-hour unpaid	9-hours paid time 1/2-hour unpaid	9-hours paid time 1/2-hour unpaid	4-hours paid time

(2) Option 2: Four Tens Work Schedule with Friday off.

Monday	Tuesday	Wednesday	Thursday	Friday
7:00am-6:00pm OR 8:00am-7:00pm	7:00am-6:00pm OR 8:00am-7:00pm	7:00am-6:00pm OR 8:00am-7:00pm	7:00am-6:00pm OR 8:00am-7:00pm	**OFF DAY**
10-hours paid time 1-hour unpaid	10-hours paid time 1-hour unpaid	10-hours paid time 1-hour unpaid	10-hours paid time 1-hour unpaid	0

Monday	Tuesday	Wednesday	Thursday	Friday
7:00am-5:30pm OR 8:00am-6:30pm	7:00am-5:30pm OR 8:00am-6:30pm	7:00am-5:30pm OR	7:00am-5:30pm OR	**OFF DAY**

		8:00am-6:30pm	8:00am-6:30pm	
10-hours paid time 1/2-hour unpaid	10-hours paid time 1/2-hour unpaid	10-hours paid time 1/2-hour unpaid	10-hours paid time 1/2-hour unpaid	0

(3) **Option 3: Vacation or Compensatory Time.** The department head or designee may approve the use of vacation leave or compensatory time, and/or may approve any additional alternative schedule to formulate an acceptable 40-hour work schedule.

(4) Employee preferences among the above approved scheduling options during the Asparagus Festival will be considered and accommodated by the City unless infeasible. Employees must notify their department heads of their scheduling preferences through their line of supervision.

12.2 Meal Periods and Rest Periods

Employees shall receive a one (1) hour or a thirty (30) minute meal period without pay each day and a fifteen (15) minute paid rest period during the first half of the work day and a second fifteen (15) minute paid rest period during the second half of the work day. Except for Police Telecommunicators and Fire Telecommunicators, bargaining unit employees shall be completely relieved of duty during unpaid meal periods. Employees who exceed the time limits prescribed above for lunch and/or rest periods shall have their pay reduced accordingly.

12.3 Hourly Employees

(a) Effective the date of this Memorandum of Understanding, those employees working 19½ hours a week or less (substitutes), may only work a total of 1,014 hours or less during any twelve (12) month period.

(b) The Association will be provided with a listing of all 19½ hours or less employees related to classifications within this bargaining unit. This listing will be provided quarterly.

(c) Overtime will not be worked by 19½ hour or less employees (substitutes), if full-time or regular part-time employees are available for such overtime work.

12.4 Regular Part-Time Employees

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

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

12.5 Job Sharing

(a) Any two regular full-time employees within the same department holding positions in the same classification may petition their department head in writing to allow them to share one (1) of said positions.

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

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

12.6 Reporting to Work

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

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

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

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

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

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

12.7 **Shift Bidding**

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

12.8 **Work Furloughs**

(a) 48 Furlough Hours in Fiscal Years 2012-2013 and 2013-2014. Each employee, except Fire Telecommunicators and Police Telecommunicators, shall be required to take forty-eight (48) furlough hours (leave from work without pay) between July 1, 2012 and June 30, 2013 and again between July 1, 2013 and June 30, 2014.

~~(a) **80 Furlough Hours in Fiscal Year 2008-2009.** Each bargaining unit employee shall take eighty (80) furlough hours (leave from work without pay) between October 22, 2008, and June 30, 2009.~~

(b) Equalized Payroll Deductions. Payroll deductions for the forty-eight (48) furlough hours in Fiscal Years 2012-2013 and 2013-2014 shall be equalized so that each bargaining unit employee shall have two (2) hours at the employee's regular hourly rate of pay deducted from each of the twenty-four (24) pay warrants in Fiscal Year 2012-2013 and Fiscal Year 2013-2014. The City shall publish and provide the citywide Furlough Schedule in June 2012 for the fiscal year 2012-2013 and June 2013 for the fiscal year 2013-2014.

~~(b) **Equalized Payroll Deductions.** Payroll deductions for the eighty (80) furlough hours described in Article 12.8, paragraph (a) herein above shall be equalized so that each bargaining unit employee shall have 4.444 hours at the employee's regular hourly rate of pay deducted from each of the following eighteen (18) pay warrants: October 22, 2008; November 7, 2008; November 22, 2008; December 7, 2008; December 22, 2008; January 7, 2009; January 22, 2009; February 7, 2009; February 22, 2009; March 7, 2009; March 22, 2009; April 7, 2009; April 22, 2009; May 7, 2009; May 22, 2009; June 7, 2009; June 22, 2009; and July 7, 2009.~~

~~(c) **Standard Furlough Days.** Except as provided in Article 12.8(d) herein below, each bargaining unit employee shall take the following furlough days:~~

~~(1) Monday, November 10, 2008 (8 hours);~~

~~(2) Monday, November 24, 2008 (8 hours);~~

~~(3) Tuesday, November 25, 2008 (8 hours);~~

~~(4) Wednesday, November 26, 2008 (8 hours);~~

~~(5) Wednesday, December 24, 2008 (8 hours);~~

~~(6) Friday, December 26, 2008 (8 hours);~~

~~(7) Monday, December 29, 2008 (8 hours);~~

~~(8) Tuesday, December 30, 2008 (8 hours);~~

~~(9) Wednesday, December 31, 2008 (8 hours); and~~

~~(10) Friday, January 2, 2009 (8 hours).~~

(c) **Exception to Standard Furlough Days for Some Employees.** Bargaining unit employees shall adhere to the standard work furlough days shown in **the citywide Furlough Calendar** ~~Article 12.8(c) herein above~~; except where it is impracticable for certain City departments or operations (~~such as Police Telecommunicators, Fire Telecommunicators, and other public safety and essential services functions~~), those employees must schedule ~~eighty (80)~~ furlough hours **with his/her manager or supervisor** ~~accordance with Article 11.1, paragraph (b), of this Memorandum, and use eighty (80)~~ furlough hours no later than June 30,**of each corresponding year** ~~2009. In the event the vacation scheduling of eighty (80) furlough hours causes any SCEA represented member to exceed the maximum vacation carryover provisions pursuant to Article 11.1, paragraph (a)(6), of this Memorandum, such bargaining unit employee shall be allowed to carryover into the 2009 calendar year the equivalent number of vacation hours not used as a result of the furlough occurrence to ensure that the bargaining unit employee is not adversely affected. To the extent any bargaining unit employee exceeds the maximum carryover provisions of Article 11.1, paragraph (a)(6), of this Memorandum for the 2010 calendar year, such hours shall be automatically cashed out on an hour-for-hour basis at the end of the 2010 calendar year.~~

(d) If a furlough (leave from work without pay) is scheduled before or after a City holiday, the employee will nevertheless be eligible for holiday pay.

(e) **No Adverse Affect on CalPERS.** The City represents and warrants based on information provided by the California Public Employees Retirement System (CalPERS) that the furlough deductions described in this Article 12.8 shall not reduce or otherwise adversely affect the employee's Final Compensation for retirement purposes under the CalPERS. The City shall continue to report the employee's full-time pay rate as noted in the agreed upon salary schedule(s). SCEA has relied on the accuracy of this representation by the City with the City's knowledge and consent. As an express condition of this Section, should any SCEA represented employee suffer a reduction or adverse affect in his or her Final Compensation for retirement purposes through CalPERS solely as a result of the furlough deductions, the City, upon notification, shall thoroughly review and communicate the adverse affect to CalPERS, on behalf of the employee, to ensure the employee is made whole.

(f) **Furlough Deductions Non-Taxable to the Employee.** The City represents and warrants that the furlough deductions described in this Article 12.8 shall not be subject to income tax, payroll tax, or otherwise taxable to the employee. SCEA has relied on this representation by the City with the City's knowledge and consent. As an express condition of this Section, should any SCEA represented employee be taxed on any furlough deduction amount, the City, upon notification, shall thoroughly review and make the appropriate correction.

(g) **Use of Accrued Leaves in Coordination with Furloughs.** Bargaining unit employees shall be permitted to use accrued vacation leave, sick leave, and/or compensatory time off (CTO) on non-furlough days by reason of the occurrence of furloughs. Employees shall be permitted to coordinate the use of their accrued vacation leave, sick leave, and/or compensatory time off (CTO) on a coordinated basis (e.g. adjacent to) furlough days unless approval of such leave creates an undue hardship on the City.

(h) **Fringe Benefits Not Affected.** Notwithstanding the occurrence of furloughs, SCEA members shall continue to receive the full amount and application of all fringe benefits including, without limitation and by way of illustration, City contribution to health and welfare benefits, accrued vacation leave, accrued sick leave, etc.

(i) **SCEA Bargaining Unit Overtime.** Any vacancies created for SCEA represented positions shall not be filled on an overtime basis (time-and-a-half) by any non-SCEA represented employee. For example, Stockton Police Officers Association and/or Stockton Police Management Association represented employees shall not be hired on an overtime basis to backfill Police Telecommunicator I/II vacancies in the Police Department's telecommunications center. As another example, Local 456 and/or Stockton Fire Management represented employees will not be hired on an overtime basis to backfill Fire Telecommunicator I/II vacancies. As another example, Operating Engineers Local Union No. 3 and/or B&C Management represented employees and/or unrepresented employees shall not be hired on an overtime basis to backfill any SCEA represented employee vacancies. Instead, those overtime opportunities will be offered to SCEA-represented employees. The foregoing examples are illustrative and not exhaustive. If the City does hire an employee not represented by SCEA to perform work in SCEA's bargaining unit(s) on an overtime basis, then the City shall, as a remedy, pay the SCEA-represented employee(s) deprived of that lost overtime opportunity the monetary value of the lost overtime.

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(j) Separation from City Service before July 7, 2013 Any B&C represented employee who separates from City service before the final 2 hour furlough deduction on July 7, 2013, and after having used furlough hours shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee's pay warrants multiplied by the employee's regular rate of pay. Conversely, any employee who separates from City service before July 7, 2013, having suffered furlough deductions in excess of the actual number of furlough hours the employee has used shall have his or her final compensation credited by a like amount.

~~(k) **Separation from City Service before July 7, 2009.** Any SCEA represented employee who separates from City service before the final 4.444 hour furlough deduction on July 7, 2009, and after having used furlough hours shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee's pay warrants multiplied by the employee's regular hourly rate of pay. Conversely, any employee who separates from City service before July 7, 2009, having suffered furlough deductions in excess of the actual number of furlough hours the employee has used shall have his or her final compensation credited by a like amount.~~

~~(l) **Up to 96 Furlough Hours in Fiscal Year 2009-2010.** Each bargaining unit employee shall be required to take up to ninety-six (96) furlough hours (leave from work without pay) between approximately July 1, 2009, and June 30, 2010, in the event that growth assumptions for City revenues are 2.5% or less. Payroll deductions for the ninety-six (96) furlough hours in Fiscal Year 2009-2010, if implemented, shall be equalized in the same manner as furlough deductions for Fiscal Year 2008-09 so that each bargaining unit employee shall have up to 4 hours at the employee's regular hourly rate of pay deducted from each of the twenty-four (24) pay warrants in Fiscal Year 2009-2010. The City and the Association shall meet and confer to develop the furlough calendar for Fiscal Year 2009-2010.~~

(m) **Up to 96 Furlough Hours in Fiscal Year 2010-2011. Each bargaining unit employee, except Fire Telecommunicators and Police Telecommunicators, shall be required to take ninety-six (96) furlough hours (leave from work without pay) between July 1, 2010, and June 30, 2011. Payroll deductions for the ninety-six (96) furlough hours in Fiscal Year 2010-2011 shall be equalized in the same manner as furlough deductions for Fiscal Year 2009-2010 so that each bargaining unit employee shall have up to 4 hours at the employee's regular hourly rate of pay deducted from each of the twenty-four (24) pay warrants in Fiscal Year 2010-2011. The City and the Association shall meet and confer to develop the furlough calendar for Fiscal Year 2010-2011.**

[ADDED from 2010 SIDELETTER]

(n) **Separation from City Service before July 7, 2011. Any SCEA represented employee who separates from City serice before the final 4 hour furlough deduction on July 7, 2011, and after having used furlough hours shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee's pay warrants multiplied by the employee's regular hourly rate of pay. Conversely, any employee who separates from City service before July 7, 2011, having suffered furlough deductions in excess of the actual number of furlough hours the employee has used shall have his or her final compensation credited by a like amount.**

[ADDED from 2010 SIDELETTER]

(o) **96 Furlough Hours in Fiscal Year 2011-2012. Each employee, except Fire Telecommunicators and Police Telecommunicators, shall be required to take ninety-six (96) furlough hours (leave form work without pay) between July 1, 2011 and June 30, 2012. Payroll deductions for the ninety-six (96) furlough hours in Fiscal Year 2011-2012 shall be equalized in the same manner as furlough deductions for Fiscal years 2009-2010 and 2010-2011, so that each bargaining unit employee shall have 4 hours at the employee's regular hourly rate of pay deducted from each of the twenty-four (24) pay warrants in Fiscal Year 2011-2012. The City and SCEA shall meet and confer to develop the furlough calendar for Fiscal Year 2011-2012, which will be substantially the same as Fiscal Year 2010-2011.**

[Added from Emergency Measures]

~~(p) Separation from City Service before July 7, 2012 . Any SCEA represented employee who separates from City service before the final 4 hour furlough deduction on July 7, 2012, and after having used furlough hours shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee's pay warrants multiplied by the employee's regular hourly rate of pay. Conversely, any employee who separates from City service before July 7, 2012, having suffered furlough deductions in excess of the actual number of furlough hours the employee has used shall have his or her final compensation credited by a like amount.~~

~~[Added from Emergency Measures]~~

ARTICLE 13. OVERTIME

13.1 Overtime Authorization

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

13.2 Definition

The following provisions pertaining to authorized statutorily required overtime work shall apply to non FLSA exempt employees whose normal work period is eight (8) hours per day and forty (40) hours per week, or (10) hours per day and forty (40) hours per week:

(a) **Statutory overtime shall be paid on actual time worked in excess of forty (40) hours in any workweek. Such overtime 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. Furlough hours shall be considered as actual time. Sick leave, vacation, holiday, or other time taken as compensated time off shall not be considered as actual time worked.** ~~The overtime rate as used in this Memorandum of Understanding means one and one-half (1½) times the employee's regular rate of pay~~.

(b) Except Fire Telecommunicators assigned to a 56-hour workweek and bargaining unit employees working an alternative work schedule, all time worked in excess of 8 hours per workday and/or 40 hours per seven day workweek shall be compensated at the overtime rate.

(c) Fire Telecommunicators work 24 hour shifts, resulting in a regular schedule averaging 2912 hours per year / 56 hours per week (832 hours of overtime). In approximately 2000, the parties agreed to add the regularly scheduled FLSA overtime pay into the base, in order to ensure a regular and level payment of overtime over the course of a year. This methodology withstood a legal challenge in *Huges, et al. vs. City of Stockton, et al*. For additional overtime hours, the City shall pay overtime at one and one-half (1 ½) time the employee's regular rate of pay for all hours worked over forty (40) in a workweek.

(d) Bargaining unit employees assigned to an alternate work schedule (e.g. 4/10, 9/80, etc.) shall be compensated at the overtime rate for all time worked in excess of their regularly scheduled hours.

(e) Except as otherwise provided in Article 14.2, bargaining unit employees shall be paid for a regular day plus time and one-half (1½) for actual time worked on a holiday observed by the City~~, not to exceed eight (8) hours including employees employed on a per-hour or per-day basis~~.

~~(f) Except as otherwise provided in Article 14.2, any time worked on a holiday observed by the City in excess of eight (8) hours shall be paid for at double time and one-half (2½) except for employees on a per hour or per day basis.~~

(g) Police Telecommunicators and Fire Telecommunicators shall be compensated for work on holidays as set forth in Article 14.2.

(h) When the City Manager has declared a state of emergency and such action is approved by the City Council, time worked by employees shall be paid for at their straight time. Work in excess of forty (40) hours in any workweek will be paid at time and one-half (1½).

(i) ~~Use of vacation leave, sick leave, and other paid leaves shall count as time worked.~~

13.3 Rest Period During Overtime

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

13.4 Compensatory Time Off (CTO)

(a) Definition

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

(b) CTO in Lieu of Overtime Compensation

Except Fire Telecommunicators assigned to a 56-hour workweek, bargaining unit employees may voluntarily elect to receive overtime compensation in the form of CTO at a rate of one and one-half (1½) hours of CTO for each hour of overtime worked.

(c) Use

Use of CTO shall be scheduled with due consideration for the wishes of the employee and so as to not interfere with the normal operation of City business. Approval of requests for use of CTO shall be at the sole discretion of the department head, but once approved, cannot be changed unless an emergency situation arises.

(d) **Maximum Accrual**

No more than eighty (80) hours of CTO may be carried on the books at any time, except Fire Telecommunicators assigned to a 56-hour workweek who may not accrue CTO. Once the maximum number of CTO is accrued, all further overtime worked shall automatically be paid to the employee. At the end of each calendar year, all CTO will be carried forward, unless the employee elects to have some or all of the compensatory balance paid. Carryover CTO Time cannot exceed the CTO accrual maximum.

(e) **Elimination of CTO for Fire Telecommunicators**

Effective January 1, 2009, Fire Telecommunicators assigned to a 56-hour workweek shall no longer accrue or use CTO and shall be paid at their regular rate of pay for all accrued and unused CTO hours on or about January 7, 2009; provided, however, any Fire Telecommunicator having any approved leave request(s) for CTO for time off work through January 31, 2009, shall be permitted to use the approved CTO leave.

ARTICLE 14. HOLIDAYS

14.1 Qualifying for Holiday Pay

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

14.2 Holidays Observed by the City

(a) Bargaining unit employees shall receive the following observed holidays off without loss of wages or accrued leave:

	Observed	Holiday
(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 (FLOATING)	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 Friday after Thanksgiving	
(13)	December 25	Christmas Day
~~(14)~~	~~Employee's Birthday~~	

FLOATING holiday to be taken within 90 work days on or after the observed holiday.

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

(c) All regular employees in positions allocated to the Police Department who are assigned to shifts (phase days) shall receive, in addition to their normal compensation, one day's pay for each of the holidays listed in Article 0 above, on which the employee does not work, ~~except for the employee's birthday~~. Such employees required to work a holiday on a hire-back basis, shall be compensated at time and one-half (1½), in addition to their normal compensation (8 hours) and paid holiday (8 hours). Such employees required to work a holiday on a regularly scheduled basis shall be compensated at time and one-half (1½) overtime in addition to their normal compensation (8 hours). The maximum additional compensation subject to CalPERS for working the holiday will be sixteen (16) hours.

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

(e) Fire Telecommunicators assigned to a 56-hour workweek shall receive, in addition to their normal compensation, one 8-hour ~~24-hour~~ shift's pay for each of the holidays listed in Article 14.2 above ~~at the rate of 28 hours per month regardless of whether the Fire Telecommunicator actually works on any or all of the listed holidays~~. Additionally, Fire Telecommunicators shall be compensated at the overtime rate for all time actually worked on a holiday (excluding the ~~birthday holiday and~~ floating holiday(s)). ~~The provisions of this Article 14.2(e) shall be effective January 1, 2009.~~

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

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

(h) **~~Birthday Holiday Leave~~Fixed Holidays for Library Service Division Employees**

~~The department head with due consideration for the wishes of the employee, may authorize the Employee's Birthday holiday to be taken within ninety (90) work days on or after the employee's date of birth.~~ **All regular employees in positions allocated in the Library Services Division of the Community Services Department shall be allowed to take "fixed holidays" observed by the City, listed under Article 14.2(a) of this Memorandum of Understanding, that occur on a Monday as a "floating holiday." The day off must be scheduled with a supervisor and taken within fourteen (14) calendar days on or after the date of the fixed holiday.**

[ADDED from 11/4/2010 Sideletter]

(i) When an employee is separated from the service between February 17, 2012 and July 1, 2014, the employee's remaining holiday allowance, if any, shall be paid as follows:

(a) Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated holiday hours.

(b) On the one year anniversary of employee's separation, he/shall shall receive the second payment of one third (1/3) or $10,000, whichever is greater of the balance of his/her unused accumulated holiday hours.

(c) On the second year anniversary of employee's separation he/she shall receive payment for the balance of the unpaid accumulated holiday hours.

(d) Employees who are involuntarily separated shall have their remaining holiday allowance, if any, added to his/her final compensation.

14.3 Compensation for Holidays Worked

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

ARTICLE 15. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

15.1 Retirement Contribution Supplement

(a) ~~The City shall continue to pay on behalf of the~~**,Effective August 1, 2011, e**mployee **shall pay** the entire seven percent (7%) employee contribution to the California Public Employees Retirement System (CalPERS). ~~Such amounts will be applied to the employee's individual account in accordance with California Government Code Section 206l5~~.

(b) **For Employees hired on or before June 30, 2011, ~~T~~t**he City's CalPERS retirement plan was modified to reflect two percent (2%) at age 55, effective January 1993. **Effective on July 1, 2011, or as soon as administratively feasible, the City of Stockton shall amend its contract with CalPERS in order to provide a second-tier CalPERS retirement plan with the 2% at 60 formula for all employees hired thereafter in all applicable classifications within the SCEA unit, without inclusion of the additional benefits in sections (c), (d), (e), (f) and (g).**

(c) **For Employees hired on or before June 30, 2011, ~~T~~t**he City's CalPERS retirement plan was modified to reflect Section 20930.3 (Military Service Credit as Public Service) and Section 20930.33 (Military Service Credit for Retired Persons) of the California Government Code, pursuant to Ordinance Number 009-93 adopted by the City Council on May 13, 1993.

(d) **For Employees hired on or before June 30, 2011, ~~T~~t**he City shall continue to provide CalPERS California Government Code Section 20615.5 (Employer Paid Member Contributions as Compensation) at the beginning of their last year of employment will pay their employees' seven percent (7%) benefit cost through an automatic payroll deduction. The base salary for those employees will be increased by the same seven percent (7%) for the last twelve (12) months of employment (IRS Code 414H(2) will be concurrently implemented with CalPERS amendment), pursuant to Resolution Number 97-0394 adopted by the City Council on October 21, 1997.

(e) **For Employees hired on or before June 30, 2011, ~~T~~t**he City shall continue to provide CalPERS California Government Code Section 20965 (Credit for Unused Sick Leave) as added CalPERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.

(f) **For Employees hired on or before June 30, 2011, ~~T~~t**he City shall continue to provide CalPERS California Government Code Section 21382.5 (Fourth Level of 1959 Survivor Benefits) as added PERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.

(g) **For Employees hired on or before June 30, 2011, ~~T~~t**he City shall continue to provide CalPERS California Government Code Section 21335 (5% Annual Cost of Living Allowance Increase) as added CalPERS benefits, which was effective upon adoption by the Stockton City Council and CalPERS Administration Board. The intended implementation date base year was 2001.

~~(h) The City and the Association agree to reopen Article 15.1 in year 2011 to discuss providing an enhanced miscellaneous retirement formula to bargaining unit employees (e.g. CalPERS 2.7% at 55, 3% at 60, etc.). If the parties fail to reach agreement the existing provisions of Article 15.1 shall remain unchanged~~.

~~15.2 Deferred Compensation~~

~~(a) The City will provide at no cost to the employee, deferred compensation as a supplement to voluntary deferred compensation plans, if any, for which the individual employee may be eligible.~~

~~(b) Effective July 1, 2012, the City shall contribute a total of one and one-half percent (1.5%) of the employee's current base salary to the employee's deferred compensation account.~~

~~(c) Effective July 1, 2013, the City shall contribute an additional one-half percent (0.5%) for a total of two half percent (2.0%) of the employee's current base salary to the employee's deferred compensation account.~~

15.~~3~~4 Uniform Allowance

(a) Bargaining unit employees in the following classifications who are required to wear uniforms shall be paid an annual uniform allowance of seven hundred dollars ($700.00), one-half payable in April and one-half payable in October:

(1) Fire Telecommunicator I/II;

(2) Police Records Assistant (I/II/III); and

(3) Police Telecommunicator (I/II/III).

(b) Bargaining unit employees in the following classifications who are required to wear uniforms shall be paid an annual uniform allowance of seven hundred twenty-five dollars ($725.00), one-half payable in April and one-half payable in October:

(1) Animal Services Assistant;

(2) Animal Services Officer;

(3) Code Enforcement Officer (I/II) (assigned to the Fire Prevention Division of the Fire Department);

(4) Community Service Officer;

(5) Evidence Technician;

(6) Mail Courier;

(7) Parking Violations Deputy;

(8) Property Clerk;

(9) Senior Animal Services Officer;

(10) Senior Evidence Technician;

(11) Vehicle Abatement Specialist; and

(12) Any other bargaining unit employee required by the City to wear a uniform in the course and scope of employment.

© The City shall increase the amount contributed for annual uniform allowance to all of the above classifications in Article 15.3 (a) and (b) above by fifty dollars ($50.00) effective July 1st of each fiscal year.

15.4~~5~~ Standby Duty Pay

~~A bargaining unit employee who is directed to remain available on standby outside of normal working hours (e.g. weekends, designated holidays or scheduled furlough day) or on his or her normal day off~~ **Employees assigned to standby duty** shall be paid **$3.00 per hour while assigned to be on standby. An employee shall earn time and one-half (1-1/2) for all actual time worked while on standby duty status only if eligible for overtime as defined in Section 15.4 above. An employee shall not continue to receive the "standby" premium during actual time worked, or for any hours paid as overtime or call back. Standby shall not be considered as time in "paid status because of work performed" for purposes of calculating overtime.** ~~at the rate of four (4) hours regular pay for each twenty-four (24) hours of standby plus one and one-half (1½) times the employee's regular rate of pay for all time which the employee is required to work during the standby duty period. Standby duty of less than twenty-four (24) hours shall be prorated to the equivalent of four (4) hours pay at regular time. Employees may elect to receive standby pay as compensatory time off (CTO)~~.

15.5~~6~~ Call-Back Pay

When an employee is called back to work from off duty status, the employee shall be compensated for a minimum of two (2) hours and forty-five (45) minutes pay at time and one-half (1½) or actual time worked at time and one-half (1½), **if eligible for overtime as defined in Section 15.4 above,** whichever is greater. An employee may elect compensatory time off (CTO) in lieu of payment for overtime consistent with the provisions set forth in Article 13.4.

When authorized by the department, employees who are contacted and who provide remote support via telephone, Internet, or network connection shall be paid time and one-half (1½) for time worked in fifteen (15) minute intervals**, if eligible for overtime as defined in Section 15.4 above**. Intervals cannot be compounded or overlapped.

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

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

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

(c) **An employee is ineligible to receive a premium for both standby and call back. For example, employee shall not receive standby pay for hours in which they are paid overtime or call back pay.**

15.~~6~~7 Employee Educational Assistance

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

15.~~7~~8 Mileage Expense Reimbursement

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

~~15.8 Educational Incentive Pay~~

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

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

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

~~15.9 Longevity Pay~~

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

15.~~10~~**9** Voluntary Court Standby

Bargaining unit employees who voluntarily place themselves on standby for work-related court appearances shall receive one (1) hour at the regular rate of pay for the a.m. and, if required to remain on standby, one (1) additional hour at the regular rate of pay for the p.m.

15.~~11~~**10** Bilingual Pay

Job positions determined by the Department Head requiring bilingual translation skills shall receive a stipend amount of $140.00 per month for verbal translation skills, or $200.00 per month for verbal and written translation skills upon testing and certification by the Human Resources Department.

15.**11~~2~~** Emergency Medical Services (EMS) Dispatcher Accreditation Pay

(a) The City and the Association acknowledge that California Health and Safety Code section 1797.220 directs the local emergency medical services (EMS) agency to establish policies and procedures to assure medical control of the emergency medical system.

(b) The City and the Association acknowledge that as of July 1, 2008, the San Joaquin County EMS Agency requires all employees of agencies providing emergency medical dispatch (EMD) services to possess and maintain accreditation through San Joaquin County, to include compliance with EMS Agency and National Academies of Emergency Dispatch (NAED) policies, procedures, protocol, and standards. Fire Telecommunicators are among those employees represented by the Stockton City Employees' Association who must acquire and maintain accreditation by the San Joaquin County EMS Agency as a condition of providing EMD services for the City.

(c) The City and the Association acknowledge that in the event the San Joaquin County EMS Agency rescinds the certification of any bargaining unit employee as a result of any dispute arising from the exercise of the power set forth in San Joaquin County EMS Agency Policy No. 2101 (or any successor or similar policy), the City will make every effort, insofar as practicable and fiscally responsible, to employ such persons in positions for which such employees are qualified or may become qualified within a reasonable period of time and that do not require accreditation by the San Joaquin County EMS Agency.

(d) **Emergency Medical Services (EMS) Dispatcher Accreditation Pay**. Effective January 1, 2009, the City shall compensate all bargaining unit Fire Telecommunicators who are accredited as San Joaquin County Emergency Medical Services Dispatchers an additional one-hundred seventy five dollars ($175) per month. If the employee fails to maintain the accreditation or if the accreditation is no longer required for the position, payment of the stipend shall cease.

(e) **Continuing Education for Emergency Medical Dispatchers**. The City shall provide to Fire Telecommunicators all necessary EMD continuing education during normal working hours and at no cost to the employee. However, employees who do not participate in the EMD training offered by the City during normal working hours shall be responsible to complete the necessary continuing education on their own time without additional compensation; provided, however, that all necessary ride-along hours shall be compensated as time worked.

ARTICLE 16. INSURANCE PLANS

16.1 Health, Dental, Vision, and Prescription Benefits

(a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an Employee only, Employee plus One and Employee plus two or more dependants coverage. The City shall offer two or more medical plans to regular employees.

(a) (b) Eligibility. Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).

(c) City Contribution towards the cost of insurance programs. Effective September 1, 2011:

- **The City shall contribute up to $481.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.**
- **The City shall contribute up to $875.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.**
- **The City shall contribute up to $1,165.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.**

These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical/visions/dental to be pre-tax premium conversion.

(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

(e) Provisional and temporary employees are not eligible for any of the above benefits.

(f) Employees agree to the implementation of the modifications to the City's Modified Plan, which is referred to in this MOU as "Modified Employee Medical Plan." Modifications to the City's Modified Plan shall be effective September 1, 2011.

~~(a) **Modified Employee Medical Plan.** The City shall continue to provide at no cost to active bargaining unit employees (including spouses/registered domestic partners and eligible dependents) hospitalization, medical, and prescription drug benefits as described in the City's of Stockton's Modified Employee Medical Plan, effective January 1, 1993, as amended on February 1, 2008, which is attached as Appendix A and incorporated by this reference.~~

~~(b) The City shall continue to provide at no cost to active bargaining unit employees (including spouses/registered domestic partners and eligible dependents) dental and orthodontic benefits through existing providers according to the plan benefits in effect at the time of the execution of this Memorandum of Understanding.~~

~~(1) The annual dental maximum benefit is one-thousand four-hundred dollars ($1,400) effective January 1, 2008.~~

~~(2) The lifetime orthodontic maximum is two-thousand dollars ($2,000) effective January 1, 1997.~~

~~(c) The City shall continue to provide at no cost to active bargaining unit employees (including spouses/registered domestic partners and eligible dependents) vision coverage through providers according to the plan benefits in effect at the time of the execution of this Memorandum of Understanding.~~

~~(d) The City and the Association shall meet and confer in calendar year 2011 to discuss Health, Dental, Vision and Prescription Benefits provided under this Article 16.1. If the parties fail to reach agreement, the existing provisions of Article 16.1 shall remain unchanged.~~

~~(e) Beginning January 1, 2009, SCEA agrees to participate in a joint labor-management committee to develop strategies to reduce the City's healthcare costs while maintaining access to quality healthcare.~~

16.2 Long Term Disability Insurance

The City shall provide, at no cost to the employee, long term disability insurance coverage. ~~Essentially, this is an income protection plan which provides disability income for employees including~~ **Plan benefits shall be as described in the Plan document, but shall include**:

(a) Each disability—66⅔ % of salary **up to the maximum salary replacement amount as specified in the City's long term disability plan**.

(b) Disability income payments shall commence ~~after the employee has utilized all sick leave benefits to which the employee is entitled or~~ after a **ninety (90)** ~~thirty (30)~~ day waiting period. **Employees may use sick leave and other leave balances to cover this waiting period, or leave without pay.** ~~whichever is longer.~~

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

(d) The City shall continue its normal contribution for employee medical premiums during the ninety (90) days waiting period.

16.3 Life Insurance

Effective July 1, 2012, ~~T~~ **t**he City shall provide, at no cost to the employee, ~~a~~ term life insurance policy **with a value of $50,000.** ~~, to one and one-half (1-1/2) times the employee's annual salary~~.

16.4 Retirement Medical Allowance for Bargaining Unit Hired on or Before June 30, 2011~~Employees Hired Prior to January 1, 2009~~

~~The City shall continue to contribute all premiums necessary~~ **~~under the City's Modified Plan, which includes changes to the City's Modified Plan effective September 1, 2011,~~** ~~for the purpose of providing hospital-medical and prescription benefits for each current City employee hired before January 1, 2009, who thereafter retires. Such coverage shall include one (1) dependent and shall be determined as follows:~~

~~[ADDED BY EMERGENCY MEASURES]~~

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

~~(2) Disability Retirement. Eligibility for the allowance provided by this Article is limited to employees who have retired subsequent to March 1, 2000, and such allowance shall be limited to a maximum of fifteen (15) years or the attainment of age sixty-five (65), whichever occurs first.~~

a. Eligibility: An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan).

b. City Contribution for the period of July 1, 2012 through June 30, 2013. For employees hired on or before June 30, 2011, the City shall provide to employees retiring from the City the following contribution towards the costs of retiree medical insurance from July 1, 2012 through June 30, 2013.

a) Employees retiring with over 10 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $150 a month towards the cost of retiree medical insurance.

b) Employees retiring with over 20 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $300 a month towards the cost of retiree medical insurance.

c) **Employees retiring with over 30 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $450 a month towards the cost of retiree medical insurance**
d) **Employees with less than 10 years of service for the City shall not be eligibility for a city contribution towards retiree medical and may not be enrolled in the City sponsored plans.**
e) **Benefits for part time employees who retire are prorated based on their full time equivalent.**
f) **The City contributions shall end with the death of the retiree and no survivor benefits are provided.**
g) **Retirees who are enrolled in city-sponsored plans may not enroll their eligible dependents at their own expense.**

The City's obligation for retiree medical benefits is to the retiree and shall end upon the death of the retiree. Surviving spouses shall not be eligible for any city paid benefit after the death of the city retiree. Any benefits previously paid to surviving spouses has been paid in error and without the approval of the City Council.

Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retirees. Retirees shall not be eligible to participate in the City's Medical Plans.

16.5 Alternative Retirement Medical Plans

The parties have negotiated that employees may choose to enroll in one or more additional health plans instead of the City Modified Plan (including but not limited to Kaiser Senior Advantage).

This language sets forth the conditions in which current employees, when they retire from the City and otherwise qualify for a retiree medical benefit from the City as stated in Sections 14.1 of this MOU, may also choose to enroll in City sponsored alternative plans in the same manner as when they were employees, as well as retiree only medical plans. The following conditions shall apply:

(a) If an employee is in a City sponsored alternative plan at the time of retirement, the employee shall be allowed to continue in that Plan.

Employees in the union sponsored plans authorized by the City at the time of retirement shall be allowed to continue in that Plan. (Operating Engineers units).

(b) Employees not in an alternative Plan at the time of retirement shall not be allowed to enroll in any alternative plan except that; any retiree may voluntarily enroll in a City sponsored retiree only Plan.

A retiree may only enroll in alternative plans other than the City Modified Plan when:

(a) The retiree selecting plans other than the City's Modified Plan must agree that the City's financial contribution to a premium payment for any other Plan shall not exceed the current contribution amount the City would pay if the retiree is enrolled in the City Modified Plan, and

(b) The individual retirees will be required to sign a form that indicates their agreement with these conditions.

The City reserves the right to eliminate these additional plans and the choice of multiple plans is not a vested right. Like the City Modified Plan, the City reserves the right to make plan design changes as necessary in these Alternative Plans.

16.6 Medicare Supplemental Coverage Requirements only for Employees Hired on or Before June 31, 2011.

The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City's modified medical plan which includes medical design changes effective September 1, 2011 as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse

Under the federal Health Care Reform Plan, sponsors may modify the medical benefits provided to retirees only. The City will modify its retiree health care plan to reflect the following:

(a) Return Plan benefits for Acupuncture to 12 visits per year (instead of unlimited) and returns the payment percentage paid to 60% (instead of 80%);

(b) Return Plan benefits for Alcohol and Drug Treatment admissions to 30 days and 3 lifetime admissions (instead of unlimited);

(c) Return Plan benefits for Outpatient Mental Health or Nervous Disorder services to 15 visit maximum (instead of unlimited);

(d) Change Plan benefits for Preventative care and wellness to 80% instead of current 100%;

(e) Return Plan benefits on the lifetime cap on plan benefits to $2.5 million (instead of unlimited);

(f) Return Plan benefits on the maximum age of dependent children to be enrolled in the Plan to age 19 unmarried, and not serving in the armed forces to 23 if attending school full time and qualifies as a dependent for federal income tax purposes.(instead of age 26); and

(g) Change Plan benefits for Emergency room benefits.

16.7 Elimination of Retiree Medical Benefits for Unit Members Hired on or after July 1, 2011

The City will not provide a retiree medical allowance, retiree medical supplement, a defined contribution, a retiree medical trust or any other retiree medical benefit for employees in this unit hired on or after July 1, 2011.

16.5 ~~Retirement Medical Supplement for Bargaining Unit Employees Hired Prior to January 1, 2009~~

~~Bargaining unit employees hired before January 1, 2009, and retiring on or after January 1, 1997, who are eligible for retirement medical allowance under Article 16.4, which includes one (1) dependent, will continue to be covered under the City's Modified Employee Medical Plan~~ **~~which includes changes to the City's Modified Plan effective September 1, 2011~~**~~, 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.~~

[ADDED BY EMERGENCY MEASURES]

16.6 ~~Defined Contribution for Retiree Medical for Bargaining Unit Employees Hired on or After January 1, 2009~~ ~~but prior to July 1, 2011.~~

~~(a) Bargaining unit employees hired on or after January 1, 2009, shall have retiree health benefits provided under a City-established defined contribution Retiree Medical Trust ("Trust").~~

~~(b) Bargaining unit employees hired on or after January 1, 2009, shall contribute three percent (3%) of their base salary to the Trust. Additionally, the City shall contribute to the Trust an amount equal to two percent (2%) of the employee's base salary. Thus, the combined total of the City and the employee contribution to the Trust shall be five percent (5%).~~

~~(c) For bargaining unit employees hired after January 1, 2009, the amount of any distribution will depend entirely on the amount of the employee and City contributions and the terms of the Trust.~~

~~(d) Bargaining unit employees hired on or after January 1, 2009, shall not be eligible for either the regular Retiree Medical Allowance (to age 65) or the Supplemental Allowance (after age 65) as set forth in Article 16.4 and Article 16.5 of this Memorandum of Understanding.~~

16.7 ~~**Retiree Medical Trust for Unit Members Hired on or After January 1, 2009 but prior to July 1, 2011.**~~

(a) ~~As soon as practicable, after January 1, 2009, the City shall establish a Retiree Medical Trust ("Trust") that will be governed by Trustees selected by the Association and the City for purposes of receiving employee and City contributions, and for paying a monthly distribution to the City's health plan to subsidize premiums on behalf of eligible retirees.~~

~~(b) The City will seek an IRS ruling so that employee and City contributions will be pre-tax, including the contribution of employee accrued sick leave pay-off. The City will also seek tax-exempt status for the Trust's earnings and the benefits paid from the Trust~~.

ARTICLE 17. SALARIES

17.1 Salary Adjustments

(a) ~~Effective on each of the following six (6) listed dates, the City shall increase the salaries of all bargaining unit employees by a percentage based on the Revenue Growth Formula of ninety percent (90%) of the actual growth from prior year in the City of Stockton's General Fund for: (1) property tax; (2) sales and use tax; (3) utility user tax; and (4) business license tax as determined by comparing the actual year-end amounts reported in the Comprehensive Annual Financial Reports (CAFRs) according to the following table; provided, however, that each salary increase shall be not less than two and one-half percent (2.5%) and not more than seven percent (7%)~~.

Date of Salary Increase	**Fiscal Years Used to Determined Revenue Growth**
July 1, 2009	90% of revenue growth from FY 2007-2008 compared to FY 2006-2007
July 1, 2010	~~90% of revenue growth from FY 2008-2009 compared to FY 2007-2008~~ **No salary increase on this date.** [Added from 2010 SIDELETTER]
July 1, 2011	~~90% of revenue growth from FY 2009-2010 compared to FY 2008-2009~~ **No salary increase on this date.** [Added from 2011 Emergency Resolution]
July 1, 2012	~~90% of revenue growth from FY 2010-2011compared to FY 2009-2010~~ **No salary increase on this date.**
~~July 1, 2013~~	~~90% of revenue growth from FY 2011-2012 compared to FY 2010-2011~~
~~June 30, 2014~~	~~90% of revenue growth from FY 2012-2013~~

	~~compared to FY 2011-2012~~

(b) ~~The City agrees to notify the Association of any change in accounting procedures, legislative changes, and the like, that may materially affect the determination of growth in City revenues as described in Article 17.1(a), and to negotiate with the Association an agreed-upon Revenue Growth Formula should any such change occur.~~

~~(c) In the event the City hereafter agrees to a higher percentage than ninety percent (90%) of any index for any other employee organization or group for determination of salary adjustments, the City shall notify the Association and the higher percentage shall also apply to the Association when determining salary adjustments.~~

~~(d) The City and the Association agree to reopen this Article 17.1 to discuss the revenue growth formula used to determined across-the-board salary increases. If the parties fail to reach an agreement on any changes that may be proposed by either party, the existing provisions of Article 17.1 shall remain unchanged.~~

17.2 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be minimum salary for the class to which that employee is appointed. When circumstances warrant, the Director of Human Resources or Director's designee may approve an entrance salary which is more than the minimum salary for the class to which that employee is appointed. Such a salary may not be more than the maximum salary for the class to which the employee is appointed.

17.3 Salary Equivalents

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

17.4 Salary Step Plan

Salary ranges for bargaining unit classifications shall consist of six (6) salary steps in each range.

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

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

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

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

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

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

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

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

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

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

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

17.5 Salary Step After Military Leave

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

17.6 Salary Step When Salary Range Is Increased

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

17.7 Salary Step After Promotion or Demotion

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

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

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

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

(c) **"Y" Rate**

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

17.8 Salary on Transfer

An employee may be transferred from a class in one department, or to a position of the same class in another department, or to a comparable class, with the approval of both the employee and department heads. In the case of a comparable class, the employee must be qualified, as determined by the Director of Human Resources. The Director of Human Resources, in making such a determination, must assure that the maximum salary rate for the classes in question are within two and one-half percent (2½ %), and shall consider, among other things, whether the employee possesses the minimum qualifications for such class, and is able to demonstrate through education, experience, or successful completion of pertinent test, that he/she is qualified for the transfer. If the transfer involves a change from the jurisdiction of one appointing authority to another, both must consent thereto.

17.9 Salary on Reinstatement

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

17.10 Acting Pay

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

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

17.11 Special Assignment Pay

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

17.12 Salary Survey Implementation

The salary recommendations contained in the Fiscal Year 2008 Salary Survey shall be implemented in the following manner:

(a) Effective January 1, 2009, the City shall implement the results of the classification and compensation salary survey (Appendix B) by increasing the base salary of the affected classifications by one-half (1/2) of the dollar amount shown on Appendix B.

(b) Effective January 1, 2010, the City shall further implement the results of the classification and compensation salary survey (Appendix B) by increasing the base salary of the affected classifications by the remaining one-half (1/2) of the dollar amount shown on Appendix B.

(c) The City shall conduct a classification and compensation study based on July 1, 2011, classification and compensation data. The City shall have no obligation to implement the survey data findings. The data gathered shall be used for information and discussion purposes between the City and the Association during year 2011 reopeners concerning retirement, health care, and Revenue Growth Formula calculations.

17.13 Pay Equity Adjustments

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

ARTICLE 18. VOLUNTARY TRANSFER

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

ARTICLE 19. SEVERABILITY OF PROVISIONS

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

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

ARTICLE 20. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

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

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

ARTICLE 21. SCOPE OF AGREEMENT

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

ARTICLE 22. DURATION OF AGREEMENT

This Memorandum of Understanding shall be effective the date of execution, and shall remain in full force and effect to and including the 30th day of June **2013**~~2014~~, and shall continue thereafter from year to year unless at least sixty (60) days prior to its expiration, either party gives written notice to the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

ARTICLE 23. MAINTENANCE OF OPERATIONS/CITY RIGHTS

(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented thereby agrees that from the date of execution through and inclusive of June 30, 2014, or six (6) months following receipt of a notice of request for reopening of this Memorandum of Understanding by either party consistent with provisions of 0, or six months following the date of mutual agreement to reopen the Memorandum consistent with 0, the Association or any person acting in its behalf, or each employee in a classification represented by the Association, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, or refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

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

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

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

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

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on ~~October 12~~, _____2012 ~~2008~~, and by an affirmative vote of the Stockton City Council on ~~December 9, 2008~~_____2012.The parties hereto have executed this Memorandum of Understanding this_____day of ~~December 2008~~.

Stockton City Employees' Association

_____

____

President

_____

____

First Vice President

_____

____

Treasurer

_____

Jenny Marquez
Board Member

Approved as to form:
ROSE LAW FIRM, P.C.

By:

_____

____
Joseph W. Rose

City of Stockton

_____

City Manager

_____

Director of Human Resources

_____

Assistant Director of Human Resources

_____

___

Deputy Director of Human Resources

Approved as to form:
, City Attorney

By:

_____

Attorney for Association

By:

_____

Alva “Wally” Storm
Labor Relations Consultant

Deputy City Attorney

APPENDIX A - CITY OF STOCKTON'S MODIFIED EMPLOYEE MEDICAL PLAN (BENEFIT RECAP)

SERVICE	% PAID	DESCRIPTION
$2,000,000 Lifetime $ Maximum		
Deductible		$150.00 per person, per year ($450.00 per family)
Acupuncture	**60%**	Limited to 12 visits per calendar year.
Alcohol and Drug Treatment (Substance Abuse Benefit)	**100%** **75%** **50%**	Three residential treatment programs per lifetime per member, of up to 30 days each, as follows: 1st Admission: **100%**; 2nd Admission: **75%**; 3rd Admission: **50%**. Must initiate through the City's E.A.P. Program. For active & family members only, **not retirees**.
Ambulance	**80%**	Ground or Air.
Annual Physical/Preventive Care **Office Visit** **Lab/Diagnostic**	 **80%** **100%**	Based on specific guidelines and services recommended by the physician. (80% office visit), (100% for lab/diagnostic).
Chiropractic Visits	**80%**	Of allowable amounts. Subject to utilization review.
Emergency Physician	**100%**	For surgery or for other approved emergency services. (Non-emergency illness 50%).
Emergency Room	**100%**	1st treatment of accident injury within 72 hours if health endangering or life threatening acute illness. Otherwise 50%.
Hearing Aids	**80%**	Lifetime max of $6,000 per member.
Home Health Care and Hospice	**100%**	Subject to Case Management.
Hospitalization	**100%**	Semi-private room rate. Pre-admit certification required if non-emergency. Concurrent utilization review required. If non-member hospital used in area where member hospitals are available (70%).
Inpatient Psychiatric	**80%**	
Other Covered Services/Supplies	**varies**	See Plan document for complete list.
Outpatient Mental or Nervous Disorder Treatment	**80%**	First 5 visits per year. 60% next 10 visits per year. (Maximum 15 visits per year. Must initiate through the City's E.A.P. Program.)
Outpatient Radiology/Lab	**100%**	Includes Preventive care: pap smear, mammogram, prostate, and other covered services.

Physicians Office Visits	**80%**	
Pregnancy	**100%**	Normal or C-Section for employee or spouse/registered domestic partner.
Prescription Drug Program	**100%**	After $3 Generic / $8 Brand name, co-pay for up to 60 day supply of prescription drugs & insulin. No vitamins. (Note: Does not apply to deductible or maximum out-of-pocket).
Radiation/Chemotherapy/Dialysis	**100%**	
Surgeon/Anesthesiologist	**100%**	
Therapy Benefits	**100%**	100% of allowed amount for physical, respiratory and cardiac therapy; and speech therapy following surgery, injury or non-congenital organic disease. **UTILIZATION REVIEW REQUIRED.**

Employee Maximum out-of pocket: After the employee pays $1,000 in co-pays and deductibles for covered medical expenses incurred by a person during a single year, the Plan will then pay 100% of covered expenses for that person for the remainder of the year.

The Benefit Recap is to be used strictly for a brief overview of benefits provided by the medical plan. Please refer to the Plan Document for detailed coverage information. All services/supplies must be medically necessary with (the exception of preventive care).

APPENDIX B – CITY OF STOCKTON 2007 CLASSIFICATION AND COMPENSATION STUDY

City of Stockton

Multi-Year Adjustments by Bargaining Unit (No Inflation)

(Employees in Below Market Job Classes and Annual Adjustment Costs)

Bargaining Unit	# of Employees	Total Payroll of Barg Unit	# ees Adjusted	Cost of Annual Adjustment Over 3 Years	Cost of Annual Adjustment Over 4 Years	Cost of Annual Adjustment Over 5 Years
10-SCEA Prof Tech	186	$11,159,715	121	$173,776	$130,332	$104,265
16-SCEA Fire	12	$696,024	0	$0	$0	$0
15-SCEA-Adm Clerical	259	$12,047,616	64	$30,038	$22,528	$18,023
Totals:	457	$23,903,355	185	$203,814	$152,860	$122,288

Total Cost over 3, 4, or 5 Years: **$611,441**

SCEA Classifications listed below are base salaries under market and will receive an increase based on the 2007 Classification and Compensation Study

Class Code	Current Job Classification Title	Top Step Annual Base Salary as of 11/20/08	% Under Market Variance	$ Under Market Variance	1st increase 1/1/2009	2nd increase 1/1/2010
10627	Evidence Technician I	$46,212	16.92%	$7,819.07	$3,909.54	$3,909.54
10605	Evidence Technician II	$51,072	16.92%	$8,641.38	$4,320.69	$4,320.69
10759	Senior Evidence Technician	$57,012	16.92%	$9,646.43	$4,823.22	$4,823.22
15757	Property Clerk	$42,540	14.23%	$6,053.44	$3,026.72	$3,026.72
10641	Real Property Agent I	$57,180	13.58%	$7,765.04	$3,882.52	$3,882.52
10454	Real Property Agent II	$66,504	13.58%	$9,031.24	$4,515.62	$4,515.62
10413	Senior Real Property Agent	$75,720	13.58%	$10,282.78	$5,141.39	$5,141.39
10301	Geographic Information Systems Analyst I	$52,740	13.08%	$6,898.39	$3,449.20	$3,449.20
10447	Geographic Information Systems Analyst II	$65,052	13.08%	$8,508.80	$4,254.40	$4,254.40
10637	Geographic Information Systems Specialist I	$52,740	13.08%	$6,898.39	$3,449.20	$3,449.20

Class Code	Current Job Classification Title	Top Step Annual Base Salary as of 11/20/08	% Under Market Variance	$ Under Market Variance	1st increase 1/1/2009	2nd increase 1/1/2010
10458	Senior Geographic Information Systems Analyst	$77,100	13.08%	$10,084.68	$5,042.34	$5,042.34
10353	Senior Geographic Information Systems Specialist	$63,324	13.08%	$8,282.78	$4,141.39	$4,141.39
10196	Economic Development Analyst	$63,828	12.71%	$8,112.54	$4,056.27	$4,056.27
10456	Senior Systems Analyst	$77,100	12.56%	$9,683.76	$4,841.88	$4,841.88
10300	Systems Analyst I	$52,740	12.56%	$6,624.14	$3,312.07	$3,312.07
10449	Systems Analyst II	$65,052	12.56%	$8,170.53	$4,085.27	$4,085.27
10628	Engineering Aide	$41,868	11.67%	$4,886.00	$2,443.00	$2,443.00
10399	Telecommunications Coordinator	$57,180	9.79%	$5,597.92	$2,798.96	$2,798.96
10842	Police Court Coordinator	$57,120	9.47%	$5,409.26	$2,704.63	$2,704.63
10800	Administrative Analyst I	$56,784	9.39%	$5,332.02	$2,666.01	$2,666.01
10395	Administrative Analyst II	$66,036	9.39%	$6,200.78	$3,100.39	$3,100.39
10350	Public Works Inspector	$68,040	8.47%	$5,762.99	$2,881.49	$2,881.49
10321	Fire Prevention Inspector I	$56,280	6.90%	$3,883.32	$1,941.66	$1,941.66
10315	Fire Prevention Inspector II	$62,316	6.90%	$4,299.80	$2,149.90	$2,149.90
10475	Senior Accountant	$74,820	6.64%	$4,968.05	$2,484.02	$2,484.02
10299	Network Support Analyst I	$52,740	5.82%	$3,069.47	$1,534.73	$1,534.73
10448	Network Support Analyst II	$65,052	5.82%	$3,786.03	$1,893.01	$1,893.01
10455	Senior Network Support Analyst	$77,100	5.82%	$4,487.22	$2,243.61	$2,243.61
10459	Technology Project Coordinator	$77,100	5.82%	$4,487.22	$2,243.61	$2,243.61
15928	Animal Services Assistant I	$38,604	5.49%	$2,119.36	$1,059.68	$1,059.68
15854	Animal Services Assistant II	$42,540	5.49%	$2,335.45	$1,167.72	$1,167.72
15821	Animal Services Officer	$44,676	5.49%	$2,452.71	$1,226.36	$1,226.36
15775	Senior Animal Services Officer	$55,548	5.49%	$3,049.59	$1,524.79	$1,524.79
10639	Engineering Technician I	$58,224	4.93%	$2,870.44	$1,435.22	$1,435.22
10526	Engineering Technician II	$61,260	4.93%	$3,020.12	$1,510.06	$1,510.06
10351	Senior Engineering Technician	$67,908	4.93%	$3,347.86	$1,673.93	$1,673.93
10500	Accountant II	$67,632	4.63%	$3,131.36	$1,565.68	$1,565.68
10363	Housing & Financial Advisor	$58,452	4.63%	$2,706.33	$1,353.16	$1,353.16
10411	Senior Housing and Financial Advisor	$66,636	4.63%	$3,085.25	$1,542.62	$1,542.62
10610	Planning Technician I	$48,348	3.96%	$1,914.58	$957.29	$957.29
10696	Planning Technician II	$52,680	3.96%	$2,086.13	$1,043.06	$1,043.06
10677	Senior Planning Technician	$60,960	3.96%	$2,414.02	$1,207.01	$1,207.01
10660	Buyer I	$54,396	3.74%	$2,034.41	$1,017.21	$1,017.21
10490	Buyer II	$60,048	3.74%	$2,245.80	$1,122.90	$1,122.90
10253	Crime Analyst	$63,828	3.31%	$2,112.71	$1,056.35	$1,056.35
15910	Police Records Assistant I	$39,540	2.24%	$885.70	$442.85	$442.85
15851	Police Records Assistant II	$42,540	2.24%	$952.90	$476.45	$476.45
15698	Police Records Assistant III	$45,852	2.24%	$1,027.08	$513.54	$513.54
10642	Accountant I	$59,748	1.59%	$949.99	$475.00	$475.00
15890	Accounting Office Assistant I	$44,136	1.21%	$534.05	$267.02	$267.02

Class Code	Current Job Classification Title	Top Step Annual Base Salary as of 11/20/08	% Under Market Variance	$ Under Market Variance	1st increase 1/1/2009	2nd increase 1/1/2010
15839	Accounting Office Assistant II	$47,052	1.21%	$569.33	$284.66	$284.66
15812	Senior Accounting Office Assistant	$54,336	1.21%	$657.47	$328.73	$328.73
10346	Code Enforcement Officer I	$56,280	1.12%	$630.34	$315.17	$315.17
10313	Code Enforcement Officer II	$62,316	1.12%	$697.94	$348.97	$348.97
10290	Senior Code Enforcement Officer	$65,508	1.12%	$733.69	$366.84	$366.84
10318	Combination Inspector I	$61,572	0.57%	$350.96	$175.48	$175.48
10240	Combination Inspector II	$68,040	0.57%	$387.83	$193.91	$193.91
10355	Assistant Planner	$64,668	0.19%	$122.87	$61.43	$61.43

SCEA Classifications listed below are base salaries over market and will not receive an increase based on the 2007 Classification and Compensation Study

Class Code	Current Job Classification Title	Top Step Annual Base Salary as of 11/20/08	% Over Market Variance	$ Over Market Variance	1st increase 1/1/2009	2nd increase 1/1/2010
15950	Recreation Assistant I	$41,532	14.29%	$5,934.92	$0.00	$0.00
15909	Recreation Assistant II	$44,676	14.29%	$6,384.20	$0.00	$0.00
15866	Senior Recreation Assistant	$54,336	14.29%	$7,764.61	$0.00	$0.00
15925	Library Aide I	$37,620	14.19%	$5,338.28	$0.00	$0.00
15894	Library Aide II	$41,532	14.19%	$5,893.39	$0.00	$0.00
15855	Library Driver/Clerk	$40,548	14.19%	$5,753.76	$0.00	$0.00
15880	Senior Library Aide	$46,920	14.19%	$6,657.95	$0.00	$0.00
10550	Golf Professional	$58,452	13.77%	$8,048.84	$0.00	$0.00
10565	Recreation Program Coordinator	$60,348	13.77%	$8,309.92	$0.00	$0.00
10806	Administrative Aide I	$56,784	11.62%	$6,598.30	$0.00	$0.00
10390	Administrative Aide II	$66,036	11.62%	$7,673.38	$0.00	$0.00
15717	Senior Police Records Assistant	$52,944	11.48%	$6,077.97	$0.00	$0.00
10329	Plan Checker I	$74,748	11.03%	$8,244.70	$0.00	$0.00
10317	Plan Checker II	$78,576	11.03%	$8,666.93	$0.00	$0.00
10310	Senior Plan Checker	$84,024	11.03%	$9,267.85	$0.00	$0.00
15713	Secretary	$52,944	10.36%	$5,485.00	$0.00	$0.00
10430	Building Permit Technician	$58,920	9.75%	$5,744.70	$0.00	$0.00
15719	Records Specialist	$52,944	8.56%	$4,532.01	$0.00	$0.00
15790	Bookmobile Driver/Circulation Assistant	$46,920	7.76%	$3,640.99	$0.00	$0.00
15944	Circulation Assistant I	$38,604	7.76%	$2,995.67	$0.00	$0.00
15934	Circulation Assistant II	$42,540	7.76%	$3,301.10	$0.00	$0.00
15850	Library Assistant I	$44,676	7.76%	$3,466.86	$0.00	$0.00
15836	Library Assistant II	$51,744	7.76%	$4,015.33	$0.00	$0.00
15760	Senior Library Assistant	$58,452	7.76%	$4,535.88	$0.00	$0.00
10266	Project Manager I	$68,940	7.51%	$5,177.39	$0.00	$0.00
10264	Project Manager II	$72,468	7.51%	$5,442.35	$0.00	$0.00
10262	Project Manager III	$76,176	7.51%	$5,720.82	$0.00	$0.00
10640	Librarian I	$56,784	6.33%	$3,594.43	$0.00	$0.00
10520	Librarian II	$66,036	6.33%	$4,180.08	$0.00	$0.00
10655	Librarian Trainee	$51,744	6.33%	$3,275.40	$0.00	$0.00
10195	Redevelopment Specialist	$76,104	5.64%	$4,292.27	$0.00	$0.00
15715	Office Specialist	$52,944	5.59%	$2.959.57	$0.00	$0.00
15892	Revenue Assistant I	$44,136	5.54%	$2,445.13	$0.00	$0.00
15843	Revenue Assistant II	$47,052	5.54%	$2,606.68	$0.00	$0.00
16876	Fire Telecommunicator I (10-12 hour)	$57,120	5.34%	$3,050.21	$0.00	$0.00
16864	Fire Telecommunicator I (24-hour)	$57,120	5.34%	$3,050.21	$0.00	$0.00
16837	Fire Telecommunicator II (10-12 hour)	$60,048	5.34%	$3,206.56	$0.00	$0.00
16832	Fire Telecommunicator II (24-hour)	$60,048	5.34%	$3,206.56	$0.00	$0.00

Class Code	Current Job Classification Title	Top Step Annual Base Salary as of 11/20/08	% Over Market Variance	$ Over Market Variance	1st increase 1/1/2009	2nd increase 1/1/2010
15860	Customer Service Assistant	$43,872	4.63%	$2,031.27	$0.00	$0.00
15694	Office Assistant I	$38,604	4.63%	$1,787.37	$0.00	$0.00
15834	Office Assistant II	$42,540	4.63%	$1,969.60	$0.00	$0.00
15714	Senior Office Assistant	$52,944	4.63%	$2,451.31	$0.00	$0.00
15644	Revenue Collector	$54,336	3.92%	$2,129.97	$0.00	$0.00
10394	Storm Water Outreach Coordinator	$66,036	2.73%	$1,802.78	$0.00	$0.00
10348	Associate Planner	$78,576	2.55%	$2,003.69	$0.00	$0.00
15863	Police Telecommunicator I	$57,120	2.18%	$1,245.22	$0.00	$0.00
15831	Police Telecommunicator II	$60,048	2.18%	$1,309.05	$0.00	$0.00
10344	Housing & Rehabilitation Counselor I	$59,280	1.51%	$895.13	$0.00	$0.00
10312	Housing & Rehabilitation Counselor II	$65,508	1.51%	$989.17	$0.00	$0.00
10294	Senior Housing Rehabilitation Counselor	$68,868	1.51%	$1,039.91	$0.00	$0.00
15916	Reprographics/Mailroom Technician I	$38,604	1.20%	$463.25	$0.00	$0.00
15895	Reprographics/Mailroom Technician II	$44,676	1.20%	$536.11	$0.00	$0.00
10214	Assistant Civil Engineer	$86,148	1.17%	$1,007.93	$0.00	$0.00
10245	Assistant Engineer/Traffic	$76,716	1.17%	$897.58	$0.00	$0.00
10244	Assistant Traffic Engineer	$86,148	1.17%	$1,007.93	$0.00	$0.00
10360	Junior Engineer	$67,908	1.17%	$794.52	$0.00	$0.00
10681	Code Enforcement Assistant	$46,680	1.12%	$522.82	$0.00	$0.00
10215	Assistant Engineer	$76,716	0.92%	$705.79	$0.00	$0.00
15963	Community Service Officer I	$46,920	0.91%	$426.97	$0.00	$0.00
15920	Community Service Officer II	$50,412	0.91%	$458.75	$0.00	$0.00
10302	Technology Support Specialist I	$52,740	0.79%	$416.65	$0.00	$0.00
10446	Technology Support Specialist II	$63,072	0.79%	$498.27	$0.00	$0.00
15745	Parking Violations Deputy	$42,036	0.06%	$25.22	$0.00	$0.00
10263	Assessment District Maintenance Coordinator	$76,176	0.00%	$0.00	$0.00	$0.00
10216	Assistant Architect	$72,468	0.00%	$0.00	$0.00	$0.00
10129	Assistant Landscape Architect	$62,316	0.00%	$0.00	$0.00	$0.00
10444	CMMS Technician	$63,072	0.00%	$0.00	$0.00	$0.00
15912	Mail Courier	$38,604	0.00%	$0.00	$0.00	$0.00
15776	Office Technician	$55,884	0.00%	$0.00	$0.00	$0.00
10480	Recycling Specialist	$63,444	0.00%	$0.00	$0.00	$0.00

*** Increases are representative of salary at top step. Increases to other than top step shall be adjusted by the same proportionate amount.**

APPENDIX C – RELEASE OF CLAIMS RELATED TO 2011 AND 2012 DECLARATIONS OF FISCAL EMERGENCY AND RELATED ACTION

1. The Stockton City Employees' Association (defined herein as including without limitation the SCEA's members, bargaining unit members, officials, attorneys and affiliates) agrees to release the City of Stockton (including without limitation its officers, employees, council members, attorneys, agents and assigns) from any and all liability arising out of or related to the City's declaration of fiscal emergency on May 17, 2011(Resolution No. 11-0114) and February 28, 2012 (Resolution No. 1502-01), including any and all actions taken by the City of Stockton and its employees, officers, council members, attorneys, agents and assigns prior to the effective date of this Release pursuant to the declarations of fiscal emergency, including but not limited to, the Resolution affecting the terms and conditions of employment of past, present or future employees of the City in the SCEA bargaining unit (Resolution Nos. 11-0166 and 1502-02). By entering this agreement, the SCEA releases the City of any and all liability related to loss of wages and benefits, and other changes to terms and conditions of employment that resulted from or are related to the City's 2011 emergency declarations and related actions taken pursuant to those declarations prior to the effective date of this Release.

2. SCEA and the City understand and expressly agree that this Release extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future, arising from or attributable to the City's emergency declarations for actions taken prior to the effective date of this Release pursuant to those declarations. The parties acknowledge that any and all rights granted to the parties under Section 1542 of the California Civil Code or any analogous state or federal law or regulation, are hereby expressly waived. The parties recognize and acknowledge that the factors which have induced them to enter into this Agreement might turn out to be incorrect or different from what they had previously anticipated, and the parties expressly assume all of the risks of this waiver of California Civil Code Section 1542. Section 1542 of the California Civil Code, reads as follows:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the**

time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

3. In consideration of the foregoing promises and other considerations, the SCEA, for itself, its attorneys, members, officers, directors, represented employees and affiliates, hereby fully and forever releases, discharges and covenants not to sue or otherwise institute in any way, actively participate in or voluntarily assist in any legal or administrative proceedings against the City connected to the actions or omissions occurring on or before the effective date of this Release. This includes the immediate withdrawal of all litigation, grievances, demands for arbitration, and administrative claims.

4. The effective date of the Release shall be the date of the City Council's approval of the 2012 – 2013 MOU between the City and the Stockton City Employees' Association; provided, however, that the parties agree to stay all litigation, arbitration, or other legal or administrative proceedings as of the effective date of this Release until both parties have an adequate opportunity to ratify. The parties shall inform all courts, arbitrators or administrative bodies in which any matter released herein is pending that the matter has been temporarily stayed pending ratification by the parties.

5. All parties expressly waive any right to recover attorneys' fees and costs.

CITY OF STOCKTON

MEMORANDUM OF UNDERSTANDING
OPERATIONS AND MAINTENANCE UNIT
MUNICIPAL UTILITIES DEPARTMENT

Operating Engineers' Local 3, AFL-CIO and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit identified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyer-Milias-Brown Act (Government Code sections 3500-3510) and has been jointly prepared by the

parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned for salary and benefit adjustments for the period commencing July 1, **2012** ~~2011~~, and ending June 30, 201**3** ~~2~~.

TABLE OF CONTENTS

The Table of Contents will be updated once the agreement is finalized.

Section	Section Title	Page
1	Recognition	3
2	Union Security	3-10
3	Compliance with Federal Laws/Safety	10-11
4	Probation	11-12
5	Layoff	12-14
6	Reemployment	14
7	Discipline	15-16
8	Grievance Procedures	16-19
9	Leaves	19-27
10	Days and Hours of Work	27-28
11	Overtime	28-31
12	Holidays	31-32
13	Compensation and Allowance Other than Base Salary	32-36
14	Insurance Plans and Retirement Benefits	36-38
15	Salaries	39-44
16	Severability of Provisions	44
17	Past Practices and Existing Memoranda of Understanding	44
18	Scope of Agreement	44-45
19	Duration of Agreement	45

20 Maintenance of Operations/City Rights.....45-46

Section 1. Recognition

Operating Engineers' Local 3, AFL-CIO, hereinafter referred to as the "Union," is the recognized employee organization for the Operations and Maintenance Unit, certified pursuant to the Employer-Employee Relations Ordinance (Stockton Municipal Code §§ 2-200, *et seq.*).

Section 2. Union Security

2.1 Dues Deduction

(a) General. The Union 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 Union 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 canceled 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.

Additional authorization shall not be required for deduction of increased membership dues when such increase has been duly approved by the membership of the Union. Notification of such approval shall be forwarded to the City in the form of written notice on official Union letterhead and signed by the duly authorized Union official. Upon receipt of notification, the City shall authorize the payroll deduction of the increased amount.

If an employee is promoted to a position which is represented by another employee organization or to an unrepresented unit, membership dues for the former unit will not be deducted from the employee's paycheck by the City.

Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Union 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 Union members who request it, premiums for group insurance and investment plans sponsored by the Union. 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.~~

[MODIFICATION FROM 2009 SIDE LETTER RE: UNION SECURITY ARRANGEMENT.]

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 pay 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 Union shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of Union dues or premiums for benefits. In addition, the Union 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 Union 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 Union shall not be compulsory. A unit member has the right to choose, either: to become a member of the Union; or, to pay to the Union a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section (f) below.

(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) below, and who has not voluntarily made application for membership in the Union 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 Union a representation fee, in exchange for representation services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Union.

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

(3) Prior to beginning such automatic payroll deduction, the Business Representative of the Union 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 Union; 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 Union 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 Union shall be an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Union for the duration of this Agreement, minus any amount which is prohibited by the Constitution because such funds pay for political or ideological purposes not related to collective bargaining.

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

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

(e) Annual Verification of Agency Fee by the Union. 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 Union shall submit a written certification to the fee payers verifying that the total amount of its representation fee conforms to Section (c) above, 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 Union prior to January 31st. The Union will submit a copy of such verification to the Director of Human Resources of the City. The parties agree that such annual verification is a condition precedent to the collection by either the City or the Union of a representation fee from a unit member.

(f) Employees Exempted From Obligation to Pay Union

(1) Any unit member shall be exempt from the requirements of Section (b) above, if such employee has a bona fide religious objection as defined by Section 3502.5 of the Government Code to the payment of any fee in support of a Union or "employee organization" as defined in Section 3540.1(d) of the Government Code.

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

a. United Way.
b. American Cancer Society.
c. Any charity jointly agreed in writing by the parties.

(3) If a unit member desires to be exempted for reasons set forth in Section (f) herein, the unit member must first request such exemption in writing from the Union setting forth briefly the rationale for the exemption. If the Union notifies the unit member in writing that the Union 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 Union, one (1) person selected by the unit member, and an arbitrator selected by the parties chosen from a list submitted by the State Conciliation Service. 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 Union 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 Union or to the charity. Any decision by the panel shall apply for the duration of this Memorandum of Understanding.

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

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

(g) Escrow Account. If any unit member either disputes the amount of the fee or disputes whether or not an exemption was appropriately denied, the City shall deposit the fee which was deducted and place such amount into a special escrow account established by the Union 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 Union's procedure for determination, provided that the parties have first complied with the other provisions of this Section.

(2) The Union 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 Union 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 Union'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 Union's internal procedure.

(i) Payment Method/Payroll Deduction

(1) A unit member may voluntarily sign and deliver to the City a written assignment authorizing deduction of the properly established representation fee as defined in Section (c) above, 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 Union 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.

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

(k) Hold Harmless Provision. The Union 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 8.3(e).

2.3 Use of City Facilities

(a) The Union 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 Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department. The Union may submit to the City Employee Relations Officer written communications having to do with official Union business for distribution by the City to identified shop stewards. Distribution may be by e-mail.

(b) Any representative of the Union 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 Union 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 Union 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 Union 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 Union 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 Union 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. 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. **Time spent for these purposes while a representative is not scheduled to work shall not be compensated by the City and shall not be considered as hours worked.** Except by mutual agreement the number of the employees excused for such purposes shall not exceed three (3) per recognized bargaining unit.

~~Time spent for this purpose during the representative's scheduled hours of work count as hours worked. Time spent for this purpose which may exceed the representative's regularly scheduled hours of work shall be compensated as overtime or compensatory time.~~

2.6 Maintenance of Membership

All employees in the Operations and Maintenance unit who are members of the Union, tendering periodic dues at the execution of this agreement, and all employees who thereafter become members of the Union shall, as a condition of employment, pay dues to the Union for the duration of this Memorandum of Understanding, and each year thereafter. For a period of thirty (30) days prior to January 1, 2009 and thirty (30) days prior to any January 1, thereafter, any employee in the aforementioned unit who is a member of the Union shall have the right to withdraw from the Union discontinuing dues payments and retain employment in the City, subject to provisions of Section 2.2. Agency Fee. Said withdrawal shall be communicated by the employee in writing to the City. The provisions of this section shall be operative only to the extent that they are permissible under California law.

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 Resolution after providing notice and the opportunity to consult with the Union regarding such matters.

2.8 Contract Ratification

Ratification votes for Contract will be handled on city time during the day.

Section 3. Compliance with Federal Laws/Safety

3.1 Non-Discrimination. The City and the Union agree that there shall be no discrimination of any kind because of **age (over 40),** race, creed, color, religion, national origin, **ancestry), veterans status, physical or mental disability, marital status, sexual orientation,** sex **(sexual, gender based, pregnancy/childbirth)**, political affiliation or legitimate union activity **or on any other basis prohibited by applicable federal and State law** against any employee or applicant for employment. **In addition, the Union shall cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.** ~~; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age.~~

3.2 Fair Labor Standards Act. The Union agrees to cooperate with the City to insure its members' compliance with the provisions of the Fair Labor Standards Act.

3.3 Safety. The Union shall cooperate with the City in promoting safety objectives as defined in Federal, State and local regulations by actively supporting safety programs, promoting safe work habits of members and encouraging an ongoing, active participation by its members in safety related procedures and practices as offered and promulgated by the City of Stockton.

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

All original and promotional appointments shall be tentative and subject to a probationary period of six (6) months, unless a longer probationary period is stated in the class specification. The probationary period may be extended up to an additional six (6) months in those cases where the appointing authority and the Director of Human Resources agree that such extension would be beneficial to the employee and the City.

4.3 Retention/Rejection of Probationer

At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee in the service is desired. The City will make a good faith effort to notify a probationary employee two (2) weeks before the end of the probationary period whether or not 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.

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 7 of this Memorandum of Understanding and in the Civil Service Ordinance and Civil Service Rules, which are consistent therewith.

4.4 Alcohol and Drug Testing. All original and reemployed appointments must pass a drug and alcohol screening prior to being offered City employment. This shall include non-represented part-time, seasonal, provisional, and temporary appointments.

Section 5. Layoff

5.1 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.

5.2 Layoff Scope

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

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

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

5.3 Notice of Layoff

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

5.4 Precedence by Employment Status

(a) No permanent employees 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:

(1) extra help or seasonal
(2) provisional
(3) temporary
(4) 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 part-time classes shall be considered as separate from regular full-time classes.

The following provisions shall apply in computing total continuous service:

(1) Time worked in a permanent or probationary status shall count as service.
(2) Time spent on military leave shall count as service in the event the leave was taken subsequent to entry.
(3) Time worked in an extra help, seasonal, provisional, temporary, grant or other limited term status shall not count as service.

If two (2) or more employees have the same seniority, **order of seniority shall be determined by their respective ranking on the eligibility list for hire.** ~~most recent performance evaluation shall determine seniority.~~

If two (2) or more employees have the same seniority, but were not hired from a ranked eligibility list, the order of seniority shall be determined by lot.

If two (2) or more employees have the same seniority, but were hired from separate ranked eligibility lists, the order of seniority shall be determined by lot.

(b) Any employee in the Operations and Maintenance Unit who is laid off may complete a City employment application for any position currently staffed by a part time, provisional, or temporary employee. The Human Resources Department will evaluate the employment application. If the laid off employee meets the minimum qualifications of that position, he/she shall have the option of displacing the part time, provisional, or temporary employee.

5.5 Employee Options

Employees laid off shall have any of the following choices:

(a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources 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 the classification who has the least (total service) seniority.

5.6 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 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.

Section 6. Reemployment

(a) The name of each employee who is laid off in accordance with Section 5. 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 the service. The employee shall not be placed on said eligibility list or lists without first submitting a written request. Employee's place on said list or lists shall be at the head of the eligibility list for the class of positions for which qualified as hereinabove set forth and shall be given preference in filling vacancies except for those persons placed on said list or lists of reemployment in the same positions previously held. **An employee who waives reemployment shall have his/her name removed from this reemployment list unless mutually agreed to by the Department and employee.** Upon certification for appointment to a new position never having been held by this employee, the probationary period must be completed as required in this Memorandum of Understanding.

Section 7. Discipline

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

7.1 Predisciplinary Rights

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

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

7.2 Administrative Leave

The City may place an employee on administrative leave pending the completion of the predisciplinary process.

7.3 Provisions

The appointing authority may discharge, suspend or demote any employee in the classified service provided the Stockton Municipal Code provisions and the rules and regulations of the Civil Service Commission and any applicable provisions of law are followed. 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) calendar days of written notification of the action. (Such filing will foreclose use of the grievance procedure.)

(c) File a grievance as provided for in Section 8 within ten (10) calendar days of written notification of the action.

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

All verbal reprimands and written reprimands shall be removed from the employee's record after a period of one year if there has been no reoccurrence of the infraction and the employee has a good work record. All other disciplinary records shall be removed from an employee's work record after two (2) years if

there has been no reoccurrence of the infraction and the employee has a good work record.

Section 8. Grievance Procedures

8.1 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.

8.2 Filing Deadline

(a) No grievance involving demotion, suspension, discharge or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) calendar days of the time at which the affected employee received written notification of such action. All other grievances must be filed within thirty (30) calendar days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

(b) With written consent of the City Manager or his/her designee and the Union Business Agent or his/her designee, time limits may be extended and/or Steps 1, 2 and/or 3 of the Grievance Procedure waived.

8.3 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 twenty (20) calendar days from the day of presentation or if the employee elects to submit the grievance directly to the Union recognized as the representative of that employee's classification, or if the employee/Union official notifies the Director of Human Resources, in writing, that a grievance exists, the procedure hereinafter specified may be invoked.

(b) Step 2 - Director of Human Resources Review. If the employee is not satisfied with the response at level one, then the employee may appeal the grievance to the Director of Human Resources within twenty (20) calendar days of the receipt of written response at level one. 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 Union may file and process grievance(s) on behalf of the specifically named employee. The Director of Human Resources shall have twenty (20) calendar days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph, except for the resolution of compensation complaints.

~~(c) Step 3 - Adjustment Board. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is present during the terms of this Memorandum of Understanding, within twenty (20) calendar days of the receipt of the level three response, such grievance shall be submitted to an Adjustment Board comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process.~~

(c) ~~(d)~~ Step **3** ~~4~~ - Arbitration. If **the parties are unable to reach a mutually satisfactory accord on the grievance at Step 2** ~~an Adjustment Board is unable to arrive at a majority decision~~, within twenty (20) calendar days either the Union or the City may require that the grievance be referred to an impartial 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 Conciliation Service. 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 Union and City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

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

8.4 Scope of Arbitration

(a) No ~~Adjustment Board and no~~ arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in paragraph 8.1.

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

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from ~~Board of Adjustment or~~ arbitration proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources and the Union.

8.5 Other Provisions

If the Director of Human Resources or City Manager, in pursuance of the procedures outlined above, resolves a grievance which involved suspension or discharge, they 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 judgment of management and if the findings are that the City had such right, the arbitrator may not order reinstatement and may not assess any penalty upon the City.

Complaints which allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances and processed pursuant to Section 8.3. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding 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) calendar days from the date upon which the complaint was filed.

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

A grievant will be provided release time without loss of pay for all required meetings with management. The City cannot discriminate or retaliate in any manner against an employee for filing a grievance or exercising rights under this Section.

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

All grievances of employees in representation units represented by the Union shall be processed under this Section. If the Stockton Municipal Code and/or the Civil Service Rules and Regulations requires that a differing option be available to the employee, no action under paragraph **(c)** ~~(d) or (e)~~ of Subsection 8.3 above shall be taken unless it is determined that the employee is not utilizing such option.

No action under paragraph **(c)** ~~(d) or (e)~~ of Subsection 8.3 above 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 a**n** ~~Board of Adjustment or~~ arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

Section 9. Leaves

9.1 Vacation Leaves

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

(1) Less than one and one-half (1-1/2) years continuous employment ..... 80 hours/year.

(2) After one and one-half (1-1/2) to seven and one-half (7-1/2) years continuous employment ..... 108 hours/year.

(3) After seven and one-half (7-1/2) to fifteen (15) years continuous employment ..... 144 hours/year.

(4) After fifteen (15) to twenty-five (25) years continuous

employment ..... 189 hours/year.

(5) Thereafter, seven (7) additional hours for each completed year of service in excess of twenty-five (25) years.

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

(b) Maximum Vacation Accrual. Employees reaching the maximum hours shall stop accruing additional hours until they are below the caps listed here. No vacation hours maybe added to sick leave and balances without exception.

Maximum Vacation Accrual Caps.

40 hour employee	
Under 1.5 yrs	120 hours (15 days)
1.5-7.5 yrs	240 hours (30 days)
7.5-15 yrs	280 hours(35 days)
15-25yrs	320 hours (40 days)
26 yrs	328 hours (41 days)
27 yrs	336 hours (42 days)
28 yrs	344 hours (43 days)
29 yrs	352 hours (44 days)
~~etc~~	

For every year of service beyond 29, the employee is allowed to add an additional seven (7) hours to the maximum accrual cap.

(c) Vacation Scheduling. Vacation leaves shall be scheduled with due consideration for the wishes of the employee and so as to not interfere with the normal operation of the City business. Vacation requests are accepted on a day for day basis.

(d) Holiday during Vacation. If any such paid holidays fall within an employee's vacation leave, the employee will not be charged vacation accrual for that day.

(e) Cash Payment Option for Vacation.

(1) An employee may elect to receive cash payment for up to a maximum of forty (40) hours of accumulated **vacation** hours annually except that all cash outs shall be suspended during furlough **or fiscal emergency** periods.

(f) Vacation Cash Out Upon Separation. When an employee is separated from the service between February 17, 2012 and July 1, 2014, the employee's remaining vacation allowance, if any, shall be paid as follows:

(1) Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated vacation hours.

(2) On the one year anniversary of employee's separation, he/she shall receive the second payment of one third (1/3) or $10,000, whichever is greater, of the balance of his/her unused accumulated vacation hours.

(3) On the second anniversary of separation, he/she shall receive the balance payment of the unused accumulated vacation hours.

(4) Employees who are involuntarily separated shall have their unused accumulated vacation hours, if any, added to his/her final compensation.

9.2 Sick Leave

(a) Accrual. All regular full-time employees, except provisional and temporary employees, shall accrue sick leave at the rate of eight (8) hours for each month of completed service.

All regular 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 accrue 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 by pregnancy, miscarriage,

abortion, childbirth and recovery therefrom.

(c) Family Sick Leave. Employees may utilize up to one-half of their annual sick leave accrual in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care that otherwise would not be covered by the FMLA or CFRA leaves.

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, legal dependant, and registered domestic partner~~ship~~.

In special cases, with the approval of the Director of Human Resources, a department head may grant the use of sick leave in other circumstances.

It is not the intent of this provision to conflict with any state or federally mandated policies, such as the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or Pregnancy Disability Leave (PDL).

(d) Reporting Procedures for Sick Leave. When the requirement for sick leave is known to the employee in advance of the absence (for example, including 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 to the thirty (30) minute notification shall be cause for the following disciplinary action:

(1) For the first time within 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. If no other incident occurs within six (6) months of the most recent incident, the disciplinary data will be removed from the employee's active file.

(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 exact reason, and such other information as is necessary for the request to be evaluated. If an employee doesn't return to work prior to the preparation of the payroll, other arrangements may be made with the department head.

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

The Director of Human Resources ~~may make such sick leave usage reviews and may require such additional documentation including a physician's statement~~ **may require a doctor's certificate or other reasonable proof of illness** as he**/she** deems necessary ~~before approving the sick leave benefit.~~ **in order for an employee to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay.**

(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 Union representation at such meeting. After such meeting, and depending on the factual circumstances, the City may:

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

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

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

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

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

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

(g) Payment for Unused Sick Leave for Unit Employees ~~Hired on or before June 30, 2011. Upon separation of employment by reason of death, service or disability retirement, the employee or the employee's estate will be paid 50% of the total unused sick leave balance as of June 30, 2011 at its current cash value as of June 30, 2011. Any sick leave accrued on or after July 1, 2011 shall have no cash value.~~ **Effective February 17 2012, all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees shall be eligible for CalPERS service credit for unused sick leave at retirement based on the PERS contract provisions in effect at the time of their hire.**

(h) ~~No Payment for Unused Sick Leave or Conversion to CalPERS Service Credit for Unused Sick Leave for Unit Employees Hired on or After July 1, 2011.~~

(1) ~~Unit employees hired on or after July 1, 2011 shall not receive any cash payout of sick leave nor are they eligible to convert unused sick leave towards CalPERS service credit as soon as administratively possible consistent with CalPERS amendment process~~.

9.3 Other Leaves with Pay

(a) Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon request be granted up to three (3) days bereavement leave with pay without charge to his accumulated sick leave credits

or vacation eligibility. The Director of Human Resources 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, and **registered** domestic partner.

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 accumulated sick leave credits.

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

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

~~Jury duty or witness duty appearances shall be considered in terms of "whole days" (8 hours) or "half days" (4 hours) of service.~~ If an employee is not due to appear for jury duty or as a witness until an afternoon court session, the employee will be expected to work his usual morning schedule. If an employee is required to appear for a morning court session and is sent home before noon and not required to return in the afternoon, the employee will be expected to work his usual afternoon schedule.

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 the 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 duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force or any other branch of the Military Service of the United States or the State of California. Said employees shall be reinstated in the position they held when they were inducted into Military Service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

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

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

Two (2) 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.

9.4 Workers' Compensation Leave

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

Compensation Law.

(b) Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. **An employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources**.

9.5 Leave of Absence Without Pay

(a) Entitlement. Employees shall not be entitled to leave of absence without pay as a matter of right, but only upon the determination of the City that the granting of such leave 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 leaves of absence without pay must be recommended by the department head and approved by the Director of Human Resources. No such leave may extend beyond twelve (12) months, except in the case of absence due to job incurred disability where a determination may be made based upon the needs of public service, or in the event an application for service connected disability retirement has been filed.

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

9.6 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 canceled, 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 without a satisfactory explanation shall be deemed to have voluntarily resigned from the City of Stockton. An employee must provide a written statement to the Human

Resources Department regarding a "satisfactory explanation", within ten (10) calendar days after the City mails a notice of voluntary resignation to the employee's last known address.

Section 10. Days and Hours of Work

10.1 Workweek

The normal workweek in this unit consists of five (5) consecutive eight (8) hour days or a total of forty (40) hours, generally Monday through Friday in a seven (7) day work period. Where operational requirements of a department require deviations from this schedule, the department head with City Manager approval may institute alternate work schedules as long as the City meets with the Union over the impact of such schedules and conforms to work period requirements of the Fair Labor Standards Act.

10.2 Meal Periods and Rest Periods

(a) Employees shall receive a one (1) hour or one half-hour ~~or on half-hour~~ (1/2) meal period, without pay, each day and a fifteen (15) minute paid rest period during the first half of the work day and a second fifteen (15) minute paid rest period during the second half of the work day. Employees who exceed the time limits prescribed above for lunch and/or rest periods shall have their pay reduced accordingly.

(b) Where operational requirements of a department require deviations from this schedule, meal periods of other durations and alternate rest periods may be instituted with the approval of the Department Head or Designee.

10.3 Reporting to Work

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

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

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

(c) 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 employees may be discharged.

If an employee reports to the work site 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 removed from the personnel file upon request.

Section 11. Overtime

11.1 Overtime Authorization

All compensable overtime must be authorized by the department head or his designated representative in advance of 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.

11.2 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) **Statutory overtime shall be paid on actual time worked in excess of forty (40) hours in any workweek. Such overtime 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.** ~~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 basis or except as provided elsewhere herein. Time worked shall include time paid for pre-approved leaves.~~ **Furlough hours shall be considered as actual time. Sick leave, vacation, holiday, or other time taken as compensated time off shall not be considered as actual time worked.**

[Language from 2008 Settlement Agreement except for **bold and underlined**]

(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 in excess of eight (8) hours on a holiday observed by the City shall be paid for at double time and one-half (2-1/2) except for employees~~

~~employed on a per hour or per day basis, except as provided elsewhere herein.~~

(c) ~~(d)~~ The City may require mandatory overtime when operational needs if the City dictate the need to work such overtime. Work in excess of forty (40) hours in any workweek will be paid at time and one-half pay or CTO in accordance with Section 11.4 (b).

11.3 Standby Duty

When warranted and in the interest of the City operation, department heads or **their** designee may assign employees to "standby" status.

(a) Application of "standby" shall be as follows:

(1) Each employee so assigned to "standby" shall be provided with a communication device while on standby and shall be able to report to the work site with best efforts within 30 minute; in no event longer than forty-five (45) minutes.

(2) Employees on standby shall have the option to trade **hours** ~~days and/or weeks~~ of standby status with another qualified employee in the same unit or division with departmental approval.

(3) Standby shall be assigned in a minimum of eight (8) hours blocks, i.e., Monday - Friday work week standby can be 8, 16, 24 hour blocks. The block of standby will be to one (1) person per 24 hour period.

Standby for weekends i.e., Saturday, Sunday or extended holiday weekends (Friday – Sunday, or Saturday - Monday) will be assigned 8 - 48 hour blocks to one (1) person per weekend (up to 72 hours for holiday weekend).

(b) Compensation of "standby" shall be as follows:

(1) Employees assigned to standby duty shall be paid **$3.00 per hour** ~~two (2) hours for every eight (8) hours of standby~~ **while assigned to be on standby. An employee shall earn** ~~and~~ time and one-half (1- 1/2) for all actual time worked while on standby duty status **only if eligible for overtime as defined in Section 11.2 above. An employee shall not continue to receive the "standby" premium during actual time worked, or for any hours paid as overtime or call back**. **Standby is not**

considered as time in "paid status because of work performed" for purposes of calculating overtime.

~~(2) Employees assigned to standby duty status on holidays observed by the City shall be paid two (2) hours for every eight (8) hours of standby, time and one-half (1-1/2) for all actual time worked while on standby duty status, and double time and one-half (2-1/2) for all actual time worked in excess of eight (8) hours while on standby duty status.~~

11.4 Call Back

Employees 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), **if eligible for overtime as defined in Section 11.2, above**, whichever is greater.

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

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

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

(c) An employee is ineligible to receive a premium for both standby and call back. For example, employees shall not receive standby pay for hours in which they are paid overtime or call back pay.

11.5 Compensatory Time

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

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

(d) Payment. Once eighty (80) hours of Compensatory Time is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period will automatically be paid.

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

11.6 Meal Allowance

The City shall provide a meal allowance of FIFTEEN DOLLARS AND NO CENTS ($15.00) for an employee who is held over and works a minimum of four (4) hours. Employees called back to work or called back from a day off with less than two (2) hours notice shall qualify for the FIFTEEN DOLLARS AND NO CENTS ($15.00) meal allowance when they work a minimum of four (4) hours. Extension of the work schedule or call-back must be properly authorized by the employee's supervisor or other designated personnel.

Section 12. Holidays

12.1 Qualifying for Holiday Pay

All regular employees, excluding provisional and temporary employees, shall be entitled to take all authorized holidays at full pay not to exceed eight (8) hours for any one (1) holiday.

12.2 Holidays Observed by the City

(1) January 1 .....New Years' Day
(2) Third Monday in January (FLOATING) .....Martin Luther King Jr.'s Birthday
(3) Second Monday in February (FLOATING)..... Lincoln's Birthday
(4) Third Monday in February (FLOATING)..... Washington's Birthday
(5) March 31 (FLOATING).....Cesar Chavez Birthday
(6) Last Monday in May ..... Memorial Day
(7) July 4..... Independence Day
(8) First Monday in September .....Labor Day
(9) Second Monday in October (FLOATING).....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 (FLOATING)~~

~~FLOATING holidays to be used within calendar year.~~

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

If any of said holidays fall on a Sunday, the following Monday shall be observed as a holiday. If any of said holidays fall on a Saturday, the preceding Friday shall be observed as a holiday.

In order to receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.

12.3 Compensation for Holidays Worked

Prior approval for holiday work must be secured from the City Manager except in emergency situations where said approval cannot be obtained beforehand.

12.4 Holiday Cash Out Upon Separation

When an employee is separated from the service between February 17, 2012 and July 1, 2014, the employee's remaining holiday allowance, if any, shall be paid as follows:

(a) Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated holiday hours.

(b) On the one year anniversary of employee's separation, he/shall shall receive the second payment of one third (1/3) or $10,000, whichever is greater of the balance of his/her unused accumulated holiday hours.

(c) On the second year anniversary of employee's separation he/she shall receive payment for the balance of the unpaid accumulated holiday hours.

(d) Employees who are involuntarily separated shall have their remaining holiday allowance, if any, added to his/her final compensation.

Section 13. Compensation and Allowance Other Than Base Salary

13.1 Public Employee Retirement System Benefits for Unit Employees hired on or before June 30, 2011.

(a) The City will pay seven percent (7%) of the employee's current base salary (employee's contribution) and other compensation as qualified by State law towards the Public Employees' Retirement System (P.E.R.S.). Such amounts will be applied to the employee's individual account in accordance with California Government Code section 20615.

(b) The City's P.E.R.S. retirement plan is two percent (2%) at age 55.

(c) The City's P.E.R.S. retirement plan is modified to reflect California Government Code section 20930.3 (Military Service Credit as Public Service) and section 20930.33 (Military Service Credit for Retired Persons) effective upon adoption by Stockton City Council and Board Administration of the P.E.R.S.

(d) The City will ~~make application to~~ provide P.E.R.S. California Government Code section 20692 (Employer Paid Member Contributions Converted to Payrate during the Final Compensation Period) as added P.E.R.S. benefits. At the beginning of employee's last year of employment, the employee will pay their employees' seven percent (7%) benefit cost through an automatic payroll deduction. The City will increase the base salary for those employees by the same seven percent (7%) for the last twelve (12) months of employment. Internal Revenue Service (IRS) Code 414H(2) will be concurrently implemented with P.E.R.S. California Government Code section 20692, to be effective upon adoption by the Stockton City Council and P.E.R.S. Administration Board.

The City will ~~make application to~~ provide P.E.R.S. California Government Code section 20965 (Credit for Unused Sick Leave) as added P.E.R.S. benefits, to be effective upon adoption by the Stockton City Council and P.E.R.S. Administration Board.

The City will ~~make application to~~ provide P.E.R.S. California Government Code section 21574 (Fourth Level of 1959 Survivor Benefits) as added P.E.R.S. benefits, to be effective upon adoption by the Stockton City Council and P.E.R.S. Administration Board.

The City will provide PERS California Government Code section 21335 up to a 5% Annual Cost-of-Living Allowance, as added PERS benefit.

(e) Effective August 1, 2011, employees hired on or before June 30, 2011 shall pay seven (7%) of the employee's current base salary and (employee contribution) and other compensation as qualified by state law towards the Public Employees' Retirement System (P.E.R.S.) towards employer's share of cost for P.E.R.S. pension on a post-tax basis in the form of a payroll deduction. The City will seek an IRS private letter ruling to determine whether or not the IRS permits the employee's contribution to the employer's share of pension cost to be treated on a pre-tax basis. If the IRS issues a private letter ruling allowing employee's contribution towards employer pension cost on a pre-tax basis, the City will change the deduction from post-tax to pre-tax as soon as administratively possible after the IRS final determination.

13.2 Public Employee Retirement System Benefits for Unit Employees hired on or after July 1, 2011.

The City will contract with P.E.R.S. to provide a new second tier retirement program of 2% at 60 with three year average salary formula and no other additional P.E.R.S. benefits for all unit employees hired on or after July 1, 2011 or as soon as administratively possible consistent with P.E.R.S. contract process. Effective July 1, 2011 all unit employees hired on or after July 1, 2011 shall pay the entire seven percent (7%) of the employee's current base salary and any other compensation as qualified by state law towards P.E.R.S. retirement benefit through a payroll deduction.

13.3 Uniforms

(a) The City shall provide uniforms for all employees assigned to this unit **who are required to wear uniforms during the course of work**.

(b) Safety Protective Footwear Reimbursement Allowance. Employees required to wear safety protective footwear in accordance with City Manager's Administrative Directive PER-034, and approved for safety protective footwear reimbursement, the City will authorize safety protective footwear reimbursement in the amount of TWO HUNDRED DOLLARS ($200.00)

13.4 Preventive Shots

Those employees in the Municipal Utilities Department whose work assignments involve potential exposure to hazardous waste water shall, at the employee's option, be provided all necessary medical immunization available for the

prevention of job incurred illness.

13.5 Special Driver's License Pay

Job classifications requiring a Class A and/or Class B Driver's License or Hazmat endorsement will receive special pay equal to one and one-half percent (1-1/2%) of top step of job classification.

Special Driver's License Pay will only be implemented with the concurrent implementation of the Operating Engineers' Local No. 3 - City of Stockton, Drug/Alcohol Safety Program.

13.6 Longevity Pay

Effective August 1, 2011, longevity pay shall be eliminated. However, the City shall grandfather only those employees who completes twelve (12) continuous years of service with the City as of July 1, 2011, with two and one-half percent (2.5%) of top salary step of the employee's pay range to the employee as a longevity incentive pay allowance. **As of July 1, 2012, longevity incentive pay allowance for these grandfathered employees shall be reduced to one and one-quarter percent (1.25%). As of June 30, 2013, longevity incentive pay allowance for these grandfathered employees shall be eliminated altogether.**

13.7 Credit Union

The City will accommodate payroll deduction to Operating Engineers' Local No. 3 Credit Union, within the limitations of City payroll system. Any modification costs will be borne by Operating Engineers' Local No. 3.

13.8 Education, Training and Development.

The City will provide internal and external training programs on a wide variety of subjects. Employee participation will be based on subject matter relevance to job requirements, budgetary constraints and workload demands. Tuition or registration and other related costs will be paid by the City at 100% in accordance with City directives HR-21 and Finance-08.

13.9 Certification, Certification Training and Special Certifications

(a) Certification dues or fees required of employees in their specialized fields of work will be reimbursed by the City at the actual costs. Pre-approved training(s) to maintain a job related certification will be paid at 100 percent by the

City. The City will pay for two attempts at passing the test.

(b) The City will offer a one time add pay off the salary line for employees who receive State certification for water, wastewater, distribution, or CWEA. All employees are eligible to obtain certification in Water and Wastewater.

Water, Wastewater	Water Distribution	CWEA	One Time Add Pay
5	4	4	$1,000.00
4	3	3	$500.00
3	2	2	$125.00
2	1	1	$100.00
1			$75.00

A maximum of two certification levels will be paid by the City in a calendar year to any one employee. Certifications (at State specific levels) will be required for some positions. Loss of certifications shall result in the employee being demoted to the level according to their certification level. The employee will be moved back to his or her former level if he or she obtained the necessary certification within 12 months. Any employee who loses or is denied a certification shall notify his or her supervisor within seven (7) calendar days, and shall submit a copy of any notice received from the state or any other agency.

(c) Add on pays will be issued to employees with the following special certifications:

Crane	$0.30
Backflow	$0.75

(d) An employee who receives and maintains a level 4 or 5 Waste Water Operator Certification will receive the following quarterly amounts added to his or her monthly paychecks for Level V and Level IV certifications.

Level IV	$1,000.00
Level V	$2,000.00

(e) Employees who are employed in the classification of Water/Sewer Equipment Operator and possess a Grade D1 Distribution Operator Certificate issued by the California Department of Health Services shall receive an additional three percent (3%) of base pay.

Section 14. Insurance Plans and Retirement Benefits

14.1 Health and Welfare Benefits

(a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and visions plans or Operating Engineer Health and Welfare Trust Fund Plan (PPO Plans A, B, C, and D, and Kaiser HMO Plans A and B). The City shall offer two or more medical plans to regular employees.

(b) Eligibility. Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. **An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).**

(c) City Contribution towards the cost of insurance programs. Effective September 1, 2011:

- The City shall contribute up to $481.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

- The City shall contribute up to $875.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

- The City shall contribute up to $1,165.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll

deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical/visions/dental to be pre-tax premium conversion.

(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

(e) Provisional and temporary employees are not eligible for any of the above benefits.

(f) Employees that promote, demote, or transfer from a classification in the Operations and Maintenance unit to an unrepresented classification shall continue to have the option to retain the Operating Engineers' Local No. 3 Health and Welfare Plan.

(g) Employees agree to the implementation of the modifications to the City's Modified Plan, which is referred to in this MOU as "Modified Employee Medical Plan." Modifications to the City's Modified Plan shall be effective September 1, 2011.

14.2 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~~ **Plan benefits shall be as described in the Plan document, but shall include:**

(a) Each disability – sixty-six and two thirds percent (66 2/3%) of salary **up to the maximum salary replacement amount as specified in the City's long term disability plan.**

(b) Disability income payments shall commence ~~after the employee has utilized all sick leave benefits to which the employee is entitled or~~ after **ninety (90)** ~~a thirty (30)~~ day waiting period. **Employees may use sick leave and other leave balances to cover this waiting period, or leave without pay.** ~~whichever is longer~~.

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

(d) The City ~~will provide, at no expense to the employee,~~ **shall continue its normal contribution for employee medical premiums** ~~medical coverage for a period of~~ **during the** ninety (90) days **waiting period**. ~~For the purpose of this~~

~~section, medical coverage shall commence immediately after the employee has utilized all sick leave benefits to which the employee is entitled.~~

14.3 Life Insurance

Effective July 1, 2012, ~~T~~ **t**he City shall provide, at no cost to the employee, a term life and a accidental death and dismemberment insurance policy **with a value of $50,000.** ~~equal to one and one-half (1-1/2) times the employee's annual salary~~.

14.4 Retirement Medical Allowance

(a) Eligibility. An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan).

~~For employees hired on or before June 30, 2011, at retirement only, an employee with fifteen (15) years of continuous City service and who has attained the age of fifty (50) will be provided medical coverage consisting of hospitalization, medical and prescription benefits for the retiree and one (1) dependent until age sixty-five (65) and includes changes to the modified plan effective September 1, 2011. Employees hired on after July 1, 2011 shall not be afforded any retiree medical program coverage by the City.~~

(b) City Contribution for the Period July 1, 2012 Through June 30, 2013. Effective July 1, 2012, for employees hired on or before June 30, 2011, at retirement only, the City shall provide to employees retiring from the City the following contribution towards the costs of retiree medical insurance:

(1) Employees retiring with over 10 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $150 a month towards the cost of retiree medical insurance.

(2) Employees retiring with over 20 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $300 a month towards the cost of retiree medical insurance.

(3) Employees retiring with over 30 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $450 a month towards the cost of retiree medical insurance.

(4) Employees with less than 10 years of service for the City shall not be eligible for a city contribution towards retiree medical and may not be enrolled in the City sponsored plans.

(5) Benefits for part time employees who retire are prorated based on their full time equivalent.

(6) The City contributions shall end with the death of the retiree and no survivor benefits are provided.

(7) Retirees who are enrolled in city-sponsored plans may not enroll their eligible dependents at their own expense.

The City's obligation for retiree medical benefits is to the retiree and shall end upon the death of the retiree. Surviving spouses shall not be eligible for any city paid benefit after the death of the city retiree. Any benefits previously paid to surviving spouses has been paid in error and without the approval of the City Council.

(c) Elimination of Retiree Medical Program Effective June 30, 2013. Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retirees. Retirees shall not be eligible to participate in the City's medical plans.

~~14.5 Retirement Medicare Supplemental Plan for Employees hired on or before June 30, 2011 Only~~

~~Employees who become eligible for the Retirement Medical Allowance, pursuant to section 14.4, will, at age 65, become eligible for Medicare Supplemental Coverage under the City's Modified Employee Medical Plan, which includes changes to the modified plan effective September 1, 2011. Coverage will be supplemental and secondary to Medicare (reduced by any amounts payable to Medicare). This lifetime benefit is provided to the employee and the employee's spouse. The employee shall be responsible for paying any associated costs for obtaining Medicare coverage Part A and Part B. Employees hired on or after~~

~~July 1, 2011 shall not be afforded any Retirement Medical Allowance, pursuant to section 14.4 and shall not be afforded any Medicare supplemental coverage under the City's Modified Medical Plan.~~

14.5 Alternative Retirement Medical Plans

The parties have negotiated that employees may choose to enroll in one or more additional health plans instead of the City Modified Plan (including but not limited to Kaiser Senior Advantage).

This language sets forth the conditions in which current employees, when they retire from the City and otherwise qualify for a retiree medical benefit from the City as stated in Sections 14.3 and 14.4 of this MOU, may also choose to enroll in City sponsored alternative plans in the same manner as when they were employees, as well as retiree only medical plans. The following conditions shall apply:

(a) If an employee is in a City sponsored alternative plan at the time of retirement, the employee shall be allowed to continue in that Plan. Employees in the union sponsored plans authorized by the City at the time of retirement shall be allowed to continue in that Plan. (Operating Engineers units).

(b) Employees not in an alternative Plan at the time of retirement shall not be allowed to enroll in any alternative plan except that; any retiree may voluntarily enroll in a City sponsored retiree only Plan.

A retiree may only enroll in alternative plans other than the City Modified Plan when:

(a) The retiree selecting plans other than the City's Modified Plan must agree that the City's financial contribution to a premium payment for any other Plan shall not exceed the current contribution amount the City would pay if the retiree is enrolled in the City Modified Plan, and

(b) The individual retirees will be required to sign a form that indicates their agreement with these conditions.

The City reserves the right to eliminate these additional plans and the choice of multiple plans is not a vested right. Like the City Modified Plan, the City reserves the right to make plan design changes as necessary in these Alternative Plans.

14.6 Medicare Supplemental Coverage Requirements only for Employees Hired on or Before June 31, 2011.

The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City's modified medical plan which includes medical design changes effective September 1, 2011 as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse

Under the federal Health Care Reform Plan, sponsors may modify the medical benefits provided to retirees only. The City will modify its retiree health care plan to reflect the following:

(a) Return Plan benefits for Acupuncture to 12 visits per year (instead of unlimited) and returns the payment percentage paid to 60% (instead of 80%);

(b) Return Plan benefits for Alcohol and Drug Treatment admissions to 30 days and 3 lifetime admissions (instead of unlimited);

(c) Return Plan benefits for Outpatient Mental Health or Nervous Disorder services to 15 visit maximum (instead of unlimited);

(d) Change Plan benefits for Preventative care and wellness to 80% instead of current 100%;

(e) Return Plan benefits on the lifetime cap on plan benefits to $2.5 million (instead of unlimited);

(f) Return Plan benefits on the maximum age of dependent children to be enrolled in the Plan to age 19 unmarried, and not serving in the armed forces to 23 if attending school full time and qualifies as a dependent for federal income tax purposes.(instead of age 26); and

(g) Change Plan benefits for Emergency room benefits.

14.**7** ~~6~~ Long-Term Care

Employees can purchase optional long term care coverage from PERS to cover home care and nursing home care. The premiums rates are established by PERS based on the age of the participant.

~~14. 7 Health Reimbursement Account – HRA~~

~~As soon as administratively possible, the City will contribute an amount equal to five and one half percent (5.5%) of the employee's current base salary that was previously contributed to deferred compensation and redirect that same contribution into an IRS qualified HRA for each employee to use for reimbursement of current and retiree medical cost reimbursements.~~

Section 15. Salaries

15.1 Salary Rates

There will be no salary increases during the term of this contract.

The salary table for all employees in the aforementioned representation unit will be as set forth in Appendix "A," which is attached hereto and made a part hereof and shall represent the salaries in effect as of **July 1, 2012** ~~April 12, 2011~~.

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.

15.2 Work Furloughs

(a) ~~96~~ **48** Furlough Hours in Fiscal Year ~~2011-2012~~ **2012-2013 and Fiscal Year 2013-2014**. Each bargaining unit employee shall take ~~ninety six (96)~~ **forty eight (48)** furlough hours (leave from work without pay).

(b) Equalized Payroll Deductions. Payroll deductions for the ~~ninety six (96)~~ **forty eight (48)** furlough hours described in section 15.2, paragraph (a) above, shall be equalized so that each bargaining unit employee shall have ~~four (4)~~ two **(2)** hours at the employee's regular hourly rate of pay deducted from each of the twenty four (24) pay warrants of each fiscal year.

(c) Furlough Banks. Effective the pay period beginning July 1, 201**2** ~~1~~, the City shall create for each employee a furlough bank of ~~ninety six hours (96)~~ **forty eight (48)**. Furlough bank hours have no cash value and any furlough hours deducted and banked but not taken as time off by June 30, 201**3** ~~2~~, shall be forfeited by the employee. Furlough time off shall be approved by the department.

(d) Furlough days shall be considered time worked for the purposes of overtime.

(e) If a furlough is scheduled before or after a City holiday, the employee will, nevertheless, be eligible for holiday pay.

(f) Separation from City Service before June 30, 201**3** ~~2~~. Any employee who separates from City service before the final four (4) hour furlough deduction on July 7, 201~~2~~**3** for the pay period ending June 30, 201~~2~~**3**, and after having used furlough hours, shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee's pay warrants multiplied by the employee's regular hourly rate of pay. **Conversely, any employee who separates from City service before June 30, 2013, having suffered furlough deductions in excess of the actual number of furlough hours the employee has used, shall have his or her final compensation credited by like amount.**

15.3 Salary upon Appointment

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

15.4 Salary Equivalents

Any monthly, daily or hourly rate of pay may be converted into an equivalent rate of pay**,** or to any other time bases when, in the judgment of the City Manager, such a conversion is advisable. 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 in 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.

15.5 Salary Step Plan

(a) There shall be five (5) to seven (7) 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 Director of Human Resources 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 seven (7) because an employee has not achieved the level of performance required, notice must be received by the City Manager at least four (4) 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 six (6) months service at the first step.

The third step shall be paid upon the satisfactory completion of one (1) year service at the second step.

The fourth step shall be paid upon the satisfactory completion of one (1) year service at the third step.

The fifth step shall be paid upon the satisfactory completion of one (1) year service at the fourth step and upon written recommendation of the department head.

The sixth step shall be paid upon the satisfactory completion of one (1) year service at the fifth step and upon written recommendation of the department head.

The seventh step shall be paid upon the satisfactory completion of one (1) year service at the sixth step and upon written recommendation of the department head.

Regardless of an employee's length of service, step advancements in any given class may be made upon recommendation of the department head with the approval of the Director of Human Resources, but not above Step No. 7 for a given range.

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

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

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

(b) Salary Step Entry-Level Classifications. The City Manager may create a ten percent (10%) salary step reduction to any entry-level classification represented by this bargaining unit. The next and all subsequent salary steps shall be paid upon the satisfactory completion of one (1) year service at current salary step.

15.6 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 advancements within the range of their classification for the period they were in the military service.

15.7 Salary Step When Salary Range is Increased

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

15.8 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 the employee is reduced for cause or

disciplinary reasons, the employee shall receive the salary at the same step prior to promotion.

(2) If the salary of the employee is reduced through no fault of the employee (i.e., layoff), the salary at demotion shall be at the nearest lower salary to that which was received prior to the demotion.

15.9 Transfer

An employee may be transferred from a class in one department, or to a position of the same class in another department, or to a comparable class, with the approval of both the employee and Department Heads. In the case of a comparable class, the employee must be qualified, as determined by the Director of Human Resources. The Director of Human Resources, in making such a determination, must assure that the maximum salary rate for the classes in question must be equal to or less than the employee's current top step salary, 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 tests, 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.

15.10 Salary on Reinstatement

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

If a former employee is reinstated to a position in a lower class, the employee's salary shall be set at the same step previously held, but in the pay range of the lower classification.

15.11 "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.

15.12 Acting Pay

(a) General Provisions. Any employee in this unit who is assigned by a supervisor to work in a higher paid classification for two (2) or more hours in one (1) day, shall receive the rate of pay in the step of the higher classification which would have been received if the employee had been promoted into that classification, or at least five percent (5%) more than the employee's salary in the present classification, whichever is greater. Out-of-class assignment pay during overtime status will commence at the first hour worked.

(b) When there is an existing promotional eligibility list, and acting pay assignment is expected to be for more than twenty (20) work days, acting pay shall be assigned from the top three (3) on the promotional eligibility list. If the assignment is for twenty work days or less, the highest ranking employee on the promotional list within the division shall be assigned. When there is no eligible list, section (c) below shall apply.

(c) If there is no existing list, acting pay selection shall be made from the five (5) most qualified employees in the section.

(1) Sections are defined, for the purpose of this clause only, as the sub-groups listed:(a) Water, (b) Sewer, (c) Wastewater Operations, and (d) Wastewater Maintenance; and

(2) Qualifications for the purpose of this Section, as determined by the department head or designee, shall include all the following equal factors:

(a) Seniority in grade within any class immediately below the vacant position.

(b) Worker experience relative to the vacant position.

(c) Prior job performance and attendance.

(d) Certificates or other formal qualification devices such as eligibility lists.

If all things are equal based on above factors, the seniority within the City shall be considered.

(3) The opportunity for acting Pay shall be rotated among the five (5) most qualified employees within each section.

(d) Assignments from other than a promotional eligibility list shall not exceed 120 days per fiscal year per employee.

15.13 Special Assignment Pay

The City Manager may approve additional compensation in an amount not to exceed one additional salary step when an employee is assigned in writing by the supervisor to perform additional duties and responsibilities for the duration of the special assignment.

Any Senior Plant Operator who is assigned in writing by an appropriate authority to assume supervisory authority over another Senior Plant Operator shall receive an additional five percent (5%) special assignment pay per shift when so assigned.

15.14 Special Certification Pay

Water Systems Operator and/or Senior Water Systems Operators who posses a Distribution Operator Certificate issued by the California Department of Health Services shall receive an additional three percent (3%) of base pay.

[CITY WILL DELETE LETTER OF UNDERSTANDING ON SPECIAL CERTIFICATE PAY SINCE THE LANGAUGE ON THE 3% PREMIUMS HAS BEEN INTEGRATED.]

Section 16. Severability of Provisions

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions 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 17. Past Practices and Existing Memoranda of Understanding

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

This Memorandum of Understanding shall supersede all existing Memoranda of

Understanding between the City and the Union.

Section 18. Scope of Agreement

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

Section 19. Duration of Agreement

This Memorandum of Understanding shall be effective the date of execution through June 30, 201**3** ~~2~~.

Section 20. 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 Union and each employee represented thereby agrees that from the date of execution, through exhaustion of the impasse process/mediation/fact finding as set forth in the Employer/Employee Relations Resolution Section 12 (g) the Union or any person acting in its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

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

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

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

The rights of the City as set forth in Section 5 of Resolution No. 32,538, dated August 4, 1975, are incorporated herein by reference.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding on this ____ day of _____ 20**12**.

AB 506 Labor Mediation Proposal

OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO

By:_____
JOE SANTELLA
Its: Business Representative

By:_____
DON DIETRICH
Its: Director of Public Employee Division

By:_____
ORLANDO LOBOSCO
Its: Member

By:_____
LOREN TEMME
Its: Member

By:_____
RICHARD STIFFLER
Its: Member

CITY OF STOCKTON, a municipal corporation

By: _____
.
Its: City Manager

By:_____

Its: Director of Human Resources & Employee Relations Officer

By:_____

Its: Assistant Director of Human Resources

By:_____

Its: Deputy Director of Human Resources

APPROVED AS TO FORM:

CITY ATTORNEY

By:_____

Deputy City Attorney

INDEX

Page

Absence Without Official Leave (AWOL) 27
Accrual of Sick Leave 21
Acting Pay 42-43
Administrative Leave 15
Advance Notice 9
Agency Fee 4
Alcohol and Drug Testing 12
Annual Verification of Agency Fee by the Union 5
Assignment of Classifications 10
Attendance at Meetings by Employees 9
Bereavement Leave 24
Birthday Leave 32
Call Back 30
Cash Payment Option for Vacation 21
City's Obligations (Agency Fee) 8
Certification, Certification Training and Special Certification 35-36
Compensation and Allowance Other than Base Salary 32-36
Compensation for Holidays Worked 32
Compensatory Time 30-31
Compliance with Federal Laws/Safety 10-11
Contract Ratification 10
Court Appearance 24
Credit Union 34
Days and Hours of Work 27
Deferred Compensation 33
Definition of Agency Fee 5
Definition of Grievance 16
Definition of Overtime 29
Discipline 15
Doctor's Certificate of Other Proof (Sick Leave) 23
Drug and Alcohol Testing 12
Dues Deduction 3-4
Duration of Agreement 45
Educational Incentive Pay 34
Education, Training and Development 34-35
Employee Options (Layoff) 14
Employee Rights (Agency Fee) 4
Employees Exempted from Obligation to Pay Union 5
Escrow Account (Agency Fee) 7
Exceptions (Agency Fee) 5
Fair Labor Standards Act 11
Family Sick Leave 21-22

Filing Deadline (Grievance Procedures)....16
Forms and Procedures (Workers Compensation)....26
Grievance Procedures....16-19
Grievance Processing....16-18
Health and Welfare Benefits....36-37
Health and Welfare Benefits During Layoff....14
Hold Harmless Provision (Agency Fee)....8
Holidays....31-32
Holiday During Vacation....20
Holidays Observed by the City....31-32
Indemnity and Refund (Dues)....4
Insurance Plans and Retirement Benefits....36-38
Layoff....12
Layoff Scope....12
Leaves....19-27
Leave of Absence Without Pay....26-27
Life Insurance....38
Longevity Pay....34
Long Term Care....38
Long Term Disability Insurance....37
Maintenance of Membership....10
Maintenance of Operations/City Rights....45-46
Meal Allowance (Overtime)....31
Meal Periods and Rest Periods....27-28
Military Leave....25
Non Discrimination....10-11
Notice of Layoff....13
Obligations of Parties (Agency Fee)....8
Original Entrance and Promotion Positions....11
Other Leaves With Pay....24
Other Provisions (Grievance Procedures)....18-19
Overtime (Definition)....29
Overtime Authorization....28
Past Practices and Existing Memoranda of Understanding....44
Payment for Unused Sick Leave....24
Payment Method/Payroll Deduction (Agency Fee)....7
Precedence by Employment Status....13
Predisciplinary Rights (Discipline)....15
Preventive Shots....34
Probation (Purpose)....11
Procedure for a Unit Member Who Contests the Amount of the Fee....7
Provisions (Discipline)....15
Qualifying for Holiday Pay....31
Recognition....3

Reemployment 14
Refusal of Leave or Failure to Return After Leave 27
Reporting Procedures for Sick Leave 22
Reporting to Work 28
Retention/Rejection of Probationer 11
Retirement Contribution Supplement 32-33
Retirement Medical Allowance 38
Retirement Medicare Supplemental Plan 38
Safety 11
Safety Protective Footwear Reimbursement Allowance 33-34
Salaries 39-44
Salary Equivalents 39
Salary on Reinstatement 42
Salary Rates 39
Salary Step After Military Leave 41
Salary Step After Promotion or Demotion 41-42
Salary Step Entry-Level Classifications 41
Salary Step Plan 39-41
Salary Step When Salary Range is Increased 41
Salary Upon Appointment 39
Scope of Agreement 44-45
Scope of Arbitration 18
Severability of Provisions 44
Sick Leave 21
Special Assignment Pay 44
Special Certification Pay 44
Special Driver's License Pay 34
Standby Duty 29-30
Transfer 42
Uniforms 33-34
Union Security 3-4
Union's Obligations (Agency Fee) 8
Unit Members' Obligation to Exclusive Representative 4
Use of City Facilities 8
Use of Sick Leave 21
Use of Sick Leave While on Vacation 23-24
Vacation Allowance 19-20
Vacation Allowance for Separated Employees 20-21
Vacation Leaves 19
Vacation Scheduling 20
Verification Procedures (Sick Leave) 23
Voluntary Resignation 27
Workers' Compensation Benefits 26
Workers' Compensation Forms and Procedures 26

Workers' Compensation Leave 26
Workers' Compensation Payment 26
Workweek 27
"Y" Rate 42

APPENDIX B
SIDE-LETTER OF AGREEMENT
Exhibit A & B Employees

Provisions in this APPENDIX B Side Letter of Agreement pertain only to Employees identified in Exhibit A and cannot be amended, changed, or deleted unilaterally by either party. However, nothing contained herein prohibits the parties from mutually agreeing to changes, but neither party can be compelled to negotiate and/or agree to any changes to this Appendix B, Side-Letter of Agreement.

Section 1 – Re-employment and Employment

The City shall provide regular full-time employment at the City's municipal wastewater utility and water utility to all of the employees listed in Agreement electing to accept such employment effective March 1, 2008.

Section 2 – Terms and Conditions of Re-employment and Employment

(a) City's offer of employment and re-employment shall be unconditional, and shall not be subject to other health, competency or other test, fact, or circumstances relating to an individual employee.

(b) All service with OMI/Thames Water will be counted as service with the City.

~~(c) Transfer of Leave Balances – City will accept all sick leave and vacation balances transferred from the OMI/Thames Water to City for the employees in this Agreement.~~

(c) ~~(d)~~ Waste Water Certification – Employees outside of the Waste Water Division who hold Waste Water II or higher certification and are available for short-term assignment to the waste water facility will receive an additional five percent (5%) of the top step, which shall be PERS reportable earnings. Certification must be kept current. Employees who decline short-term assignments to the waste water facility subject to department guidelines will lose this additional pay.

~~Section 3 – Supplemental Retirement Contribution and Benefit~~

~~The City shall contribute an amount necessary to fund a supplemental retirement benefit for Exhibit A employees. The supplemental retirement benefit shall be developed and administered by the Public Agency Retirement Services ("PARS") benefit and shall be based on the following criteria:~~

(a) Only employees listed in Exhibit A shall be eligible to participate;

(b) Commencing March 1, 2008, employees must complete at least one (1) year of continuous City of Stockton service to be eligible for the PARS benefit;

(c) The PARS benefit shall be paid only to those employees listed in Exhibit A who retire from the City in accordance with rules and criteria established pursuant to PERS and the MOU in effect between the City and the OE3;

(d) The benefit level paid to each eligible employee shall be based on their retirement category as identified in Exhibit A based on the following formula:

(1) Categories 1, 2 and 3: All actual years of service (prior City of Stockton only, OMI and City of Stockton years of service as of March 1, 2008 prospectively) x 0.6%.

(2) Category 4: Actual years of service with OMI x 2.0%; actual years of service with City of Stockton as of March 1, 2008 prospectively x 0.6%.

Benefits shall accrue and be paid in accordance with the PARS plan document adopted by City Council.

Section 4 – Compensation and Benefits – Exhibit B Employees Only

(a) Sick Leave – Sick leave accrual shall be unlimited. Upon death or retirement, accrued sick leave transitioned from OMI/Thames Water in excess of 240 hours shall be available to employees for the sole purpose of use in the event of illness and/or service credit with PERS.

(b) Vacation Hours – Employees identified in Exhibit B shall be entitled to carry over their bank of hours of vacation, in addition to the maximum allowed pursuant to Article 9.1(a)(6) – Vacation Leaves of Operations and Maintenance Unit Memorandum of Understanding. Employees who have in excess of the maximum allowable carryover by December 31, 2008, shall be allowed to cash out said excess vacation.

(c) Employees identified in Exhibit B will be afforded active and retiree medical with no premium costs.

(d) The maximum dental allowance per calendar year shall be $2,500 per member at 80/20 co-pay (20% co-pay per member). The lifetime maximum orthodontia (50%) allowance shall be $2,500 per member.

(e) Employees identified in Exhibit B shall receive fully paid City Health Plan

~~(Medical, Vision, and Dental) or the option of the fully paid OE3 Medical Plan Schedule A.~~

IN WITNESS WHEREOF, the parties hereto have executed Appendix B, Side-Letter of Agreement and shall become effective _____ day of _____ 2008.

OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO

By: _____

Its: Business Representative

By: _____

Its: Member

By: _____

Its: Business Manager

By: _____

CITY OF STOCKTON,
a municipal corporation

By: _____

Its: City Manager

By: _____

Its: Director of Human Resources & Employee Relations Officer

By: _____

Its: Assistant Director of Human Resources

By: _____

Its: Deputy Director of Human Resources

APPROVED AS TO FORM:

CITY ATTORNEY
By: _____

Its: Deputy City Attorney

Its: President

By: _____

Its: Recording Corresponding Secretary

By: _____

Its: Director of Public Employee Division

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CITY OF STOCKTON

MEMORANDUM OF UNDERSTANDING

TRADES AND MAINTENANCE UNIT

Operating Engineers' Local 3, AFL-CIO and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit identified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyer-Milias-Brown Act (Government Code sections 3500-3510) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned for salary and benefit adjustments for the period commencing July 1, ~~2010~~ **2012** and ending June 30, 201**3** ~~2.~~

Table of Contents will be updated once the agreement is finalized.

TABLE OF CONTENTS

Section	Section Title	Page
1	Recognition ……..	3
2	Union Security ……..	4-11
3	Compliance with Federal Laws/Safety ……..	12
4	Probation……..	13
5	Layoff……..	14-16
6	Reemployment……..	17
7	Discipline……..	18-19
8	Grievance Procedures……..	20-23
9	Leaves……..	24-32
10	Days and Hours of Work……..	33-35
11	Overtime……..	36-38
12	Holidays……..	39-40
13	Compensation and Allowance Other than Base Salary…	41-44
14	Insurance Plans and Retirement Benefits……..	45-49
15	Salaries……..	50-55
16	Severability of Provisions……..	56
17	Past Practices and Existing Memoranda of Understanding…	57
18	Scope of Agreement……..	58

19 Duration of Agreement…… 59

20 Maintenance of Operations/City Rights…….. 60

Section 1. Recognition

Operating Engineers' Local 3, AFL-CIO, hereinafter referred to as the "Union," is the recognized employee organization for the Trades and Maintenance Unit, certified pursuant to the Employer-Employee Relations Ordinance (Stockton Municipal Code §§ 2-200, *et seq.*).

Section 2. Union Security

2.1 Dues Deduction

(a) General. The Union 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 Union 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 canceled 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.

Additional authorization shall not be required for deduction of increased membership dues when such increase has been duly approved by the membership of the Union. Notification of such approval shall be forwarded to the City in the form of written notice on official Union letterhead and signed by the duly authorized Union official. Upon receipt of notification, the City shall authorize the payroll deduction of the increased amount.

If an employee is promoted to a position which is represented by another employee organization or to an unrepresented unit, membership dues for the former unit will not be deducted from the employee's paycheck by the City.

Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Union 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 Union members who request it, premiums for group insurance and investment plans sponsored by the Union. 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.~~

[MODIFICATION FROM 2009 SIDE LETTER RE: UNION SECURITY ARRANGEMENT.]

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 pay 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 Union shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of Union dues or premiums for benefits. In addition, the Union 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 Union 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 Union shall not be compulsory. A unit member has the right to choose, either: to become a member of the Union; or, to pay to the Union a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section (f) below.

(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) below, and who has not voluntarily made application for membership in the Union 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 Union a

representation fee, in exchange for representation services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Union.

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

(3) Prior to beginning such automatic payroll deduction, the Business Representative of the Union 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 Union; 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 Union 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 Union shall be an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Union for the duration of this Agreement, minus any amount which is prohibited by the Constitution because such funds pay for political or ideological purposes not related to collective bargaining.

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

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

(e) Annual Verification of Agency Fee by the Union. 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 Union shall submit a written certification to the fee payers verifying that the total amount of its representation fee conforms to Section (c) above, 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 Union prior to January 31st. The Union will submit a copy of such verification to the Director of Human Resources of the City. The parties agree that such annual verification is a condition precedent to the collection by either the City or the Union of a representation fee from a unit member.

(f) Employees Exempted From Obligation to Pay Union

(1) Any unit member shall be exempt from the requirements of Section (b) above, if such employee has a bona fide religious objection as defined by Section 3502.5 of the Government Code to the payment of any fee in support of a Union or "employee organization" as defined in Section 3540.1(d) of the Government Code.

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

a. United Way.
b. American Cancer Society.
c. Any charity jointly agreed in writing by the parties.

(3) If a unit member desires to be exempted for reasons set forth in Section (f) herein, the unit member must first request such exemption in writing from the Union setting forth briefly the rationale for the exemption. If the Union notifies the unit member in writing that the Union 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 Union, one (1) person selected by the unit member, and an arbitrator selected by the parties chosen from a list submitted by the State Conciliation Service. 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 Union 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 Union or to the charity. Any decision by the panel shall apply for the duration of this Memorandum of Understanding.

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

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

(g) Escrow Account. If any unit member either disputes the amount of the fee or disputes whether or not an exemption was appropriately denied, the City shall deposit the fee which was deducted and place such amount into a special escrow account established by the Union 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 Union's procedure for determination, provided that the parties have first complied with the other provisions of this Section.

(2) The Union 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 Union 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 Union'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 Union's internal procedure.

(i) Payment Method/Payroll Deduction

(1) A unit member may voluntarily sign and deliver to the City a written assignment authorizing deduction of the properly established representation fee as defined in Section (c) above, 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 Union 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.

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

(k) Hold Harmless Provision. The Union 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 8.3(e).

2.3 Use of City Facilities

(a) The Union 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 Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department. The Union may submit to the City Employee Relations Officer written communications having to do with official Union business for distribution by the City to identified shop stewards. Distribution may be by e-mail.

(b) Any representative of the Union 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 Union 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 Union 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 Union 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 Union 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 Union 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. 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. **Time spent for these purposes while a representative is not scheduled to work shall not be compensated by the City and shall not be considered as hours worked.** Except by mutual agreement the number of the employees excused for such purposes shall not exceed three (3) per recognized bargaining unit.

~~Time spent for this purpose during the representative's scheduled hours of work shall count as hours worked. Time spent for this purpose which may exceed the representative's regularly scheduled hours of work shall be compensated as overtime or compensatory time.~~

2.6 Maintenance of Membership

All employees in the Trades and Maintenance unit who are members of the Union, tendering periodic dues at the execution of this agreement, and all employees who thereafter become members of the Union shall, as a condition of employment, pay dues to the Union for the duration of this Memorandum of Understanding, and each year thereafter. For a period of thirty (30) days prior to January 1, 1989, and thirty (30) days prior to any January 1, thereafter, any employee in the aforementioned unit who is a member of the Union shall have the right to withdraw from the Union discontinuing dues payments and retain employment in the City, subject to provisions of Section 2.2. Agency Fee. Said withdrawal shall be communicated by the employee in writing to the City. The provisions of this section shall be operative only to the extent that they are permissible under California law.

2.7 Assignment of Classifications

New job classifications established by the City shall be assigned to the bargaining unit pursuant to section 2-208 of Employer-Employee Relations Ordinance (Stockton Municipal Code §§2-200, *et seq.*) after providing notice and the opportunity to consult with the Union regarding such matters.

Section 3. Compliance with Federal Laws/Safety

3.1 Non-Discrimination. The City and the Union agree that there shall be no discrimination of any kind because of **age (over 40),** race, creed, color, religion, national origin **(ancestry), veterans status, physical or mental disability, marital status, sexual orientation,** sex **(sexual, gender based, pregnancy/childbirth)**, political affiliation or legitimate union activity **or on any other basis prohibited by applicable federal and State law** against any employee or applicant for employment. **In addition, the Union shall cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.** ~~; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age~~.

3.2 Fair Labor Standards Act. The Union agrees to cooperate with the City to insure its members' compliance with the provisions of the Fair Labor Standards Act.

3.3 Safety. The Union shall cooperate with the City in promoting safety objectives as defined in Federal, State and local regulations by actively supporting safety programs, promoting safe work habits of members and encouraging an ongoing, active participation by its members in safety related procedures and practices as offered and promulgated by the City of Stockton.

AB 506 Labor Mediation Proposal

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

All original and promotional appointments shall be tentative and subject to a probationary period of six (6) months, unless a longer probationary period is stated in the class specification. The probationary period may be extended up to an additional six (6) months in those cases where the appointing authority and the Director of Human Resources agree that such extension would be beneficial to the employee and the City.

4.3 Retention/Rejection of Probationer

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

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 7 of this Memorandum of Understanding and in the Civil Service Ordinance and Civil Service Rules, which are consistent therewith.

4.4 Alcohol and Drug Testing. All original and reemployed appointments must pass a drug and alcohol screening prior to being offered City employment. This shall include non-represented part-time, seasonal, provisional, and temporary appointments.

Section 5. Layoff

5.1 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.

5.2 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) Community Services
(7) Financial Management
(8) Fire
(9) Housing and Redevelopment
(10) Human Resources
(11) Information Technology
(12) Library
(13) Municipal Utilities
(14) Police
(15) Public Works

5.3 Notice of Layoff

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

5.4 Precedence by Employment Status

(a) No regular employees 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 regular employee. The order of layoff among employees not having regular status shall be according to the following categories:

(1) Limited term (i.e., part-time, provisional, and temporary)
(2) 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 part-time classes shall be considered as separate from regular full-time classes.

The following provisions shall apply in computing total continuous service:

(1) Time worked in a regular or probationary status shall count as service.
(2) Time spent on military leave shall count as service in the event the leave was taken subsequent to entry.
(3) Time worked in a ~~l~~ limited term status (i.e., part-time, provisional, and temporary) shall not count as service.

If two (2) or more employees have the same seniority, the **order of seniority shall be determined by their respective ranking on the eligibility list for hire.** ~~the most recent performance evaluation shall determine seniority.~~

If two (2) or more employees have the same seniority~~,~~ **but were not hired from a ranked eligibility list, the order of seniority shall be determined by lot.** ~~and the same rating score from their performance evaluations, the date and time of initial application into civil service shall determine seniority.~~

If two (2) or more employees have the same seniority, but were hired from separate ranked eligibility lists, the order of seniority shall be determined by lot.

(b) Any employee in the Trades and Maintenance Unit who is laid off may complete a City employment application for any position currently staffed by a part time, provisional, or temporary employee. The Human Resources Department will evaluate the employment application. If the laid off employee meets the minimum qualifications of that position, he/she shall have the option of displacing the part time, provisional, or temporary employee.

5.5 Employee Options

Employees laid off shall have any of the following choices:

(a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources 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 regular status, thus displacing the employee working in the classification who has the least (total service) seniority.

5.6 Health and Welfare Benefits during Layoff

Regular employees who are laid off will have an option of maintaining their existing health and welfare benefits for thirty-six (36) months 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.

AB 506 Labor Mediation Proposal

Section 6. Reemployment

(a) The name of each employee who is laid off in accordance with Section 5. 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 the service. The employee shall not be placed on said eligibility list or lists without first submitting a written request. Employee's place on said list or lists shall be at the head of the eligibility list for the class of positions for which qualified as hereinabove set forth and shall be given preference in filling vacancies except for those persons placed on said list or lists of reemployment in the same positions previously held. **An employee who waives reemployment shall have his/her name removed from this reemployment list unless mutually agreed to by the Department and employee.** Upon certification for appointment to a new position never having been held by this employee, the probationary period must be completed as required in this Memorandum of Understanding.

Section 7. Discipline

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

7.1 Predisciplinary Rights

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

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

7.2 Administrative Leave

The City may place an employee on administrative leave pending the completion of the predisciplinary process.

7.3 Provisions

The appointing authority may discharge, suspend or demote any employee in the classified service provided the Stockton Municipal Code provisions and the rules and regulations of the Civil Service Commission and any applicable provisions of law are followed. 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) calendar days of written notification of the action. (Such filing will foreclose use of the grievance procedure.)

(c) File a grievance as provided for in Section 8 within ten (10) calendar days of written notification of the action.

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

AB 506 Labor Mediation Proposal

Section 8. Grievance Procedures

8.1 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.

8.2 Filing Deadline

(a) No grievance involving demotion, suspension, discharge or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) calendar days of the time at which the affected employee received written notification of such action. All other grievances must be filed within thirty (30) calendar days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

(b) With written consent of the City Manager or his/her designee and the Union Business Agent or his/her designee, time limits may be extended and/or Steps 1, 2 and/or 3 of the Grievance Procedure waived.

8.3 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 twenty (20) days from the day of presentation or if the employee elects to submit the grievance directly to the Union recognized as the representative of that employee's classification, or if the employee/Union official notifies the Director of Human Resources, in writing, that a grievance exists, the procedure hereinafter specified may be invoked.

(b) Step 2 - Director of Human Resources Review. If the employee is not satisfied with the response at level one, then the employee may appeal the grievance to the Director of Human Resources within twenty (20) calendar days of the receipt of written response at level one. 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 Union may file and process grievance(s) on behalf of the specifically named employee. The Director of Human Resources shall have

twenty (20) calendar days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph, except for the resolution of compensation complaints.

~~(c) Step 3 - Adjustment Board. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is present during the terms of this Memorandum of Understanding, within twenty (20) calendar days of the receipt of the level three response, such grievance shall be submitted to an Adjustment Board comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process.~~

(c) ~~(d)~~ Step 3 ~~4~~ - Arbitration. If **the parties are unable to reach a mutually satisfactory accord on the grievance at Step 2** ~~an Adjustment Board is unable to arrive at a majority decision~~, within twenty (20) calendar days either the Union or the City may require that the grievance be referred to an impartial 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 Conciliation Service. 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 Union and City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

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

8.4 Scope of Arbitration

(a) No ~~Adjustment Board and no~~ arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in paragraph 8.1.

(b) Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding,

nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No ~~Board of Adjustment or~~ arbitrator selected pursuant to this Section shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

(c) No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from ~~Board of Adjustment or~~ arbitration proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources and the Union.

8.5 Other Provisions

If the Director of Human Resources or City Manager, in pursuance of the procedures outlined above, resolves a grievance which involved suspension or discharge, they 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 judgment for the judgment of management and if the findings are that the City had such right, the arbitrator may not order reinstatement and may not assess any penalty upon the City.

Complaints which allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances and processed pursuant to Section 8.3. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

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

A grievant will be provided release time without loss of pay for all required meetings with management. The City cannot discriminate or retaliate in any manner against an employee for filing a grievance or exercising rights under this Section.

The provisions of this Section shall not abridge any rights to which an employee may be entitled under the Stockton Municipal Code and/or Civil Service Rules

and Regulations, nor shall it be administered in a manner which would abrogate any power which, under the Stockton Municipal Code, may be within the sole province and discretion of the Civil Service Commission.

All grievances of employees in representation units represented by the Union shall be processed under this Section. If the Stockton Municipal Code and/or Civil Service Rules and Regulations requires that a differing option be available to the employee, no action under paragraph **(c)** ~~(d) or (e)~~ of Subsection 8.3 above shall be taken unless it is determined that the employee is not utilizing such option.

No action under paragraph (c) ~~or (d)~~ of Subsection 8.3 above 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 a ~~Board of Adjustment~~ or arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

AB 506 Labor Mediation Proposal

Section 9. Leaves

9.1 Vacation Leaves

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

(1) Less than one and one-half (1-1/2) years continuous employment ..... 80 hours/year.

(2) After one and one-half (1-1/2) to seven and one-half (7-1/2) years continuous employment ..... **108** ~~120~~ hours/year.

(3) After seven and one-half (7-1/2) to fifteen (15) years continuous employment ..... **144** ~~160~~ hours/year.

(4) After fifteen (15) to twenty-five (25) years continuous employment ..... **189** ~~200~~ hours/year.

(5) Thereafter, **seven (7)** ~~eight (8)~~ additional hours for each completed year of service in excess of twenty-five (25) years.

(6) Employees shall accrue vacation on a twice-monthly payroll basis

(b) Maximum Vacation Accrual. Employees reaching the maximum hours shall stop accruing additional hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception. Effective July 1, 2012, the following maximum vacation accruals shall take effect. For employees who on July 1, 2012 have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation to get under the maximum allowed. If an employee does not get below the maximum by June 30, 2013, they shall retain their existing earned vacation, but shall not earn any additional vacation until they are under the maximum vacation accrual allowed.

Maximum Vacation Accrual Caps

40 Hour Employee

Under 1.5 years **120 hours (15 days for 8 hour shift)**

1.5 – 7.5 years	**240 hours (30 days for 8 hour shift)**
7.5 – 15 years	**280 hours (35 days for 8 hour shift)**
15 – 25 years	**320 hours (40 days for 8 hour shift)**
26 years	**328 hours (41 days for 8 hour shift)**
27 years	**336 hours (42 days for 8 hour shift)**
28 years	**344 hours (43 days for 8 hour shift)**
29 years	**352 hours (44 days for 8 hour shift)**

For every year of service beyond 29, the employee is allowed to add an additional seven (7) hours to the maximum accrual cap.

(c) ~~(b)~~ Vacation Scheduling. Vacation leaves shall be scheduled with due consideration for the wishes of the employee and so as to not interfere with the normal operation of the City business. Vacation requests are accepted on a day for day basis.

~~(c) Vacation Carryover Maximum. Employees shall be granted a maximum carryover of up to one-hundred and twenty (120) hours vacation more than the employee's regular vacation accrual for the preceding calendar year.~~

~~(d) Vacation Carryover in Excess of Maximum.~~

~~(1) Whenever an employee's accumulation of vacation hours exceed the maximum vacation carryover provision, the excess number of vacation hours shall automatically be credited to the employee's sick leave balance at the end of the calendar year.~~

~~(2) Employees may carryover unlimited vacation hours 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 liquidating vacation credits in excess of the maximum allowed.~~

(d) ~~(e)~~ Holiday during Vacation. If any such paid holidays fall within an employee's vacation leave, the employee will not be charged vacation accrual for that day.

(e) ~~(f)~~ Vacation Allowance for Separated Employees. **When an employee is separated from the service between February 17, 2012 and July 1, 2014, the employee's remaining vacation allowance, if any, shall be paid as follows:**

(1) Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated vacation hours.

(2) On the one year anniversary of employee's separation, he/she shall receive the second payment of one third (1/3) or $10,000, whichever is greater, of the balance of his/her unused accumulated vacation hours.

(3) On the second anniversary of separation, he/she shall receive the balance payment of the unused accumulated vacation hours.

(4) Employees who are involuntarily separated shall have their unused accumulated vacation hours, if any, added to his/her final compensation.

~~(1) When an employee is separated from the service, remaining vacation allowance, if any, shall be added to final compensation.~~

(5) ~~(2)~~ An employee who has resigned in good standing and is subsequently reinstated within two (2) years 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.

(g) Vacation Sell-Back Maximum.

~~(1)~~ An employee may elect to receive cash payment for up to a maximum of forty (40) hours of his/her accumulated vacation balance **annually except that all cash outs shall be suspended during furlough or fiscal emergency periods.** ~~upon commencement of a scheduled vacation. This option may be exercised pursuant to the above description up to a maximum of forty (40) hours cash payment per fiscal year.~~

~~(2) An employee may elect to receive cash payment for two (2) days (16 hours) of his/her accumulated vacation balance for each one (1) day of scheduled vacation. This option may not exceed forty (40) hours of cash payment per fiscal year.~~

9.2 Sick Leave

(a) Accrual. All regular full-time employees, except provisional and temporary employees, shall accrue sick leave at the rate of **eight (8)** ~~ten (10)~~ hours for each month of completed service.

All regular 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 accrue 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 by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

(c) Family Sick Leave. Employees may utilize up to one-half of their annual sick leave accrual in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care that otherwise would not be covered by the Family Medical Leave Act **(FMLA)** or the California Family Rights Act **(CFRA)** leaves.

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, ~~grandparent-in-law, and~~ grandchild, **legal dependant and registered domestic partner.**

In special cases, with the approval of the Director of Human Resources, a department head may grant the use of sick leave in other circumstances.

It is not the intent of this provision to conflict with any state or federally mandated policies, such as the Family Medical Leave Act **(FMLA)**, the California Family Rights Act **(CFRA)**, or the Pregnancy Disability Leave **(PDL).**

(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 to the thirty (30) minute notification shall be cause for the following informal and formal disciplinary action:

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

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

(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 (formal).

The six (6) month period will be defined as six (6) months from the most recent incident. If no other incident occurs within six (6) months of the most recent incident, the ~~formal~~ disciplinary data ~~action (i.e., letter of reprimand, suspension)~~ shall be removed from the employee's official personnel file ~~maintained in the Human Resources Department, upon the written request of the employee to and concurrence by the department head and the Director of Human Resources~~.

(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 exact reason, and such other information as is necessary for the request to be evaluated. If an employee doesn't return to work prior to the preparation of the payroll, other arrangements may be made with the department head.

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

The Director of Human Resources ~~may make such sick leave usage~~

~~reviews and may require such additional documentation including a physician's statement~~ **may require a doctor's certificate or other reasonable proof of illness** as he**/she** deems necessary ~~before approving the sick leave benefit.~~ **in order for an employee to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay.**

(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 Union representation at such meeting. After such meeting, and depending on the factual circumstances, the City may:

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

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

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

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

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

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

(g) Payment for Unused Sick Leave. Effective July 2010, unused sick leave shall have no cash value. If eligible, employees may use unused sick leave for CalPERS service credit.

(h) Employees hired on or after July 1, 2011 shall be eligible for CalPERS service credit for unused sick leave at retirement based on the PERS contract provisions in effect at the time of their hire. The parties have agreed to the implementation of a new retirement tier and employees hired after the implementation of that new tier will not be eligible for unused sick leave service credit.

9.3 Other Leaves with Pay

(a) Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon request be granted up to three (3) days bereavement leave with pay without charge to his accumulated sick leave credits or vacation eligibility. The department head 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, grandparent-in-law, grandchild, and registered domestic partner.

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 accumulated sick leave credits.

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

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

~~Jury duty or witness duty appearances shall be considered in terms of "whole~~

~~days" (8 hours) or "half days" (4 hours) of service.~~ If an employee is not due to appear for jury duty or as a witness until an afternoon court session, the employee will be expected to work his usual morning schedule. If an employee is required to appear for a morning court session and is sent home before noon and not required to return in the afternoon, the employee will be expected to work his usual afternoon schedule.

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 the 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 duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force or any other branch of the Military Service of the United States or the State of California. Said employees shall be reinstated in the position they held when they were inducted into Military Service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

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

All probationary employees inducted into Military Service not having served the minimum probationary period of six (6) months, or having served the minimum probationary period of six (6) months, but not having received regular status shall be allowed leave of absence without pay for the duration of a national

emergency, but said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit as above specified and shall serve the balance of their probationary period before attaining the status of a regular employee.

Two (2) 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.

9.4 Workers' Compensation Leave

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

~~(b) Payment. Workers' Compensation Leave will be paid in accordance with the following schedule:~~

~~Employees who have worked for the City more than twelve (12) months but less than twenty-four (24) continuous months and who are unable to work shall receive their full salary for the term of the disability but not to exceed a period of two (2) months.~~

~~Employees who have worked for the City for twenty-four (24) or more continuous months but less than sixty (60) continuous months and who are unable to work shall receive their full salary for the term of the disability but not to exceed a period of three (3) months.~~

~~Employees who have worked for the City for sixty (60) or more continuous months and who are unable to work shall receive their full salary for the term of their disability but not to exceed a period of twelve (12) months.~~

~~Workers' Compensation Leave shall commence from the first day's absence.~~

(b) ~~(c)~~ Forms and Procedures. **Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations.** ~~Salary continuation approval will follow the same procedures 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.~~ **An employee who sustains a work-related injury or**

illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.5 Leave of Absence Without Pay

(a) Entitlement. Employees shall not be entitled to leave of absence without pay as a matter of right, but only upon the determination of the City that the granting of such leave 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 leaves of absence without pay must be recommended by the department head and approved by the Director of Human Resources. No such leave may extend beyond twelve (12) months, except in the case of absence due to job incurred disability where a determination may be made based upon the needs of public service, or in the event an application for service connected disability retirement has been filed.

(c) Leaves of absence without pay for illness may only be approved following the expiration of entitlement of sick leave and vacation.

9.6 Absence Without Official Leave (AWOL)

(a) Failure to Report to Duty 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 canceled, or at the expiration of a leave, shall be considered an absence without official leave and shall be subject to discipline.

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

AB 506 Labor Mediation Proposal

Section 10. Days and Hours of Work

10.1 Workweek

The normal workweek in this unit consists of five (5) consecutive eight (8) hour days or a total of forty (40) hours, generally Monday through Friday in a seven (7) day work period. Where operational requirements of a department require deviations from this schedule, the department head with the Director of Human Resources' approval may institute alternate work schedules as long as the City meets with the Union over the impact of such schedules and conforms to work period requirements of the Fair Labor Standards Act.

10.2 Meal Periods and Rest Periods

(a) Employees shall receive a one (1) hour or one-half (1/2) hour meal period, without pay, each day and a fifteen (15) minute paid rest period during the first half of the work day and a second fifteen (15) minute paid rest period during the second half of the work day. Employees who exceed the time limits prescribed above for lunch and/or rest periods shall have their pay reduced accordingly.

(b) Where operational requirements of a department require deviations from this schedule, meal periods of other durations and alternate rest periods may be instituted with the approval of the department head or designee.

10.3 Reporting to Work

Repeated failure to report to work on time may result in appropriate informal and/or formal discipline as set forth below:

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

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

(c) 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 employees may be discharged (formal).

If an employee reports to the work site 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.

The six (6) month period will be defined as six (6) months from the most recent incident. If no other incident occurs within six (6) months of the most recent incident, the formal disciplinary action (i.e., letter of reprimand, suspension) shall be removed from the employee's official personnel file maintained in the Human Resources Department, upon the written request of the employee to and concurrence by the department head and the Director of Human Resources.

10.4 Work Furloughs

~~(a) 96 Furlough Hours in Fiscal Year 2010-2011. Each bargaining unit employee shall take ninety six (96) furlough hours (leave from work without pay).~~

~~(b) 96 Furlough Hours in Fiscal Year 2011-2012. Each bargaining unit employee shall take ninety six (96) furlough hours (leave from work without pay).~~

(a) 48 Furlough Hours in Fiscal Years 2012-2013 and 2013-2014 . Each bargaining unit employee shall take forty eight (48) furlough hours (leave from work without pay).

(b) ~~(c)~~ Equalized Payroll Deductions. Payroll deductions for the **forty eight (48)** ~~ninety six (96)~~ furlough hours described in section 10.4, paragraph (a) above and section 10.4 (b), shall be equalized so that each bargaining unit employee shall have **two (2)** ~~four (4.68)~~ hours at the employee's regular hourly rate of pay deducted from each of the twenty four (24) pay warrants of each fiscal year.

(c) Standard Furlough Days. Except as provided in section 10.4(e), below, each bargaining unit employee shall take the furlough days in accordance with the city-wide calendar (City of Stockton City Office Business Hours) for both fiscal years.

(d) Exception to Standard Furlough Days for Some Employees. Bargaining unit employees shall adhere to the standard work furlough days shown on the city-wide calendar, except where it is impracticable for certain City departments or operations, as determined by the department head. In these rare cases, employees must schedule the appropriate number of furlough hours to be used no later than June 30 of each corresponding fiscal year.

(e) If a furlough is scheduled before or after a City holiday, the employee will, nevertheless, be eligible for holiday pay.

(f) No Adverse Affect on CalPERS. The City represents and warrants based on information provided by the California Public Employees Retirement System

(CalPERS) that the furlough deductions described in this section 10.4 shall not reduce or otherwise adversely affect the employee's Final Compensation for retirement purposes under CalPERS. The City shall continue to report the employee's full-time pay rate as noted in the agreed upon salary schedule(s). This bargaining unit has relied on the accuracy of this representation by the City with the City's knowledge and consent. As an express condition of this section, should any Trades and Maintenance represented employee suffer a reduction or adverse effect in his or her final compensation for retirement purposes through CalPERS solely as a result of the furlough deductions, the City, upon notification, shall thoroughly review and communicate the adverse effect to CalPERS, on behalf of the employee, to ensure the employee is made whole.

(g) Furlough Deductions Non-Taxable to the Employee. The City represents and warrants that the furlough deductions described in this section, 10.4 shall not be subject to income tax, payroll tax, or otherwise taxable to the employee. This bargaining unit has relied on this representation by the City with the City's knowledge and consent. As an express condition of this section, should any represented employee of this bargaining unit be taxed on any furlough deduction amount, the City, upon notification, shall thoroughly review and make the appropriate correction.

(h) Use of Accrued Leaves in Coordination with Furloughs. Bargaining unit employees shall be permitted to use accrued vacation leave, sick leave, and compensatory time off (CTO) on non-furlough days consecutive to furlough days, on a coordinated basis, unless approval of such leave creates an undue hardship to the City.

(i) Fringe Benefits Not Accepted. Notwithstanding the occurrence of furloughs bargaining unit members shall continue to receive the full amount and application of all fringe benefits including, without limitation and by way of illustration, City contribution to health and welfare benefits, accrued vacation leave, and accrued sick leave.

(j) Separation from City Service before June 30, 201**3** ~~2~~. Any employee who separates from City service before the final 4.68 hour furlough deduction on July 7, 201**3** ~~2~~ for the pay period ending June 30, 201**3** ~~2~~, and after having used furlough hours, shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee's pay warrants multiplied by the employee's regular hourly rate of pay. Conversely, any employee who separates from City service before June 30, 201**3** ~~2~~, having suffered furlough deductions in excess of the actual number of furlough hours the employee has used, shall have his or her final compensation credited by like amount.

Section 11. Overtime

11.1 Overtime Authorization

All compensable overtime must be authorized by the department head or his designated representative in advance of 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.

11.2 Definition

The following provisions pertaining to authorized **statutorily required** overtime work shall apply to ~~those~~ **non FLSA exempt** employees whose regular work week is **eight (8) hours per day and** forty (40) hours per week**, or (10) hours per day and forty (40) hours per week:**

(a) **Statutory overtime shall be paid on actual time worked in excess of forty (40) hours in any workweek. Such overtime 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. Furlough hours shall be considered as actual time. Sick leave, vacation, holiday, or other time taken as compensated time off shall not be considered as actual time worked.**

~~(a) Overtime shall be paid at the rate of time and one-half (1-1/2) for all hours in excess of forty (40) hours in a seven (7) day work period for all which an employee is in a paid status because of work performed and/or the use of paid leave.~~

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

(c) ~~(d)~~ The City may require mandatory overtime when operational needs if the City dictate the need to work such overtime. Work in excess of forty (40) hours in any workweek will be paid at time and one-half pay or CTO in accordance with

Section 11.4 (b).

11.3 Standby Duty

When warranted and in the interest of the City operation, department heads may assign employees to "standby" status.

(a) Application of "standby" shall be as follows:

(1) Each employee so assigned to "standby" shall be provided with a communication device while on standby and shall be able to report to the work site within forty-five (45) minutes. Employees assigned to standby shall be required to carry the communication device.

(2) Employees on standby shall have the option to trade **hours** ~~days and/or weeks~~ of standby status with another qualified employee in the same unit or division with departmental approval.

(3) Standby shall be assigned in a minimum of eight (8) hours blocks, i.e., Monday - Friday work week standby can be 8, 16, 24 hour blocks. The block of standby will be to one (1) person per 24 hour period.

Standby for weekends i.e., Saturday, Sunday or extended holiday weekends (Friday – Sunday, or Saturday - Monday) will be assigned 8 - 48 hour blocks to one (1) person per weekend (up to 72 hours for holiday weekend).

(b) Compensation of "standby" shall be as follows:

(1) Employees assigned to standby duty shall be paid **$3.00 per hour** ~~two (2) hours for every eight (8) hours of standby~~ **while assigned to be on standby. An employee shall earn** ~~and~~ time and one-half (1-1/2) for all actual time worked while on standby duty status **only if eligible for overtime as defined in Section 11.2 above. An employee shall not continue to receive the "standby" premium during actual time worked, or for any hours paid as overtime or call back**. **Standby is not considered as time in "paid status because of work performed" for purposes of calculating overtime.**

~~(2) Employees assigned to standby duty status on holidays~~

~~observed by the City shall be paid two (2) hours for every eight (8) hours of standby at time and one-half (1-1/2) for all actual time worked while on standby duty status, and double time and one-half (2-1/2) for all actual time worked in excess of eight (8) hours while on standby duty status.~~

11.4 Call Back

When an employee is called back to work from off duty status, the employee shall be compensated for a minimum of two (2) hours and forty-five (45) minutes pay at time and one-half (1-1/2) or actual time worked at time and one-half (1-1/2) **if eligible for overtime as defined in Section 11.2, above**, whichever is greater.

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

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

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

(c) An employee is ineligible to receive a premium for both standby and call back. For example, employees shall not receive standby pay for hours in which they are paid overtime or call back pay.

11.5 Compensatory Time

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

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

day-for-day basis and shall be at the sole discretion of the department head, but once approved, cannot be changed unless an emergency situation arises.

(d) Payment. Once eighty (80) hours of Compensatory Time is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period will automatically be paid.

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

11.6 Meal Allowance

The City shall provide a meal allowance of TEN DOLLARS AND NO CENTS ($10.00) for an employee who is held over and works a minimum of four (4) hours. Employees called back to work or called back from a day off with less than two (2) hours notice shall qualify for the TEN DOLLARS AND NO CENTS ($10.00) meal allowance when they work a minimum of four (4) hours. Extension of the work schedule or call-back must be properly authorized by the employee's supervisor or other designated personnel.

AB 506 Labor Mediation Proposal

Section 12. Holidays

12.1 Qualifying for Holiday Pay

All regular employees, excluding provisional and temporary employees, shall be entitled to take all authorized holidays at full pay not to exceed eight (8) hours for any one (1) holiday.

12.2 Holidays Observed by the City

(1) January 1 .....New Years' 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 Birthday
(6) Last Monday in May ..... Memorial Day
(7) July 4..... Independence Day
(8) First Monday in September .....Labor Day
(9) Second Monday in October.....Columbus Day
(10) November 11..... Veteran's Day
(11) Fourth Thursday in November..... Thanksgiving
(12) The day following the day known as Thanksgiving
(13) December 25.....Christmas Day
~~(14) Employee's Birthday~~

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

If any of said holidays fall on a Sunday, the following Monday shall be observed as a holiday. If any of said holidays fall on a Saturday, the preceding Friday shall be observed as a holiday.

In order to receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.

~~Birthday Holiday Leave. If an employee's birthday falls on Saturday, Sunday or another recognized holiday; or if work requirements do not permit the employee to observe that day off, the department head may authorize a work day within fifteen (15) calendar days prior to or after the employee's actual birth date. An employee will not be credited with a birthday holiday, if he/she terminates prior to the actual birth date.~~

12.3 Compensation for Holidays Worked

Prior approval for holiday work must be secured from the department head except in emergency situations where said approval cannot be obtained beforehand.

12.4 Holiday Cash Out Upon Separation

When an employee is separated from the service between February 17, 2012 and July 1, 2014, the employee's remaining holiday allowance, if any, shall be paid as follows:

(a) Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated holiday hours.

(b) On the one year anniversary of employee's separation, he/shall shall receive the second payment of one third (1/3) or $10,000, whichever is greater of the balance of his/her unused accumulated holiday hours.

(c) On the second year anniversary of employee's separation he/she shall receive payment for the balance of the unpaid accumulated holiday hours.

(d) Employees who are involuntarily separated shall have their remaining holiday allowance, if any, added to his/her final compensation.

Section 13. Compensation and Allowance Other Than Base Salary

13.1 Retirement Contribution Supplement

(a) The City will pay seven percent (7%) of the employee's current base salary (employee's contribution) and other compensation as qualified by State law towards the Public Employees' Retirement System (CalPERS). Such amounts will be applied to the employee's individual account in accordance with California Government Code section 20615. Effective August 1, 2011, employees shall pay 7% of the employee's current base salary and other compensation as qualified by state law towards the employer contribution to the CalPERS retirement plan on a post-tax basis in the form of a payroll deduction. The City will seek an IRS private letter ruling to determine whether or not the IRS permits the employee's contribution to the employer's share of pension cost to be treated on a pre-tax basis. If the IRS issues a private letter ruling allowing employee's contribution towards employer pension cost on a pre-tax basis, the City will change the deduction from post-tax to pre-tax as soon as administratively possible after the IRS final determination.

(b) For Employees Hired on or Before June 30, 2011

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

(2) The City's CalPERS retirement plan is modified to reflect California Government Code section 20930.3 (Military Service Credit as Public Service) and section 20930.33 (Military Service Credit for Retired Persons) effective upon adoption by Stockton City Council and Board Administration of the CalPERS.

(3) The City will provide CalPERS California Government Code section 20692 (Employer Paid Member Contributions Converted to Payrate during the Final Compensation Period) as added CalPERS benefits. At the beginning of employee's last year of employment, the employee will pay their employees' seven percent (7%) benefit cost through an automatic payroll deduction. The City will increase the base salary for those employees by the same seven percent (7%) for the last twelve (12) months of employment. Internal Revenue Service (IRS) Code 414H(2) will be concurrently implemented with CalPERS California Government Code section 20692, to be effective upon adoption by the Stockton City Council and CalPERS Administration Board.

(4) The City will provide CalPERS California Government Code section 20965 (Credit for Unused Sick Leave) as added CalPERS benefits, to be effective upon adoption by the Stockton City Council and CalPERS Administration Board. Any unused sick leave may be credited towards CALPERS service credit.

(5) The City will provide CalPERS California Government Code section 21574 (Fourth Level of 1959 Survivor Benefits) as added CalPERS benefits, to be effective upon adoption by the Stockton City Council and CalPERS Administration Board.

(6) The City will provide CalPERS California Government Code section 21335 up to a five percent (5%) Annual Cost-of-Living Allowance, base year 2001) as added CalPERS benefit. The first application date is April 1, 2003.

(c) For Employees Hired on or After July 1, 2011

(1) The City will contract with CalPERS to provide a new second tier retirement program of 2% at 60 with three year average salary formula and no other additional CalPERS. benefits for all unit employees hired on or after July 1, 2011 or as soon as administratively possible consistent with CalPERS contract process. Effective July 1, 2011 all unit employees hired on or after July 1, 2011 shall pay the entire seven percent (7%) of the employee's current base salary and any other compensation as qualified by state law towards CalPERS retirement benefit through a payroll deduction.

13.2 Deferred Compensation

Effective July 1, 2010, the City's contribution to the Deferred Compensation Plan (5.5% of base pay) will be converted to base pay. Effective July 1, 2010, employees will no longer receive a deferred compensation benefit.

13.3 Uniforms

(a) The City shall provide uniforms for all employees assigned to this unit who ~~request uniforms and~~ **are** require**d** ~~employees~~ to wear ~~the~~ uniform**s** during the course of work.

(b) Safety Protective Footwear Reimbursement Allowance. Employees required to wear safety protective footwear in accordance with City Manager's Administrative Directive HR-034, and approved for safety protective footwear reimbursement, the City will authorize safety protective footwear reimbursement in the amount of ONE HUNDRED SEVENTY DOLLARS ($170.00)

13.4 Tool Allowance

(a) Mechanic employees assigned to the Central Garage who are required to personally supply their own set of mechanic hand tools, as required and approved by the Fleet Manager, shall receive an annual tool replacement allowance of FOUR HUNDRED DOLLARS ($400.00).

(b) The City shall pay for the replacement of tools lost through theft from City premises provided that such loss was absolutely no fault of the employee.

(c) Any tool required by the City beyond that initially approved by Fleet Manager shall be provided by the City.

13.5 Special Driver's License Pay

Job classifications that require employees to possess and maintain a Class A and/or Class B Driver's License will receive special pay based on the flat dollar amount equal to one and one-half percent (1-1/2%) of top step of job classification ~~as of July 1, 2010. Effective January 1, 2009, the Special Driver's License pay of one and one-half percent (1-1/2%) of top step of job classification shall be rolled into base salary of job classification.~~

Special Driver's License Pay will only be implemented with the concurrent implementation of the Operating Engineers' Local No. 3 - City of Stockton, Drug/Alcohol Safety Program.

13.6 Longevity Pay

Effective August 1, 2011, longevity pay shall be eliminated. However, the City shall grandfather only those employees who completed twelve (12) continuous years of service with the City as of July 31, 2011, longevity pay based on the flat dollar amount equal to two and one-half percent (2.5%) of top salary step of the employee's pay range as of July 1, 2010. **As of July 1, 2012, longevity incentive pay allowance for these grandfathered employees shall be reduced to one and one-quarter percent (1.25%). As of June 30, 2013, longevity incentive pay allowance for these grandfathered employees shall be eliminated altogether.**

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13.**7** ~~8~~ Credit Union

The City will accommodate payroll deduction to Operating Engineers' Local No. 3 Credit Union, within the limitations of City payroll system. Any modification costs will be borne by Operating Engineers' Local No. 3.

AB 506 Labor Mediation Proposal

Section 14. Insurance Plans and Retirement Benefits

14.1 Health and Welfare Benefits

(a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and visions plans or Operating Engineer Health and Welfare Trust Fund Plan (PPO Plans A, B, C, and D, and Kaiser HMO Plans A and B). The City shall offer two or more medical plans to regular employees.

(b) Eligibility. Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. **An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).**

(c) City Contribution towards the cost of insurance programs. Effective September 1, 2011:

- The City shall contribute up to $481.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- The City shall contribute up to $875.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage
- The City shall contribute up to $1,165.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's

monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical/visions/dental to be pre-tax premium conversion.

(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical/vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

(e) Provisional and temporary employees are not eligible for any of the above benefits.

(f) Employees that promote, demote, or transfer from a classification in the Trades and Maintenance unit to an unrepresented classification shall continue to have the option to retain the Operating Engineers' Local No. 3 Health and Welfare Plan.

(g) Parties agree to the implementation of the modifications to the City's Modified Plan, which is referred to in this MOU as "Modified Employee Medical Plan." Modifications to the City's Modified Plan shall be effective September 1, 2011.

14.2 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~~ **Plan benefits shall be as described in the Plan document, but shall include:**

(a) Each disability - sixty-six and two thirds percent (66 2/3%) of salary **up to the maximum salary replacement amount as specified in the City's long term disability plan.**

(b) Disability income payments shall commence ~~after the employee has utilized all sick leave benefits to which the employee is entitled or~~ after a **ninety (90)** ~~thirty (30)~~ day waiting period. **Employees may use sick leave and other leave balances to cover this waiting period, or leave without pay.** ~~whichever is longer.~~

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

(d) The City ~~will provide, at no expense~~ **shall continue its normal contribution for employee medical premiums** ~~to the employee, medical~~

~~coverage for a period~~ **during the** ~~of~~ ninety (90) days **waiting period**. ~~For the purpose of this section, medical coverage shall commence immediately after the employee has utilized all sick leave benefits to which the employee is entitled.~~

14.3 Life Insurance

Effective July 1, 2012, ~~T~~ **t**he City shall provide, at no cost to the employee, ~~a~~ term life insurance policy **with a value of $50,000.** ~~, to one and one-half (1-1/2) times the employee's annual salary~~.

14.**3** ~~4~~ Retirement Medical Allowance

(a) Eligibility. An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan).

~~For employees hired on or before June 30, 2011, at retirement only, an employee with fifteen (15) years of City service and who has attained the age of fifty (50) will be provided medical coverage consisting of hospitalization, medical and prescription benefits for the retiree and one (1) dependent until age sixty-five (65) which includes changes to the City's modified plan effective September 1, 2011. Employees hired on or after July 1, 2011 shall not be afforded any retiree medical program coverage by the City.~~

~~(a) Employees with 15 or more years of service, as of July 1, 2010, shall continue to be eligible for the benefit described above *without having to make any employee contribution*.~~

~~(b) Employees who have 15 or more years of service on or before June 30, 2012, and retire with CalPERS on or before June 30, 2012, shall continue to be eligible for the benefit described above *without having to make any employee contribution.*~~

~~(c) All employees hired prior to July 1, 2010, who either do not have 15 or more years of service, as of July 1, 2010, or do not have 15 or more years of service on or before June 30, 2010, and retire with CalPERS on or before June 30, 2012, shall make a retiree health contribution of $100 for employee only, or $175 for employee plus one, toward the health rates.~~

(b) City Contribution for the Period July 1, 2012 Through June 30, 2013. Effective July 1, 2012, the City shall provide to employees retiring from the City the following contribution towards the costs of retiree medical insurance:

(1) Employees retiring with over 10 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $150 a month towards the cost of retiree medical insurance.

(2) Employees retiring with over 20 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $300 a month towards the cost of retiree medical insurance.

(3) Employees retiring with over 30 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $450 a month towards the cost of retiree medical insurance.

(4) Employees with less than 10 years of service for the City shall not be eligible for a city contribution towards retiree medical and may not be enrolled in the City sponsored plans.

(5) Benefits for part time employees who retire are prorated based on their full time equivalent.

(6) The City contributions shall end with the death of the retiree and no survivor benefits are provided.

(7) Retirees who are enrolled in city-sponsored plans may not enroll their eligible dependents at their own expense.

The City's obligation for retiree medical benefits is to the retiree and shall end upon the death of the retiree. Surviving spouses shall not be eligible for any city paid benefit after the death of the city retiree. Any benefits previously paid to surviving spouses has been paid in error and without the approval of the City Council.

(c) Elimination of Retiree Medical Program Effective June 30, 2013. Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retirees. Retirees shall not be eligible to participate in the City's medical plans.

~~14. 5 For Employees Hired on or after July 1, 2010 but before July 1, 2011.~~

~~(a) All employees hired on or after July 1, 2010 will be eligible to receive retiree medical benefits through the OE3 VEBA (defined contribution) plan. Employer contribution shall be an amount equal to 2% base salary. Employee contribution shall be an amount equal to 3% of base salary. Employees hired on or after July 1, 2011 shall not receive any contribution towards retiree medical benefits through the OE3 VEBA.~~

14.4 Alternative Retirement Medical Plans

The parties have negotiated that employees may choose to enroll in one or more additional health plans instead of the City Modified Plan (including but not limited to Kaiser Senior Advantage).

This language sets forth the conditions in which current employees, when they retire from the City and otherwise qualify for a retiree medical benefit from the City as stated in Sections 14.3 and 14.4 of this MOU, may also choose to enroll in City sponsored alternative plans in the same manner as when they were employees, as well as retiree only medical plans. The following conditions shall apply:

(a) If an employee is in a City sponsored alternative plan at the time of retirement, the employee shall be allowed to continue in that Plan. Employees in the union sponsored plans authorized by the City at the time of retirement shall be allowed to continue in that Plan. (Operating Engineers units).

(b) Employees not in an alternative Plan at the time of retirement shall not be allowed to enroll in any alternative plan except that; any retiree may voluntarily enroll in a City sponsored retiree only Plan.

A retiree may only enroll in alternative plans other than the City Modified Plan when:

(a) The retiree selecting plans other than the City's Modified Plan must

agree that the City's financial contribution to a premium payment for any other Plan shall not exceed the current contribution amount the City would pay if the retiree is enrolled in the City Modified Plan, and

(b) The individual retirees will be required to sign a form that indicates their agreement with these conditions.

The City reserves the right to eliminate these additional plans and the choice of multiple plans is not a vested right. Like the City Modified Plan, the City reserves the right to make plan design changes as necessary in these Alternative Plans.

14.6 Medicare Supplemental Coverage Requirements only for Employees Hired on or Before June 31, 2011.

The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City's modified medical plan which includes medical design changes effective September 1, 2011 as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse

Under the federal Health Care Reform Plan, sponsors may modify the medical benefits provided to retirees only. The City will modify its retiree health care plan to reflect the following:

(a) Return Plan benefits for Acupuncture to 12 visits per year (instead of unlimited) and returns the payment percentage paid to 60% (instead of 80%);

(b) Return Plan benefits for Alcohol and Drug Treatment admissions to 30 days and 3 lifetime admissions (instead of unlimited);

(c) Return Plan benefits for Outpatient Mental Health or Nervous Disorder services to 15 visit maximum (instead of unlimited);

(d) Change Plan benefits for Preventative care and wellness to 80% instead of current 100%;

(e) Return Plan benefits on the lifetime cap on plan benefits to $2.5 million (instead of unlimited);

(f) Return Plan benefits on the maximum age of dependent children to be enrolled in the Plan to age 19 unmarried, and not serving in the armed forces to 23 if attending school full time and qualifies as a dependent for federal income tax purposes.(instead of age 26); and

(g) Change Plan benefits for Emergency room benefits.

~~14.6 Retirement Medicare Supplemental Plan~~

~~Employees retiring on or after January 1, 1997, who are eligible for the Retirement Medical Allowance, pursuant to section 14.~~**~~3~~** ~~4, will, at age 65, become eligible for Medicare Supplemental Coverage under the City's Modified Employee Medical Plan which includes changes to the plan effective September 1, 2011. Coverage will be supplemental and secondary to Medicare (reduced by any amounts payable to Medicare). This lifetime benefit is provided to the employee and the employee's spouse. The employee shall be responsible for paying any associated costs for obtaining Medicare coverage Part A and Part B. Employees hired on or after July 1, 2011 shall not be eligible for any Retirement Medical Allowance pursuant to section 14.4 above and shall not become eligible for Retirement Medicare Supplemental Plan under the City's Modified Medical Plan.~~

~~14.7 Defined Contribution Plan for Retiree Medical for Unit Members Hired on or after July 1, 2010 but before July 1, 2011.~~

~~For employee hired on or after July 1, 2010 but before July 1, 2011, the City shall establish a defined contribution plan for retiree medical that operates through a Retiree Medical Trust ("Trust").~~

~~14.8 Retiree Medical Trust for Members Hired on or after July 1, 2010 but before July 1, 2011~~

~~(a) Establishment of Retiree Medical Trust~~

~~As soon as practical, the City shall establish a Retiree Medical Trust ("Trust") that will be governed by Trustees selected by the unit members and the City for the purpose of receiving employee and employer contributions, and for paying a monthly distribution to the City's health plan to subsidize premiums on behalf of eligible retirees.~~

~~(b) Tax Issues~~

AB 506 Labor Mediation Proposal

~~The City will seek a ruling from the Internal Revenue Service so that employee and employer contributions will be deemed pre-tax. The City will also seek tax-exempt status for the Trust's earnings and the benefits paid from the Trust~~

Section 15. Salaries

15.1 Salary

There will be no increases to salary ranges during the term of this MOU.

All salaries hereby established and explained in other parts of section 15 shall no longer be fitted to the Stockton Salary Matrix as set forth in the City of Stockton Salary Schedule. Instead, all salary steps hereby established and explained in other parts of section 15 shall be assigned a fixed percentage of 5.14% between salary steps, and any salary ranges established on or after October 1, 2008, shall be assigned a fixed percentage of 5.0% between salary steps.

The salary for each job classification, as set forth in the City of Stockton Salary Schedule the standard rate of pay for full time employment, unless the schedule specifically indicates otherwise.

The salary as set forth in the City of Stockton Salary Schedule do not include reimbursement for actual and necessary expenses for traveling, subsistence and general expenses authorized and incurred incident to City employment.

15.2 Salary upon Appointment

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

15.3 Salary Equivalents

Any monthly, daily or hourly rate of pay may be converted into an equivalent rate of pay or to any other time bases when, in the judgment of the Director of Human Resources or the City Manager, such a conversion is advisable. 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 in 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.

15.4 Salary Step Plan

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

The second salary step shall be paid upon the satisfactory completion of six (6) months service at the first salary step upon the written recommendation of the department head and approval from the Director of Human Resources.

Subsequent salary steps shall be paid upon the satisfactory completion of one (1) year service at the preceding salary step of the job classification and upon the written recommendation of the department head and approval from the Director of Human Resources.

Regardless of an employee's length of service, step advancements in any given class may be made upon recommendation of the department head with the approval of the Director of Human Resources.

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.

(b) If a department head recommends withholding salary step increases because an employee has not achieved the level of performance required, notice must be received by the Human Resources Department at least four (4) 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.

(c) 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.

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

15.5 Salary Step after Military Leave

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

15.6 Salary Step When Salary Range is Increased

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

15.7 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 at least 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 the employee is reduced for cause or disciplinary reasons, the employee shall receive the salary at the same step prior to promotion."

(2) "If the salary of the employee is reduced through no fault of the employee (i.e., layoff), the salary at demotion shall be at the nearest lower salary to that which was received prior to the demotion."

15.8 Transfer

An employee may be transferred from a class in one department, or to a position of the same class in another department, or to a comparable class, with the approval of both the employee and Department Heads. In the case of a comparable class, the employee must be qualified, as determined by the Director of

Human Resources. The Director of Human Resources, in making such a determination, must assure that the maximum salary rate for the classes in question must be equal to or less than the employee's current top step salary, 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.

15.9 Salary on Reinstatement

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

If a former employee is reinstated to a position in a lower class the employee's salary shall be set at the same step previously held, but in the pay range of the lower classification.

15.10 "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.

15.11 Acting Pay

(a) General Provisions. Any employee in this unit who is assigned by a supervisor to work in a higher paid classification for two (2) or more hours in one (1) day, shall receive the rate of pay in the step of the higher classification which would have been received if the employee had been promoted into that classification, or at least five percent (5%) more than the employee's salary in the present classification, whichever is greater. Out-of-class assignment pay during overtime status will commence at the first hour worked.

(b) When there is an existing promotional eligibility list, and acting pay assignment is expected to be for more than twenty (20) work days, acting pay shall be assigned from the top three (3) on the promotional eligibility list. If the assignment is for twenty work days or less, the highest ranking employee on the promotional list within the division shall be assigned. When there is no eligible

list, section (c) below shall apply.

(c) If there is no existing list, acting pay selection shall be made from the five (5) most qualified employees in the section.

(1) Sections are defined, for the purpose of this clause only, as the sub-groups listed under the following department:

Public Works Department - (1) Street Maintenance, (2) Traffic Devices, (3) Electrical/Traffic Signals, (4) Fleet, (5) Facilities Maintenance, (6) Community Enhancement, (7) Parks, and (8) Trees.

(2) Qualifications for the purpose of this Section, as determined by the department head or designee, shall include all the following equal factors:

(a) Seniority in grade within any class immediately below the vacant position.

(b) Worker experience relative to the vacant position.

(c) Prior job performance and attendance.

(d) Certificates or other formal qualification devices such as eligibility lists.

If all things are equal based on above factors, the seniority within the City shall be considered.

(3) The opportunity for acting pay shall be rotated among the five (5) most qualified employees within each section.

(d) Assignments from other than a promotional eligibility list shall not exceed 120 days per fiscal year per employee.

15.12 Special Assignment Pay

The City Manager may approve additional compensation in an amount not to exceed one additional salary step when an employee is assigned in writing by the supervisor to perform additional duties and responsibilities beyond the scope of the assignment for the duration of the special assignment.

Any employee assigned to the Tree Spray Crew shall receive an additional five

percent (5%) special assignment pay per day when assigned in writing by the supervisor to spray trees and performs such work four (4) or more hours in any one (1) day.

Section 16. Severability of Provisions

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions 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 17. Past Practices and Existing Memoranda of Understanding

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

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

Section 18. Scope of Agreement

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

Section 19. Duration of Agreement

This Memorandum of Understanding shall be effective the date of execution, and shall remain in full force and effect to and including the 30th day of June, 201**3** ~~2 and shall continue thereafter from year to year unless at least sixty (60) days prior to July 1 either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding~~.

AB 506 Labor Mediation Proposal

Section 20. 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 Union and each employee represented thereby agrees that from the date of execution, through exhaustion of the impasse process/mediation/fact finding as set forth in the Employer/Employee Relations Ordinance, the Union or any person acting in its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

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

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

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

(e) The rights of the City as set forth in section 2-206 of the Employer-Employee Relations Ordinance, (Stockton Municipal Code, §§ 2-200, *et seq.*) are incorporated herein by reference.

AB 506 Labor Mediation Proposal

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding on this ___ day of _____ 201~~1~~**2**.

OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO

By:_____

Its: Business Representative

By:_____

Its: Director of Public Employee Division

By:_____

Its: Member

By:_____

Its: Member

By:_____

Its: Member

CITY OF STOCKTON, a municipal corporation

By: _____
ALLYSON S. HAUCK
Its: Chief Negotiator for City

By:_____
TERESIA HAASE
Its: Director of Human Resources & Employee Relations Officer

By:_____

APPROVED AS TO FORM:

JOHN LUEBBERKE
CITY ATTORNEY

By:_____

Deputy City Attorney

CITY OF STOCKTON

	Page
Absence Without Official Leave (AWOL)……..	31-32
Accrual of Sick Leave ……..	25-26
Acting Pay……..	53-54
Administrative Leave…….	18
Advance Notice…….	10
Agency Fee……	5-11
Alcohol and Drug Testing……	13
Annual Verification of Agency Fee by the Union……	6-7
Assignment of Classifications……	11
Attendance at Meetings by Employees……	10-11
Bereavement Leave…….. …..	28-29
Birthday Leave……	39
Call Back ……	37-38
Cash Payment Option for Vacation……..	25
City's Obligations (Agency Fee)……..	9
Compensation and Allowance Other than Base Salary……..	41-44
Compensation for Holidays Worked……	39-40
Compensatory Time……..	38
Compliance with Federal Laws/Safety……	12
Court Appearance…… …..	29
Credit Union…… ……..	44
Days and Hours of Work……..	33-35
Deferred Compensation……..	42
Definition of Agency Fee……..	~~4~~ 6
Definition of Grievance……..	20
Definition of Overtime……..	36
Discipline…….. …..	18-19
Doctor's Certificate of Other Proof (Sick Leave)……	27-28
Drug and Alcohol Testing……..	13
Dues Deduction……..	4-5
Duration of Agreement……..	59
Employee Options (Layoff)…… …..	15-16
Employee Rights (Agency Fee)……..	5
Employees Exempted from Obligation to Pay Union……..	7-8
Escrow Account (Agency Fee)…… …..	8
Exceptions (Agency Fee)……..	6
Fair Labor Standards Act……..	12
Family Sick Leave……..	26
Filing Deadline (Grievance Procedures)……..	20
Grievance Procedures……..	20-23
Grievance Processing……	20-21

Health and Welfare Benefits…….. 45-47
Health and Welfare Benefits During Layoff…… 16
Hold Harmless Provision (Agency Fee)…… 9-10
Holidays…… 39-40
Holiday During Vacation…… 25
Holidays Observed by the City…….. 39
Indemnity and Refund…… 5
Insurance Plans and Retirement Benefits…… 45-49
Layoff…… 14-16
Layoff Scope…… 14
Leaves…… 24-32
Leave of Absence Without Pay…….. 31
Life Insurance…… 44-48
Long Term Disability Insurance…….. 47-48
Longevity Pay…… 44
Maintenance of Membership…….. 11
Maintenance of Operations/City Rights…… 60
Meal Allowance (Overtime)…… 38
Meal Periods and Rest Periods…… 33
Military Leave…… 39-40
Non Discrimination…… 12
Notice of Layoff…… 14
Obligations of Parties (Agency Fee)…… 9
Original Entrance and Promotion Positions…… 13
Other Leaves With Pay…….. 28-29
Other Provisions (Grievance Procedures)…….. 22-23
Overtime…… 36-38
Overtime Authorization…… 36
Past Practices and Existing Memoranda of Understanding…….. 57
Payment for Unused Sick Leave…… 28
Payment Method/Payroll Deduction (Agency Fee)…… 8-9
Precedence by Employment Status…….. 14-15
Predisciplinary Rights (Discipline)…… 18
Probation (Purpose)…… 13
Procedure for a Unit Member Who Contests the Amount of the Fee…… 8
Provisions (Discipline)…… 18-19
Qualifying for Holiday Pay…… 39
Recognition…….. 3
Reemployment…… 17
Refusal of Leave or Failure to Return After Leave…… 31-32
Reporting Procedures for Sick Leave…… 26-27
Reporting to Work…….. 33-34
Retention/Rejection of Probationer…….. …… 13
Retirement Contribution Supplement…….. 41-42

Retirement Medical Allowance…… ~~44~~ 48
Retirement Medicare Supplemental Plan…… ~~44~~ 49
Safety…… 12
Safety Protective Footwear Reimbursement Allowance…… 43
Salaries…… 50-55
Salary Equivalents…… 50-51
Salary on Reinstatement…… 53
Salary ~~Rates~~…… 50
Salary Step After Military Leave…… 52
Salary Step After Promotion or Demotion…… 52
Salary Step Plan…… 51-52
Salary Step When Salary Range is Increased…… 52
Salary Upon Appointment…… 50
Scope of Agreement…… 58
Scope of Arbitration…… 21-22
Severability of Provisions…… 56
Sick Leave…… 25-28
Special Assignment Pay…… 54
Special Driver's License Pay…… 43-44
Standby Duty…… 36-37
Tool Allowance…… 43
Transfer…… 52
Uniforms…… 42-43
Union Security…… 4-11
Union's Obligations (Agency Fee)…… 9
Unit Members' Obligation to Exclusive Representative…… 5-6
Use of City Facilities…… 10
Use of Sick Leave…… 26
Use of Sick Leave While on Vacation…… 28
Vacation Allowance…… 24
Vacation Allowance for Separated Employees…… 25
Vacation Leaves…… 24-25
Vacation Scheduling…… 24
Verification Procedures (Sick Leave)…… 27-28
Voluntary Resignation…… 31-32
Work Furloughs……34-35
Workers' Compensation Benefits…… 30
Workers' Compensation Forms and Procedures…… 31
Workers' Compensation Leave…… 30-31
Workers' Compensation Payment…… 30-31
Workweek…… 33
"Y" Rate…… 53

CITY OF STOCKTON

MEMORANDUM OF UNDERSTANDING
SUPERVISORY UNIT
MUNICIPAL UTILITIES DEPARTMENT

Operating Engineers' Local 3, AFL-CIO and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit identified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyer-Milias-Brown Act (Government Code sections 3500-3510) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned for salary and benefit adjustments for the period commencing July 1, 201**2** 1 and ending June 30, 201**3** ~~2~~.

Table of Contents will be updated once the agreement is finalized.

TABLE OF CONTENTS

Section	Section Title	Page
1	Recognition	3
2	Union Security	3-11
3	Compliance with Federal Laws/Safety	11
4	Probation	11-12
5	Layoff	12-14
6	Reemployment	14-15
7	Discipline	15-16
8	Grievance Procedures	16-20
9	Leaves	20-28
10	Days and Hours of Work	28
11	Overtime	28-31
12	Holidays	32-33
13	Compensation and Allowance Other than Base Salary	33-36
14	Insurance Plans and Retirement Benefits	37-40
15	Salaries	40-44
16	Severability of Provisions	45
17	Past Practices and Existing Memoranda of Understanding	45
18	Scope of Agreement	45
19	Duration of Agreement	45

20 Maintenance of Operations/City Rights.....46

Section 1. Recognition

Operating Engineers' Local 3, AFL-CIO, hereinafter referred to as the "Union," is the recognized employee organization for the Supervisory Unit, certified pursuant to Resolution No., adopted by the City Council on.

Section 2. Union Security

2.1 Dues Deduction

(a) General. The Union 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 Union 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 canceled 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.

Additional authorization shall not be required for deduction of increased membership dues when such increase has been duly approved by the membership of the Union. Notification of such approval shall be forwarded to the City in the form of written notice on official Union letterhead and signed by the duly authorized Union official. Upon receipt of notification, the City shall authorize the payroll deduction of the increased amount.

If an employee is promoted to a position which is represented by another employee organization or to an unrepresented unit, membership dues for the former unit will not be deducted from the employee's paycheck by the City.

Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Union 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 Union members who request it, premiums for group insurance and investment plans sponsored by the Union. 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.~~

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

[NOTE: INCORPORATED FROM 2009 SIDE LETTER RE: UNION SECURITY.]

2.2 Agency Fee

(a) Employee Rights

(1) The City and the Union 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 Union shall not be compulsory. A unit member has the right to choose, either: to become a member of the Union; or, to pay to the Union a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section (f) below.

(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) below, and who has not voluntarily made application for membership in the Union 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 Union a representation fee, in exchange for representation services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Union.

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

(3) Prior to beginning such automatic payroll deduction, the Business Representative of the Union 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 Union; 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 Union 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 Union shall be an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Union for the duration of this Agreement, minus any amount which is prohibited by the Constitution because such funds pay for political or ideological purposes not related to collective bargaining.

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

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

(e) Annual Verification of Agency Fee by the Union. 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 Union shall submit a written certification to the fee payers verifying that the total amount of its representation fee conforms to Section (c) above, 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 Union prior to January 31st. The Union will submit a copy of such verification to the Director of Human Resources of the City. The parties agree that such annual verification is a condition precedent to the collection by either the City or the Union of a representation fee from a unit member.

(f) Employees Exempted From Obligation to Pay Union

(1) Any unit member shall be exempt from the requirements of Section (b) above, if such employee has a bona fide religious objection as defined by Section 3502.5 of the Government Code to the payment of any fee in support of a Union or "employee organization" as defined in Section 3540.1(d) of the Government Code.

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

a. United Way.
b. American Cancer Society.
c. Any charity jointly agreed in writing by the parties.

(3) If a unit member desires to be exempted for reasons set forth in Section (f) herein, the unit member must first request such exemption in writing from the Union setting forth briefly the rationale for the exemption. If the Union notifies the unit member in writing that the Union 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 Union, one (1) person selected by the unit member, and an arbitrator selected by the parties chosen from a list submitted by the State Conciliation Service. 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 Union 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 Union or to the charity. Any decision by the panel shall apply for the duration of this Memorandum of Understanding.

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

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

(g) Escrow Account. If any unit member either disputes the amount of the fee or disputes whether or not an exemption was appropriately denied, the City shall deposit the fee which was deducted and place such amount into a special escrow account established by the Union 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 Union's procedure for determination, provided that the parties have first complied with the other provisions of this Section.

(2) The Union 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 Union 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 Union'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 Union's internal procedure.

(i) Payment Method/Payroll Deduction

(1) A unit member may voluntarily sign and deliver to the City a written assignment authorizing deduction of the properly established representation fee as defined in Section (c) above, 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 Union 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.

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

(k) Hold Harmless Provision. The Union 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 8.3(e).

2.3 Use of City Facilities

(a) The Union 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 Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department. The Union may submit to the City Employee Relations Officer written communications having to do with official Union business for distribution by the City to identified shop stewards. Distribution may be by e-mail.

(b) Any representative of the Union 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 Union 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 Union 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 Union 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 Union 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 Union 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. 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. **Time spent for these purposes while a representative is not scheduled to work shall not be compensated by the City and shall not be considered as hours worked.** Except by mutual agreement the number of the employees excused for such purposes shall not exceed three (3) per recognized bargaining unit.

~~Time spent for this purpose during the representative's scheduled hours of work count as hours worked. Time spent for this purpose which may exceed the representative's regularly scheduled hours of work shall be compensated as overtime or compensatory time.~~

2.6 Maintenance of Membership

All employees in the Supervisory Unit who are members of the Union, tendering periodic dues at the execution of this agreement, and all employees who thereafter become members of the Union shall, as a condition of employment, pay dues to the Union for the duration of this Memorandum of Understanding, and each year thereafter. For a period of thirty (30) days prior to January 1, 2009 and thirty (30) days prior to any January 1, thereafter, any employee in the aforementioned unit who is a member of the Union shall have the right to withdraw from the Union discontinuing dues payments and retain employment in the City, subject to provisions of Section 2.2. Agency Fee. Said withdrawal shall be communicated by the employee in writing to the City. The provisions of this section shall be operative only to the extent that they are permissible under California law.

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 Resolution after providing notice and the opportunity to consult with the Union regarding such matters.

2.8 Contract Ratification

Ratification votes for Contract will be handled on city time during the day.

Section 3. Compliance with Federal Laws/Safety

3.1 Non-Discrimination. The City and the Union agree that there shall be no discrimination of any kind because of **age (over 40),** race, creed, color, religion, national origin, **(ancestry), veterans status, physical or mental disability, marital status, sexual orientation,** sex (**sexual, gender based, pregnancy/childbirth)**, political affiliation or legitimate union activity **or on any other basis prohibited by applicable federal and State law** against any employee or applicant for employment. **In addition, the Union shall cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.**~~; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age.~~

3.2 Fair Labor Standards Act. The Union agrees to cooperate with the City to insure its members' compliance with the provisions of the Fair Labor Standards Act.

3.3 Safety. The Union shall cooperate with the City in promoting safety objectives as defined in Federal, State and local regulations by actively supporting safety programs, promoting safe work habits of members and encouraging an ongoing, active participation by its members in safety related procedures and practices as offered and promulgated by the City of Stockton.

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

All original and promotional appointments shall be ~~tentative and~~ subject to a probationary period of six (6) months. ~~The probationary period shall not be extended.~~ **The probationary period may be extended up to an additional six (6) months in those cases where the appointing authority and the Director of Human Resources agree that such extension would be beneficial to the employee and the City.**

4.3 Retention/Rejection of Probationer

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

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 7 of this Memorandum of Understanding and in the Civil Service Ordinance and Civil Service Rules, which are consistent therewith.

Section 5. Layoff

5.1 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.

5.2 Layoff Scope

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

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

(1) Administrative Services
(2) City Attorney
(3) City Auditor

(4) City Clerk
(5) City Manager
(6) Community Development
(7) Community Services
(8) Economic Development
(9) Fire
(10) Human Resources
(11) Municipal Utilities
(12) Police
(13) Public Works

5.3 Notice of Layoff

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

5.4 Precedence by Employment Status

(a) No regular employees 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 regular employee. The order of layoff among employees not having regular status shall be according to the following categories:

(1) extra help or seasonal
(2) provisional
(3) temporary
(4) probationary

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

The following provisions shall apply in computing total continuous service:

(1) Time worked in a regular or probationary status shall count as service.
(2) Time spent on military leave shall count as service in the event the leave was taken subsequent to entry.
(3) Time worked in an extra help, seasonal, provisional, temporary, grant or other limited term status shall not count as service.

If two (2) or more employees have the same seniority, the **order of seniority shall be determined by their respective ranking on the eligibility list for hire.** ~~most recent performance evaluation shall determine seniority~~.

If two (2) or more employees have the same seniority, but were not hired from a ranked eligibility list, the order of seniority shall be determined by lot.

If two (2) or more employees have the same seniority, but were hired from separate ranked eligibility lists, the order of seniority shall be determined by lot.

(b) Any employee in the Supervisory Unit who is laid off may complete a City employment application for any position currently staffed by a part time, provisional, or temporary employee. The Human Resources Department will evaluate the employment application. If the laid off employee meets the minimum qualifications of that position, he/she shall have the option of displacing the part time, provisional, or temporary employee.

5.5 Employee Options

Employees laid off shall have any of the following choices:

(a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least seniority in that classification. 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 regular status, thus displacing the employee working in the classification who has the least seniority in that classification.

5.6 Health and Welfare Benefits during Layoff

Regular employees who are laid off will have an option of maintaining their existing health and welfare benefits for thirty-six (36) months 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.

Section 6. Reemployment

(a) The name of each employee who is laid off in accordance with Section 5. 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 the service. The employee shall not be placed on said eligibility list or lists without first submitting a written request. Employee's place on said list or lists shall be at the head of the eligibility list for the class of positions for which qualified as hereinabove set forth and shall be given preference in filling vacancies except for those persons placed on said list or lists of reemployment in the same positions previously held. **An employee who waives reemployment shall have his/her name removed from this reemployment list unless mutually agreed to by the Department and employee.** Upon certification for appointment to a new position never having been held by this employee, the probationary period must be completed as required in this Memorandum of Understanding.

Section 7. Discipline

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

Upon the employee's written request and department head's approval, all written reprimands shall be removed from the employee's official personnel file after a period of one (1) year, if there has been no reoccurrence of the infraction and the employee has a good work record. Upon the employee's written request and department head's approval, all other disciplinary records shall be removed from the employee's official personnel file after two (2) years, if there has been no reoccurrence of the infraction and the employee has a good work record. In no event, upon the employee's written request, shall written reprimands remain in the employee's official personnel file after five (5) years from the date of written notice.

7.1 Predisciplinary Rights

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

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

7.2 Administrative Leave

The City may place an employee on administrative leave with pay pending the completion of the predisciplinary process.

7.3 Provisions

The appointing authority may discharge, suspend or demote any employee in the classified service provided the Stockton Municipal Code provisions and the rules and regulations of the Civil Service Commission and any applicable provisions of law are followed. 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) calendar days of written notification of the action. (Such filing will foreclose use of the grievance procedure.)

(c) File a grievance as provided for in Section 8 within ten (10) calendar days of written notification of the action.

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

Section 8. Grievance Procedures

8.1 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.

8.2 Filing Deadline

(a) No grievance involving demotion, suspension, discharge or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) calendar days of the time at which the affected employee received written notification of such action. All other grievances must be filed within thirty (30) calendar days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

(b) With written consent of the Director of Human Resources or his/her designee and the Union Business Agent or his/her designee, time limits may be extended and/or Steps 1, 2 and/or 3 of the Grievance Procedure waived.

8.3 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 twenty (20) calendar days from the day of presentation or if the employee elects to submit the grievance directly to the Union recognized as the representative of that employee's classification, or if the employee/Union official notifies the Director of Human Resources, in writing, that a grievance exists, the procedure hereinafter specified may be invoked.

(b) Step 2 - Director of Human Resources Review. If the employee is not satisfied with the response at level one, then the employee may appeal the grievance to the Director of Human Resources within twenty (20) calendar days of the receipt of written response at level one. 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 Union may file and process grievance(s) on behalf of the specifically named employee. The Director of Human Resources shall have twenty (20) calendar days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two (2) paragraphs which has

not first been filed and investigated in accordance with this paragraph, except for the resolution of compensation complaints.

~~(c) Step 3 - Adjustment Board. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is present during the terms of this Memorandum of Understanding, within twenty (20) calendar days of the receipt of the level three response, such grievance shall be submitted to an Adjustment Board comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process.~~

(c) ~~(d)~~ Step **3** ~~4~~ - Arbitration. If **the parties are unable to reach a mutually satisfactory accord on the grievance at Step 2** ~~an Adjustment Board is unable to arrive at a majority decision,~~ within twenty (20) calendar days either the Union or the City may require that the grievance be referred to an impartial 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 Conciliation Service. 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 Union and City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

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

8.4 Scope of Arbitration

(a) No ~~Adjustment Board and no~~ arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in paragraph 8.1.

(b) Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No ~~Board of Adjustment or~~ arbitrator selected pursuant to this Section shall have the power to amend or modify this

Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from ~~Board of Adjustment or~~ arbitration proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources and the Union.

8.5 Other Provisions

If the Director of Human Resources or City Manager, in pursuance of the procedures outlined above, resolves a grievance which involved suspension or discharge, they 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 judgment for the judgment of management and if the findings are that the City had such right, the arbitrator may not order reinstatement and may not assess any penalty upon the City.

Complaints which allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances and processed pursuant to Section 8.3. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding 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) calendar days from the date upon which the complaint was filed.

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

A grievant will be provided release time without loss of pay for all required meetings with management. The City cannot discriminate or retaliate in any manner against an employee for filing a grievance or exercising rights under this Section.

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

All grievances of employees in representation units represented by the Union shall be processed under this Section. If the Stockton Municipal Code and/or the Civil Service Rules and Regulations requires that a differing option be available to the employee, no action under paragraph **(c)** ~~(d) or (e)~~ of Subsection 8.3 above shall be taken unless it is determined that the employee is not utilizing such option.

No action under paragraph **(c)** ~~(d) or (e)~~ of Subsection 8.3 above 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 a**n** ~~Board of Adjustment or~~ arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

Section 9. Leaves

9.1 Vacation Leaves

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

(1) Less than one and one-half (1 1/2) years continuous employment 80 hours/year.

(2) After one and one-half to seven and one-half years of continuous employment 108 hours/year.

(3) After seven and one-half years to fifteen (15) years continuous employment 144 hours/year.

(4) After fifteen (15) to twenty-five (25) years continuous employee 189 hours/year.

(5) Thereafter, seven (7) additional hours for each completed year of service in excess of twenty-five (25) years.

(6) Employees shall accrue vacation on a twice-monthly payroll basis. ~~However, during the August 2011 payroll only, vacation accruals~~

~~that were earned by not yet transferred to employees for the month of July 2011 due to conversion of lump sum to pay period accrual system shall be included in the August payroll run.~~

(b) Maximum Vacation Accrual. Employees reaching the maximum hours shall stop accruing additional hours until they are below the caps listed here. No vacation hours maybe added to sick leave and balances without exception. ~~For employees who on August 1, 2011 have vacation balances that exceeded their maximum, shall have one year to use sufficient vacation to get under the maximum allowed. If an employee does not get below the maximum by that date, they shall retain their existing earned vacation but shall not earn any additional vacation until they are under the maximum accrual allowed.~~

Maximum Vacation Accrual Caps.

40 hour employee	
Under 1.5 yrs	120 hours (15 days)
1.5-7.5 yrs	240 hours (30 days)
7.5-15 yrs	280 hours(35 days)
15-25yrs	320 hours (40 days)
26 yrs	328 hours (41 days)
27 yrs	336 hours (42 days)
28 yrs	344 hours (43 days)
29 yrs	352 hours (44 days)
~~etc~~	

For every year of service beyond 29, the employee is allowed to add an additional seven (7) hours to the maximum accrual cap.

(c) Cash Payment Option for Vacation. An employee may elect to receive cash payment for up to a maximum of forty (40) hours **of accumulated vacation hours** annually except that all cash outs shall be suspended during furlough **or fiscal emergency** periods.

(d) Vacation Cash Out Upon Separation. When an employee is separated from the service between February 17, 2012 and July 1, 2014, the employee's remaining vacation allowance, if any, shall be paid as follows:

(1) Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated vacation hours.

(2) **On the one year anniversary of employee's separation, he/she shall receive the second payment of one third (1/3) or $10,000, whichever is greater, of the balance of his/her unused accumulated vacation hours.**

(3) **On the second anniversary of separation, he/she shall receive the balance payment of the unused accumulated vacation hours.**

(4) **Employees who are involuntarily separated shall have their unused accumulated vacation hours, if any, added to his/her final compensation.**

9.2 Sick Leave

(a) Accrual. All regular full-time employees, except provisional and temporary employees, shall accrue sick leave at the rate of eight (8) hours for each month of completed service.

All regular 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 accrue 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 by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

(c) Family Sick Leave. Employees may utilize **up to one-half of their annual sick leave accrual** ~~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.~~

Employees may utilize up to one-half of their annual sick leave accrual in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care that otherwise would not be covered by the FMLA or CFRA Leaves.

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, grandchild, legal dependant, and registered domestic partner.

In special cases, with the approval of the Director of Human Resources, a department head may grant the use of sick leave in other circumstances.

It is not the intent of this provision to conflict with any state or federally mandated policies, such as the Family Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), or Pregnancy Disability Leave ("PDL").

(d) Reporting Procedures for Sick Leave. When the requirement for sick leave is known to the employee in advance of the absence (for example, including 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. In all other instances, the employee shall notify his/her supervisor as promptly as possible of his/her absence.

(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 exact 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 ~~department head~~ **Director of Human Resources** ~~may make such sick leave usage reviews and may require such additional documentation including a physician's statement~~ **may require a doctor's certificate or other reasonable proof of illness** as he**/she** deems necessary ~~before approving the sick leave benefit.~~ **in order for an employee to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that he or she will be**

required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay.

(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 for Unit Employees ~~Hired on or before June 30, 2011. Upon separation of employment by reason of death, service or disability retirement or resignation and after completion of ten (10) years or more of continuous City service, the employee or the employee's estate will be paid fifty percent (50%) of the total unused sick leave balance as of June 30, 2011 at its current value as of June 30, 2011. Any sick leave accrued on or after July 1, 2011 shall have no cash value.~~ **Effective February 17 2012, all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees shall be eligible for CalPERS service credit for unused sick leave at retirement based on the PERS contract provisions in effect at the time of their hire.**

~~(1) Unit employees hired on or after July 1, 2011 are not be eligible for any cash out of unused sick leave and their sick leave shall not have any cash value,~~

~~(2) Employees hired on or after shall be eligible for CALPERS service credit for unused sick leave at retirement base on the PERS contract provisions in effect at the time of their hire. The parties have agreed to the implementation of a new retirement tier and any employee hired after the implementation of that new tier will not be eligible for unused sick leave service credit.~~

9.3 Other Leaves with Pay

(a) Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon request be granted up to three (3) days bereavement leave with pay without charge to his accumulated sick leave credits or vacation eligibility. 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, grandchild, and domestic partner.

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 accumulated sick leave credits.

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

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

~~Jury duty or witness duty appearances shall be considered in terms of "whole days" (8 hours) or "half days" (4 hours) of service~~. If an employee is not due to appear for jury duty or as a witness until an afternoon court session, the employee will be expected to work his usual morning schedule. If an employee is required to appear for a morning court session and is sent home before noon and not required to return in the afternoon, the employee will be expected to work his usual afternoon schedule.

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 the 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 duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force or any other branch of the Military Service of the United States or the State of California. Said employees shall be reinstated in the position they held when they were inducted into Military Service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

In the case of a probationary employee having served a minimum probationary period of six (6) months at the time of induction, it shall be optional with the department head and the Director of Human Resources 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 (2) 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.

9.4 Workers' Compensation Leave

(a) Benefits. Workers' Compensation benefits shall be provided in accordance with State law, whenever an employee is absent from duty because

of disability caused by illness or injury which has been declared to be compensable under the Workers' Compensation Law.

(b) Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. **An employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources**.

9.5 Leave of Absence

(a) Employees shall not be entitled to leave of absence as a matter of right, but only in accordance with the provisions of law and the City of Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification, as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

(b) Approval. All leaves of absence without pay must be pre-approved by the department head and filed with the Human Resources Department. 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.

(c) Leaves of absence without pay for illness may only be approved following the expiration of sick leave and vacation, where applicable.

(d) City payment of premium shall end on the last day of the month in which the employee was paid except that employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plan by prepayment of the monthly premium during the authorized leave of absence.

(e) Authorized absence without pay which exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which

an employee is required to be absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustment.

9.6 Absence Without Official Leave (AWOL)

(a) Failure to Report to Duty 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 canceled, or at the expiration of a leave, shall be considered an absence without official leave and shall be subject to discipline.

(b) Voluntary Resignation. Any employee absent without official leave for two (2) or more consecutive days without a satisfactory explanation shall be deemed to have voluntarily resigned from the City of Stockton. An employee must provide a written statement to the Human Resources Department regarding a "satisfactory explanation", within ten (10) calendar days after the City mails a notice of voluntary resignation to the employee's last known address.

9.7 Parental/Adoption/Pregnancy Leave

Family medical leaves shall be in accordance with the Family Medical Leave Act ("FMLA") of 1993, the California Family Rights Act ("CFRA"), or Pregnancy Disability Leave ("PDL"), and/or other applicable state and federal laws.

Section 10. Days and Hours of Work

10.1 Workweek

The workweek shall be from Sunday at midnight through the following Saturday at midnight .

10.2 Meal Periods and Rest Periods

(a) Employees shall receive a one (1) hour or one-half (1/2) hour meal period, without pay, each day and a fifteen (15) minute paid rest period during the first half of the work day and a second fifteen (15) minute paid rest period during the second half of the work day.

(b) Where operational requirements of a department require deviations from this schedule, meal periods of other durations and alternate rest periods may be instituted with the approval of the Department Head or Designee.

AB 506 Labor Mediation Proposal

Section 11. Overtime

11.1 Overtime Authorization

All compensable overtime must be authorized by the department head or his/her designated representative in advance of 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.

11.2 Definition

The following provisions pertaining to authorized **statutorily required** overtime work shall apply to ~~those~~ **non FLSA exempt** employees whose normal work period is eight (8) hours per day and forty (40) hours per week**, or (10) hours per day and forty (40) hours per week:**

(a) **Statutory overtime shall be paid on actual time worked in excess of forty (40) hours in any workweek. Such overtime 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.** ~~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 basis or except as provided elsewhere herein. Time worked shall include time paid for pre-approved leaves.~~ **Furlough hours shall be considered as actual time. Sick leave, vacation, holiday, or other time taken as compensated time off shall not be considered as actual time worked.**

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

(c) ~~(d)~~ The City may require mandatory overtime when operational needs of the City dictate the need to work such overtime. Work in excess of forty (40) hours in any workweek will be paid at time and one-half pay or CTO in accordance with Section 11.4 (b).

11.3 Standby Duty

When warranted and in the interest of the City operation, department heads or designee may assign employees to "standby" status.

(a) Application of "standby" shall be as follows:

(1) Each employee so assigned to "standby" shall be provided with a communication device while on standby and shall be able to report to the work site with best efforts within 30 minute**s**; in no event longer than forty-five (45) minutes.

(2) Employees on standby shall have the option to trade **hours** ~~days and/or weeks~~ of standby status with another qualified employee in the same unit or division with departmental approval.

(3) Standby shall be assigned in a minimum of eight (8) hours blocks, i.e., Monday - Friday work week standby can be 8, 16, 24 hour blocks. The block of standby will be to one (1) person per 24 hour period.

(4) Standby for weekends i.e., Saturday, Sunday or extended holiday weekends (Friday – Sunday, or Saturday - Monday) will be assigned 8 - 48 hour blocks to one (1) person per weekend (up to 72 hours for holiday weekend).

(b) Compensation of "standby" shall be as follows:

(1) Employees assigned to standby duty shall be paid $**3.00 per hour** ~~two (2) hours for every eight (8) hours of standby~~, **while assigned to be on standby.** ~~and time and one-half (1- 1/2) for all actual time worked while on standby duty status~~ **An employee shall earn** ~~and~~ time and one-half (1-1/2) for all actual time worked while on standby duty status **only if eligible for overtime as defined in Section 11.2 above. An employee shall not continue to receive the "standby" premium during actual time worked, or for any hours paid as overtime or call back. Standby is not considered as time in "paid status because of work performed" for purposes of calculating overtime.**

~~(2) Employees assigned to standby duty status on holidays observed by the City shall be paid two (2) hours for every eight (8) hours of standby, time and one-half (1-1/2) for all actual time~~

~~worked while on standby duty status, and double time and one-half (2 1/2) for all actual time worked in excess of eight (8) hours while on standby duty status.~~

11.4 Call Back

Employees 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) **if eligible for overtime as defined in Section 11.2, above**, whichever is greater.

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

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

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

(c) An employee is ineligible to receive a premium for both standby and call back. For example, employees shall not receive standby pay for hours in which they are paid overtime or call back pay.

11.5 Compensatory Time

(a) Definition. Time off with pay in lieu of overtime pay.

(b) Accrual. For hours in excess of forty (40) hours in a seven (7) day work period, Compensatory Time shall be earned at the rate of time and one-half (1-1/2).

(c) Use. Use of Compensatory Time shall be scheduled with the due consideration for the wishes of the employee and so as to not interfere with the normal operation of City business. Approval of request 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.

(d) Payment. Once one hundred (100) hours of Compensatory Time is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period will automatically be paid. At the end of each calendar year, all Compensatory Time will be carried forward (forty (40) hours maximum),

unless the employee elects to have the compensatory balance paid. Carryover Compensatory Time cannot exceed the forty (40) hours maximum.

Any Compensatory Time balance in excess of forty (40) hours remaining at the end of the calendar year will automatically be paid.

11.6 Meal Allowance

The City shall provide a meal allowance of FIFTEEN DOLLARS AND NO CENTS ($15.00) for an employee who is held over and works a minimum of four (4) hours. Employees called back to work or called back from a day off with less than two (2) hours notice shall qualify for the FIFTEEN DOLLARS AND NO CENTS ($15.00) meal allowance when they work a minimum of four (4) hours. Extension of the work schedule or call-back must be properly authorized by the employee's supervisor or other designated personnel.

Section 12. Holidays

12.1 Qualifying for Holiday Pay

All regular employees, excluding provisional and temporary employees, shall be entitled to take all authorized holidays at full pay not to exceed eight (8) hours for any one (1) holiday.

12.2 Holidays Observed by the City

(1) January 1 .....New Years' Day
(2) Third Monday in January (FLOATING) .....Martin Luther King Jr.'s Birthday
(3) Second Monday in February (FLOATING)..... Lincoln's Birthday
(4) Third Monday in February (FLOATING)..... Washington's Birthday
(5) March 31 (FLOATING).....Cesar Chavez Birthday
(6) Last Monday in May ..... Memorial Day
(7) July 4..... Independence Day
(8) First Monday in September .....Labor Day
(9) Second Monday in October (FLOATING).....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 (FLOATING)~~

~~FLOATING holidays must be scheduled and used within the calendar year.~~

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

If any of said holidays fall on a Sunday, the following Monday shall be observed as a holiday. If any of said holidays fall on a Saturday, the preceding Friday shall be observed as a holiday.

In order to receive Holiday Pay, the employee must work or be on a pre-approved paid status the day before and the day after the holiday, unless it is the employee's regularly scheduled day or hours off.

12.3 Compensation for Holidays Worked

Prior approval for holiday work must be secured from the department head except in emergency situations where said approval cannot be obtained beforehand.

12.4 Holiday Cash Out Upon Separation

When an employee is separated from the service between February 17, 2012 and July 1, 2014, the employee's remaining holiday allowance, if any, shall be paid as follows:

(a) Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated holiday hours.

(b) On the one year anniversary of employee's separation, he/shall shall receive the second payment of one third (1/3) or $10,000, whichever is greater of the balance of his/her unused accumulated holiday hours.

(c) On the second year anniversary of employee's separation he/she shall receive payment for the balance of the unpaid accumulated holiday hours.

(d) Employees who are involuntarily separated shall have their remaining holiday allowance, if any, added to his/her final compensation.

AB 506 Labor Mediation Proposal

Section 13. Compensation and Allowance Other Than Base Salary

13.1 Public Employee Retirement System Benefits for Unit Employees Hired on or before June 30, 2011

(a) ~~The City will pay~~ Employees in this unit shall pay the entire seven percent (7%) of the employee's current base salary (employee's contribution) and other compensation as qualified by State law towards the Public Employees' Retirement System (P.E.R.S.). Such amounts will be applied to the employee's individual account in accordance with California Government Code section 20615.

(b) The City's P.E.R.S. retirement plan is two percent (2%) at age 55.

(c) The City's P.E.R.S. retirement plan is modified to reflect California Government Code section 20930.3 (Military Service Credit as Public Service) and section 20930.33 (Military Service Credit for Retired Persons) effective upon adoption by Stockton City Council and Board Administration of the P.E.R.S.

(d) The City will provide P.E.R.S. California Government Code Section 20692 (Employer Paid Member Contributions Converted to Payrate during the Final Compensation Period) as added P.E.R.S. benefit. At the beginning of employee's last year of employment, the employee will pay their employees' seven percent (7%) benefit cost, as identified in 13.1 (a), if any, through an automatic payroll deduction. The City will increase the base salary for those employees by the same additional contribution above the seven percent (7%), if any, for the last twelve (12) months of employment. Internal Revenue Service (IRS) Code 414H(2) will be concurrently implemented with P.E.R.S. California Government Code section 20692, to be effective upon adoption by the Stockton City Council and P.E.R.S. Administration Board.

The City will provide P.E.R.S. California Government Code section 20965 (Credit for Unused Sick Leave) as added P.E.R.S. benefits, to be effective upon adoption by the Stockton City Council and P.E.R.S. Administration Board.

The City will provide P.E.R.S. California Government Code section 21574 (Fourth Level of 1959 Survivor Benefits) as added P.E.R.S. benefits, to be effective upon adoption by the Stockton City Council and P.E.R.S. Administration Board.

The City will provide PERS California Government Code section 21335 up to a five percent (5.0%) Annual Cost-of-Living Allowance, as added PERS benefit.

(e) Effective August 1, 2011, employees hired on or before June 30, 2011 shall pay seven (7%) of the employee's current base salary (employee contribution) and other compensation as qualified by state law towards the Public Employees' Retirement System (P.E.R.S.) employer's share of cost for P.E.R.S. pension on a post-tax basis in the form of a payroll deduction. The City will seek an IRS private letter ruling to determine whether or not the IRS permits the employee's contribution to the employer's share of pension cost to be treated on a pre-tax basis. If the IRS issues a private letter ruling allowing employee's contribution towards employer pension cost on a pre-tax basis, the City will change the deduction from post-tax to pre-tax as soon as administratively possible after the IRS final determination.

13.2 Public Employee Retirement System Benefits for Unit Employees Hired on or After July 1, 2011

(a) The City will contract with P.E.R.S. to provide a new second tier retirement program of 2% at 60 with three year average salary formula and no other additional P.E.R.S benefits for all unit employees hired on or after July 1, 2011 or as soon as administratively possible consistent with CalPERS contract process. Effective July 1, 2011 all unit employees hired on or after July 1, 2011 shall pay the entire seven percent (7%) of the employee's current base salary and any other compensation as qualified by state law towards Cal PERS retirement benefit through a payroll deduction.

13.3 Uniforms

(a) The City shall provide uniforms for all employees assigned to this unit who ~~request uniform provisions~~ **are required to** ~~and must~~ wear **uniforms during the course of work** ~~City provided uniforms~~.

(b) Safety Protective Footwear Reimbursement Allowance. Employees required to wear safety protective footwear in accordance with City Manager's Administrative Directive PER-034, and approved for safety protective footwear reimbursement, the City will authorize safety protective footwear reimbursement in the amount of TWO HUNDRED DOLLARS ($200.00)

13.4 Preventive Shots

Those employees in the Municipal Utilities Department whose work assignments involve potential exposure to hazardous waste water shall, at the employee's option, be provided all necessary medical immunization available for the prevention of job incurred illness.

13.5 Effective August 1, 2011 Educational Incentive Pay shall be eliminated.

13.6 Special Driver's License Pay

Job classifications requiring a Class A and/or Class B Driver's License or Hazmat endorsement will receive special pay equal to one and one-half percent (1-1/2%) of top step of job classification.

Special Driver's License Pay will only be implemented with the concurrent implementation of the Operating Engineers' Local No. 3 - City of Stockton, Drug/Alcohol Safety Program.

13.7 Longevity Pay

Effective June 20, 2011, longevity pay shall be eliminated. However, the City shall grandfather only those employees who completes twelve (12) continuous years of service with the City as of June 30, 2011, two and one-half percent (2.5%) of top salary step of the employee's pay range to the employee as a longevity incentive pay allowance. **As of July 1, 2012, longevity incentive pay allowance for these grandfathered employees shall be reduced to one and one-quarter percent (1.25%). As of June 30, 2013, longevity incentive pay allowance for these grandfathered employees shall be eliminated altogether.**

13.8 Credit Union

The City will accommodate payroll deduction to Operating Engineers' Local No. 3 Credit Union, within the limitations of City payroll system. Any modification costs will be borne by Operating Engineers' Local No. 3.

13.9 Education, Training and Development

The City will provide internal and external training programs on a wide variety of subjects. Employee participation will be based on subject matter relevance to job requirements, budgetary constraints and workload demands. Tuition or registration and other related costs will be paid by the City at one-hundred percent (100%) in accordance with City directives HR-21 and Finance-08.

13.10 Certification, Certification Training and Special Certifications

(a) Certification dues or fees required of employees in their specialized fields of work will be reimbursed by the City at the actual costs. Pre-approved

training(s) to maintain a job related certification will be paid at one-hundred percent (100%) by the City. The City will pay for two attempts at passing the test.

(b) The City will offer a one time add pay off the salary line for employees who receive State certification for water, wastewater, distribution, or California Water Environment Association ("CWEA"). All employees are eligible to obtain certification in Water and Wastewater.

Water, Wastewater	Water Distribution	CWEA	One Time Add Pay
Grade 5	Grade 5	Grade 4	$1,000.00
Grade 4	Grade 4	Grade 3	$500.00
		Grade 2	$125.00
		Grade 1	$100.00

A maximum of two certification levels will be paid by the City in a calendar year to any one employee. Certifications (at State specific levels) will be required for some positions. Loss of certifications shall result in the employee being demoted to the level according to their certification level. The employee will be moved back to his or her former level if he or she obtained the necessary certification within 12 months. Any employee who loses or is denied a certification shall notify his or her supervisor within seven (7) calendar days, and shall submit a copy of any notice received from the state or any other agency.

(c) Waste Water Operator Certification. An employee who receives and maintains a Level IV or V Waste Water Operator Certification will receive the following quarterly amounts added to his or her monthly paychecks for Level IV and V certifications.

Level IV	$1,000.00
Level V	$2,000.00

13.11 Mileage Reimbursement for Private Vehicle Use

Employees who use their own vehicle on City business on a consistent and repetitive basis will be compensated at the current Internal Revenue Service (IRS) rate and in accordance with the City Manager's Administrative Directive, MAN-016, Section III. B.

13.12 Use of City Vehicles

Supervisors who perform emergency response and/or standby call-out duty shall have the option of taking home their assigned City vehicle on a daily basis.

Section 14. Insurance Plans and Retirement Benefits

14.1 Health and Welfare Benefits and Trust Fund Plan

(a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and visions plans or Operating Engineer Health and Welfare Trust Fund Plan (PPO Plans A, B, C, and D, and Kaiser HMO Plans A and B). The City shall offer two or more medical plans to regular employees.

(b) Eligibility. Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. **An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).**

(c) City Contribution towards the cost of insurance programs. Effective September 1, 2011:

- **The City shall contribute up to $481.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.**
- **The City shall contribute up to $875.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.**
- **The City shall contribute up to $1,165.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.**

These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical/visions/dental to be pre-tax premium conversion.

(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

(e) Provisional and temporary employees are not eligible for any of the above benefits.

(f) Employees that promote, demote, or transfer from a classification in the Operations and Maintenance unit to an unrepresented classification shall continue to have the option to retain the Operating Engineers' Local No. 3 Health and Welfare Plan.

(g) Employees agree to the implementation of the modifications to the City's Modified Plan, which is referred to in this MOU as "Modified Employee Medical Plan." Modifications to the City's Modified Plan shall be effective September 1, 2011.

14.2 Long Term Disability Insurance

The City shall provide, at no cost to the employee, long term disability insurance coverage**. Plan benefits shall be as described in the Plan document, but shall include:** ~~which provides the following:~~

(a) Each disability - sixty-six and two thirds percent (66 2/3%) of salary **up to the maximum salary replacement amount as specified in the City's long term disability plan.**

(b) **Disability income payments shall commence after a ninety (90) day waiting period.** ~~A 30-day waiting period before eligibility for benefit.~~ **Employees may use sick leave and other leave balances to cover this waiting period, or leave without pay.**

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

(d) The City ~~will provide, at no expense to the employee~~, **shall continue its normal contribution for employee medical premiums** ~~medical coverage for a period of~~ **during the** ninety (90) days **waiting period**.

14.3 Life Insurance

Effective July 1, 2012, ~~T~~ **t**he City shall provide, at no cost to the employee, a term life and accidental death and dismemberment insurance policy, **with a value of $50,000.** ~~equal to two (2) times the employee's annual salary~~.

14.4 Retirement Medical Allowance for Employees Hired on or before June 30, 2011

(a) Eligibility. An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan).

(b) City Contribution for the Period July 1, 2012 Through June 30, 2013. Effective July 1, 2012, the City shall provide to employees retiring from the City the following contribution towards the costs of retiree medical insurance:

(1) Employees retiring with over 10 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $150 a month towards the cost of retiree medical insurance.

(2) Employees retiring with over 20 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $300 a month towards the cost of retiree medical insurance.

(3) Employees retiring with over 30 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $450 a month towards the cost of retiree medical insurance.

(4) Employees with less than 10 years of service for the City shall not be eligible for a city contribution towards retiree medical and may not be enrolled in the City sponsored plans.

(5) Benefits for part time employees who retire are prorated based on their full time equivalent.

(6) The City contributions shall end with the death of the retiree and no survivor benefits are provided.

(7) Retirees who are enrolled in city-sponsored plans may not enroll their eligible dependents at their own expense.

The City's obligation for retiree medical benefits is to the retiree and shall end upon the death of the retiree. Surviving spouses shall not be eligible for any city paid benefit after the death of the city retiree. Any benefits previously paid to surviving spouses has been paid in error and without the approval of the City Council.

(c) Elimination of Retiree Medical Program Effective June 30, 2013. Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retirees. Retirees shall be able to participate in the City's Retirement Medical Plans at their own expense.

~~The City will contribute all premiums necessary for the purpose of providing hospital-medical and prescription benefits for each City employee who has retired. Such coverage shall include one (1) dependent and shall be determined by the eligible date noted below and include changes to the modified plan effective September 1, 2011.~~

~~(1) Normal Service Retirement~~

~~Eligibility for the allowance provided by this section is limited to employees who retire from the City of Stockton at age fifty (50) or later, with a minimum of five (5) years of continuous service with the City. At age sixty five (65), the benefit shall be pursuant to section 14.5.~~

~~(2) Disability Retirement~~

~~Eligibility for the allowance provided by this section shall be limited to a maximum of fifteen (15) years or the attainment of age sixty-five (65),~~

~~whichever occurs first. At age sixty five (65), the benefit shall be pursuant to section 14.5.~~

~~14.5 Retirement Medicare Supplemental Plan for Employees Hired on or before June 30, 2011~~

~~Employees who become eligible for the Retirement Medical Allowance, pursuant to section 14.4, will, at age 65, become eligible for Medicare Supplemental Coverage under the City's Modified Employee Medical Plan which include changes to the Modified plan effective September 1, 2011. Coverage will be supplemental and secondary to Medicare (reduced by any amounts payable to Medicare). This lifetime benefit is provided to the employee and the employee's spouse. The employee shall be responsible for paying any associated costs for obtaining Medicare coverage Part A and Part B.~~

~~14.5 No Retirement Medical Allowance or Program for Employees Hired on or after June 30, 2011~~

~~Employees hired on or after July 1, 2011 shall not be afforded any retiree medical allowance, program or contribution by the City.~~

14.5 Alternative Retirement Medical Plans

The parties have negotiated that employees may choose to enroll in one or more additional health plans instead of the City Modified Plan (including but not limited to Kaiser Senior Advantage).

This language sets forth the conditions in which current employees, when they retire from the City and otherwise qualify for a retiree medical benefit from the City as stated in Sections 14.3 and 14.4 of this MOU, may also choose to enroll in City sponsored alternative plans in the same manner as when they were employees, as well as retiree only medical plans. The following conditions shall apply:

(a) If an employee is in a City sponsored alternative plan at the time of retirement, the employee shall be allowed to continue in that Plan. Employees in the union sponsored plans authorized by the City at the time of retirement shall be allowed to continue in that Plan. (Operating Engineers units).

(b) Employees not in an alternative Plan at the time of retirement shall not be allowed to enroll in any alternative plan except that; any retiree may voluntarily enroll in a City sponsored retiree only Plan.

A retiree may only enroll in alternative plans other than the City Modified Plan when:

(a) The retiree selecting plans other than the City's Modified Plan must agree that the City's financial contribution to a premium payment for any other Plan shall not exceed the current contribution amount the City would pay if the retiree is enrolled in the City Modified Plan, and

(b) The individual retirees will be required to sign a form that indicates their agreement with these conditions.

The City reserves the right to eliminate these additional plans and the choice of multiple plans is not a vested right. Like the City Modified Plan, the City reserves the right to make plan design changes as necessary in these Alternative Plans.

14.6 Medicare Supplemental Coverage Requirements only for Employees Hired on or Before June 31, 2011.

The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City's modified medical plan which includes medical design changes effective September 1, 2011 as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse

Under the federal Health Care Reform Plan, sponsors may modify the medical benefits provided to retirees only. The City will modify its retiree health care plan to reflect the following:

(a) Return Plan benefits for Acupuncture to 12 visits per year (instead of unlimited) and returns the payment percentage paid to 60% (instead of 80%);

(b) Return Plan benefits for Alcohol and Drug Treatment admissions to 30 days and 3 lifetime admissions (instead of unlimited);

(c) Return Plan benefits for Outpatient Mental Health or Nervous Disorder services to 15 visit maximum (instead of unlimited);

(d) Change Plan benefits for Preventative care and wellness to 80% instead of current 100%;

(e) Return Plan benefits on the lifetime cap on plan benefits to $2.5 million (instead of unlimited);

(f) Return Plan benefits on the maximum age of dependent children to be enrolled in the Plan to age 19 unmarried, and not serving in the armed forces to 23 if attending school full time and qualifies as a dependent for federal income tax purposes.(instead of age 26); and

(g) Change Plan benefits for Emergency room benefits.

Section 15. Salaries

15.1 Salary Rates

There will be no increases to salary ranges during the term of this MOU.

The salary table for all employees in the aforementioned representation unit will be as set forth in Appendix "A," which is attached hereto and made a part hereof.

~~All salary rates hereby established and explained in other parts of section 15 shall no longer be fitted to the Stockton Salary Matrix as set forth in the City of Stockton Salary Schedule. Instead, all salary rates hereby established and explained in other parts of section 15 shall be assigned a fixed percentage of 5.00% between salary steps.~~

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.

15.2 Salary upon Appointment

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

15.3 Salary Equivalents

Any monthly, daily or hourly rate of pay may be converted into an equivalent rate

of pay or to any other time bases when, in the judgment of the City Manager, such a conversion is advisable. 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 in 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.

15.5 Salary Step Plan

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

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

If a department head recommends to withhold increases to salary steps two (2) through six (6) because an employee has not achieved the level of performance required, notice must be received by the Human Resources Department at least four (4) 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 six (6) months service at the first step.

The third step shall be paid upon the satisfactory completion of one (1) year service at the second step.

The fourth step shall be paid upon the satisfactory completion of one (1) year service at the third step.

The fifth step shall be paid upon the satisfactory completion of one (1) year service at the fourth step and upon written recommendation of the department head.

The sixth step shall be paid upon the satisfactory completion of one (1) year service at the fifth step and upon written recommendation of the department head.

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

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

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

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

15.5 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 advancements within the range of their classification for the period they were in the military service.

15.6 Salary Step When Salary Range is Increased

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

15.7 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 base salary equal to, or greater than, the minimum rate for the higher class, that employee shall be entitled to the next step in the base salary of the higher class which is a minimum of five percent (5.0%) 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 the employee is reduced for cause or disciplinary reasons, the employee shall receive the salary at the same step prior to promotion.

(2) If the salary of the employee is reduced through no fault of the employee (i.e., layoff), the salary at demotion shall be at the nearest lower salary to that which was received prior to the demotion.

15.8 Transfer

An employee may be transferred from a class in one department, or to a position of the same class in another department, or to a comparable class, with the approval of both the employee and Department Heads. In the case of a comparable class, the employee must be qualified, as determined by the Director of Human Resources. The Director of Human Resources, in making such a determination, must assure that the maximum salary rate for the classes in question must be equal to or less than the employee's current top step salary, 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 tests, 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.

15.10 Salary on Reinstatement

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

If a former employee is reinstated to a position in a lower class, the employee's salary shall be set at the same step previously held, but in the pay range of the lower classification.

15.10 "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 .

15.11 Acting Pay

Any employee in this unit who is assigned by a supervisor to work in a higher paid classification for two (2) or more hours in one (1) day, shall receive the rate of pay in the step of the higher classification which would have been received if the employee had been promoted into that classification, or at least five percent (5%) more than the employee's salary in the present classification, whichever is greater. Out-of-class assignment pay during overtime status will commence at the first hour worked.

15.12 Special Assignment Pay

The department head with the concurrence of the Director of Human Resources may approve additional compensation in an amount not to exceed one additional salary step when an employee is assigned in writing by the supervisor to perform additional duties and responsibilities for the duration of the special assignment.

15.13 Special Certification Pay

Water Operations Supervisor who possesses a Distribution Operator Certificate issued by the California Department of Health Services shall receive an additional three percent (3.0%) of base pay.

15.14 Salary Adjustments

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. The City, in its sole discretion, may make such adjustments, but agrees to discuss with the Supervisory Unit.

15.15 Work Furloughs

(a) ~~96~~ **48** Furlough Hours in Fiscal Year**s** ~~2011-2012~~ **2012-2013 and 2013-2014**. Each bargaining unit employee shall take **forty eight (48)** ~~ninety six (96)~~ furlough hours (leave from work without pay)

(b) Equalized Payroll Deductions. Payroll deductions for the ninety six (96) furlough hours described in section 10.4, paragraph (a), shall be equalized so that each bargaining unit employee shall have a deduction representing a per pay period reduction of **2.31%** ~~4.62%~~. Since this agreement was not reached by July 1, 2011, the **2.31%** ~~4.62%~~ will be increased to include the additional amount

needed to ensure annualized savings of **2.31%** ~~4.62%.~~

(c) Furlough Bank. Employees must use the **48** ~~96~~ hour furlough bank by June 31, 201**3** ~~2~~ or forfeit the furlough bank. The Furlough has no cash value and any furlough hours deducted and banked but not take off by June 30, 201**3** ~~2~~ shall be forfeited by the employee.

(d) Furlough hours will be counted as time worked for purposes of overtime.

(e) If a furlough is scheduled before or after a City holiday, the employee will, nevertheless, be eligible for holiday pay.

(f) Separation from City Service before June 30, 201**3** ~~2~~. Any employee who separates from City service before the final furlough deduction on July 7, 201**3** ~~2~~ for the pay period ending June 30, 201**3** ~~2~~, and after having used furlough hours, shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee's pay warrants multiplied by the employee's regular hourly rate of pay. **Conversely, any employee who separates from City service before June 30, 2013, having suffered furlough deductions in excess of the actual number of furlough hours the employee has used, shall have his or her final compensation credited by like amount.**

Section 16. Severability of Provisions

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions 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 17. Past Practices and Existing Memoranda of Understanding

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

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

Section 18. Scope of Agreement

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

Section 19. Duration of Agreement

This Memorandum of Understanding shall be effective the date of execution, through June 30, 201**3** ~~2~~.

AB 506 Labor Mediation Proposal

Section 20. 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 Union and each employee represented thereby agrees that from the date of execution, through exhaustion of the impasse process/mediation/fact finding as set forth in the Employer/Employee Relations Resolution, the Union or any person acting in its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

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

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

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

The rights of the City as set forth in Section 5 of Resolution No. 32,538, dated August 4, 1975, are incorporated herein by reference.

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AB 506 Labor Mediation Proposal

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding on this ____ day of _____ 201**2** ~~1~~.

OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO

By: _____

Its: Business Representative

By: _____

Its: Member

CITY OF STOCKTON, a municipal corporation

By: _____
BOB DEIS
Its: City Manager

By: _____

Its: Director of Human Resources & Employee Relations Officer

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

Its: Deputy City Attorney

By: _____

Its: Business Manager

By: _____

Its: President

By: _____

Its: Recording Corresponding Secretary

By: _____

Its: Recording Corresponding Secretary

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INDEX

	Page
Absence Without Official Leave (AWOL)	27
Accrual of Sick Leave	22
Acting Pay	44
Administrative Leave	16
Advance Notice	9-10
Agency Fee	4-9
Annual Verification of Agency Fee by the Union	5-6
Assignment of Classifications	10-11
Attendance at Meetings by Employees	10
Bereavement Leave	24
Birthday Leave	32
Call Back	30
Cash Payment Option for Vacation	21
City's Obligations (Agency Fee)	8
Certification, Certification Training and Special Certification	35-36
Compensation and Allowance Other than Base Salary	33-36
Compensation for Holidays Worked	32-33
Compensatory Time	30-31
Compliance with Federal Laws/Safety	11
Contract Ratification	11
Court Appearance	24-25
Credit Union	35
Days and Hours of Work	28
Deferred Compensation	54
Definition of Agency Fee	5
Definition of Grievance	16
Definition of Overtime	29
Discipline	15
Doctor's Certificate of Other Proof (Sick Leave)	23
Dues Deduction	3-4
Duration of Agreement	45
Educational Incentive Pay	34
Education, Training and Development	35
Employee Options (Layoff)	14
Employee Rights (Agency Fee)	4
Employees Exempted from Obligation to Pay Union	6
Escrow Account (Agency Fee)	7
Exceptions (Agency Fee)	5
Fair Labor Standards Act	11
Family Sick Leave	21-22
Filing Deadline (Grievance Procedures)	16-17
Forms and Procedures (Workers Compensation)	26

Grievance Procedures 16-20
Grievance Processing 17-18
Health and Welfare Benefits 37-38
Health and Welfare Benefits During Layoff 14
Hold Harmless Provision (Agency Fee) 8-9
Holidays 32-33
Holidays Observed by the City 32
Indemnity and Refund (Dues) 4
Insurance Plans and Retirement Benefits 37-40
Layoff 12
Layoff Scope 12-13
Leaves 20-28
Leave of Absence Without Pay 27
Life Insurance 39
Longevity Pay 34-35
Long Term Care 40
Long Term Disability Insurance 38
Maintenance of Membership 10
Maintenance of Operations/City Rights 46
Meal Allowance (Overtime) 31
Meal Periods and Rest Periods 28
Military Leave 25-26
Non Discrimination 11
Notice of Layoff 13
Obligations of Parties (Agency Fee) 8
Original Entrance and Promotion Positions 11
Other Leaves With Pay 24-26
Other Provisions (Grievance Procedures) 19-20
Overtime (Definition) 29
Overtime Authorization 28
Past Practices and Existing Memoranda of Understanding 45
Payment for Unused Sick Leave 24
Payment Method/Payroll Deduction (Agency Fee) 8
Precedence by Employment Status 13-14
Pre-disciplinary Rights (Discipline) 15
Preventive Shots 34
Probation (Purpose) 11
Procedure for a Unit Member Who Contests the Amount of the Fee 7
Provisions (Discipline) 16
Qualifying for Holiday Pay 32
Recognition 3
Reemployment 14-15
Refusal of Leave or Failure to Return After Leave 27
Reporting Procedures for Sick Leave 23

Retention/Rejection of Probationer 11-12
Retirement Contribution Supplement 33
Retirement Medical Allowance 39
Retirement Medicare Supplemental Plan 39
Safety 11
Safety Protective Footwear Reimbursement Allowance 34
Salaries 39-44
Salary Equivalents 41
Salary on Reinstatement 43
Salary Rates 40
Salary Step After Military Leave 42
Salary Step After Promotion or Demotion 42-43
Salary Step Plan 39-41
Salary Step When Salary Range is Increased 41-43
Salary Upon Appointment 40
Scope of Agreement 45
Scope of Arbitration 18
Severability of Provisions 45
Sick Leave 22-24
Special Assignment Pay 44
Special Certification Pay 44
Special Driver's License Pay 34
Standby Duty 29-30
Transfer 43
Uniforms 34
Union Security 3-4
Union's Obligations (Agency Fee) 8
Unit Members' Obligation to Exclusive Representative 4-5
Use of City Facilities 9
Use of Sick Leave 22
Use of Sick Leave While on Vacation 23
Vacation Allowance 20
Vacation Allowance for Separated Employees 21-22
Vacation Leaves 20
Verification Procedures (Sick Leave) 23
Voluntary Resignation 28
Workers' Compensation Benefits 26
Workers' Compensation Forms and Procedures 26
Workers' Compensation Leave 26
Workers' Compensation Payment 26
Workweek 28
"Y" Rate 44

AB 506 Labor Mediation Proposal

Appendix "A"
Supervisory Unit – Municipal Utilities Department

Position Number	Title	Grade
70006	Collection Systems Supervisor	70D
70002	Laboratory Supervisor	70C
70010	Occupational Health & Safety Compliance Spec	70E
70007	Plant Maintenance Supervisor	70D
70008	Plant Operations Supervisor	70D
70000	Regulatory Compliance Officer	70A
70003	Senior Plant Maintenance Supervisor	70C
70004	Senior Plant Operations Supervisor	70C
70005	Senior Water/Collection Systems Supervisor	70C
70001	Technical Services Supervisor	70B
70011	Utilities Safety and Training Specialist	70E
70009	Water Operations Supervisor	70D

APPENDIX B

SUPERVISORY UNIT (MUNICIPAL UTILITIES DEPARTMENT)

SIDE-LETTER OF AGREEMENT

Pursuant to the Special Agreement between Operating Engineers' Local Union No. 3 ("Union") and the City of Stockton ("City") dated June 18, 2003, authorized by Stockton City Council Resolution No. 03-0393, adopted on July 8, 2003, regarding the Transfer of Services, the provisions contained in Appendix B, Side-Letter of Agreement, pertains to only the Employees covered by the Special Agreement.

This Side-Letter of Agreement cannot be amended, changed, or deleted unilaterally by either party. However, nothing contained herein prohibits the parties from mutually agreeing to changes, but neither party can be compelled to negotiate and/or agree to any changes to this Appendix B, Side-Letter of Agreement.

Section 1 – Re-employment and Employment

The City shall provide regular full-time employment at the City's municipal wastewater utility and water utility to all of the employees listed in Agreement electing to accept such employment effective March 1, 2008.

Section 2 – Terms and Conditions of Re-employment and Employment

(a) City's offer of employment and re-employment shall be unconditional, and shall not be subject to other health, competency or other test, fact, or circumstances relating to an individual employee.

(b) All service with OMI/Thames Water will be counted as service with the City.

~~(c) Transfer of Leave Balances – City will accept all sick leave and vacation balances transferred from the OMI/Thames Water to City for the employees in this Agreement.~~

(c) ~~(d)~~ Waste Water Certification – Employees outside of the Waste Water Division who hold Waste Water II or higher certification and are available for short-term assignment to the waste water facility will receive an additional five percent (5%) of the top step, which shall be PERS reportable earnings. Certification must be kept current. Employees who decline short-term assignments to the waste water facility subject to department guidelines will lose this additional pay.

Section 3 - Deferred Compensation

The City shall 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 shall contribute an amount equal to five and one-half percent (5.5%) of the employee's current base salary.

Peggy Barnett	Occupational Health/Safety Compliance Specialist
Jim Butler	Senior Plant Maintenance Supervisor
Randy Cornell	Collection Systems Supervisor
Larry Huber	Laboratory Supervisor

Section 4 - Longevity Incentive

Employees possessing twenty-five (25) years or more of continuous City service shall be entitled to receive Longevity Incentive payments in the amount referenced below and up to a maximum of $10,000.00.

	March 1, 2009	March 1, 2010
Randy Cornell	$5,000.00	$5,000.00
Larry Huber	$5,000.00	$5,000.00

The amounts shown above shall be paid to the employee on paycheck March 7th of each year, respectively, upon completion of one (1) year of continuous City services commencing March 1, 2008, for a maximum of two (2) years. If the employee terminates City employment prior to or is in an unpaid status for a period less than one (1) month, the amount referenced shall be prorated for the days in a paid status including paid sick and annual leave. The employee shall not be entitled to Longevity Incentive payment for days or hours not earned (unpaid leaves of absences, termination).

The Longevity Incentive shall be reported to the Public Employees' Retirement System as "PERSable" income by the City.

Section 5 - Public Agency Retirement System ("PARS") Supplemental Retirement Plan

The City shall contribute an amount necessary to fund a supplemental retirement benefit for the following employees in Municipal Utilities Department.

~~Peggy Barnett~~	~~Occupational Health/Safety Compliance Specialist~~
~~Jim Butler~~	~~Senior Plant Maintenance Supervisor~~
~~Randy Cornell~~	~~Collection Systems Supervisor~~
~~Larry Huber~~	~~Laboratory Supervisor~~
~~Robert Englent~~	~~Senior Collection Systems Operator~~

~~The supplemental retirement benefit shall be developed and administered by the Public Agency Retirement Services ("PARS") benefit and shall be based on the following criteria:~~

~~(a) Only employees listed in this Agreement shall be eligible to participate;~~

~~(b) Commencing March 1, 2008, employees must complete at least one (1) year of continuous City of Stockton service to be eligible for the PARS benefit;~~

~~(c) The PARS benefit shall be paid only to those employees listed in this Agreement who retire from the City in accordance with rules and criteria established pursuant to PERS and the MOU in effect between the City and the OE3; and~~

~~(d) The benefit level paid to each eligible employee shall be based on the following formula:~~

~~(1) All actual years of service (prior City of Stockton, OMI and City of Stockton years of service as of March 1, 2008 prospectively) x 0.6%.~~

Section 6 – Compensation and Benefits

~~(a) Sick Leave – Sick leave accrual shall be unlimited. Accrued sick leave transitioned from OMI/Thames Water in excess of 240 hours shall be available to employees for the sole purpose of use in the event of illness and/or service credit with PERS.~~

~~(b) Retiree Medical - Retiree employees shall receive fully paid retiree medical with the option of either the City Health Plan (hospital, medical and prescription benefits) for the retiree and one (1) dependent, or the OE3 Medical Plan Schedule A (hospital, medical and prescription benefits) for the retiree and one (1) dependent.~~

~~(c) The maximum dental allowance per calendar year shall be $2,500 per member at 80/20 co-pay (20% co-pay per member). The lifetime maximum orthodontia (50%) allowance shall be $2,500 per member.~~

~~(d) Active employees shall receive fully paid City Health Plan (Medical, Vision, and~~

~~Dental) or the option of the fully paid OE3 Medical Plan Schedule A (Medical, Vision, and Dental).~~

(c) ~~(e)~~ An employee who receives and maintains a Level IV or V Waste Water Operator Certification will receive the following quarterly amounts added to his or her monthly paychecks for Level V and Level IV certifications, unless certification is required of the position.

Level IV	$1,000.00
Level V	$2,000.00

IN WITNESS WHEREOF, the parties hereto have executed Appendix B, Side-Letter of Agreement and shall become effective _____ day of _____ 2008.

OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO

By: _____
JOE SANTELLA
Its: Business Representative

By: _____
RICHARD STIFFLER
Its: Member

CITY OF STOCKTON,
a municipal corporation

By: _____
Its: City Manager

By: _____
Its: Director of Human Resources & Employee Relations Officer

By: _____
Its: Assistant Director of Human Resources

By: _____
Its: Deputy Director of Human Resources

APPROVED AS TO FORM:

CITY ATTORNEY
By: _____
Its: Deputy City Attorney

By: _____

Its: Business Manager

By: _____

Its: President

By: _____

Its: Recording Corresponding Secretary

By: _____

Its: Director of Public Employee Division

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TABLE OF CONTENTS

* Table of Contents is subject to change once final agreement has been reached.

Section	Section Title	Page
1	Recognition	2
2	Association Security	3 - 5
3	Non-Discrimination	6
4	Probation	7
5	Layoff	8 - 10
6	Reemployment	11
7	Discipline	1
8	Grievance Procedures	13 - 16
9	Leaves	17 - 24
10	Days and Hours of Work	25
11	Overtime	26
12	Holidays	27 - 28
13	Compensation and Allowances Other Than Base Salary	29 - 32
14	Insurance Plans	33 - 35
15	Salary Plan	36 - 37
16	Separability of Provisions	38

17 Past Practices and Existing Memoranda of Understanding 38

18 Scope of Agreement 38

19 Duration of Agreement 38

20 Maintenance of Operations ..... 38 - 39

MEMORANDUM OF UNDERSTANDING (POLICE MANAGEMENT UNIT)

EXHIBIT "A"

PREAMBLE

The Stockton Police Management Association and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees employed in the representation unit identified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, ~~2006~~ **2012** through June 30, ~~2010~~ **2013**. ~~This Memorandum of Understanding is an extension to the April 1, 2001 through December 31, 2006, Memorandum. This agreement shall supercede all other existing agreements on this matters set forth herein.~~

MEMORANDUM OF UNDERSTANDING (POLICE MANAGEMENT UNIT)

SECTION 1. RECOGNITION

1.1 City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereinafter referred to as the "City" in employer-employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.

1.2 Association Recognition

The Stockton Police Management Association, hereinafter referred to as the "Association" is the recognized employee organization for the Police Service Management Unit, certified pursuant to Resolution No. 38,738, adopted by the City Council November 23, 1981.

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.

Payroll deductions shall be for a specified amount and consistent for all employee members of the Association and shall not include fines, fees and/or assessments.

Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City. The payroll deduction authorized shall remain in effect until canceled 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.

Additional authorization shall not be required for deduction of increased membership dues when such increase has been duly approved by the Association. Notification of such approval shall be forwarded to the City in the form of written notice on official Association letterhead and signed by the Association President or other duly authorized Association official. Upon receipt of notification, the City shall authorize the payroll deduction of the increased amount.

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, deductions authorized and sponsored by the Association. ~~premiums for group insurance and investment plans sponsored by the Association~~. Such deductions shall be made from either or both of the semi-monthly paychecks and only upon signed authorization from the employee upon a form satisfactory to the City. Such deductions shall be payable to the

Association who is responsible for distribution to sponsored programs. ~~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.~~

[MODIFICATIONS ARE FROM 2010 SIDE LETTER RE: ASSOCIATION SECURITY]

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 a pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the employee organization deduction.

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

2.2 Use of City Facilities

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.

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

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

Members of the Association are prohibited from using City equipment and/or time for their own personal use.

2.3 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 the 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 the content of said notice with the management representatives designated by the City Manager.

2.4 Attendance at Meetings by Employees

Release Time Related to Meet and Confer. City employees who are official representatives ~~or unit representatives~~ of the Association shall be given reasonable time off with pay**, in accordance with MMBA**, to attend meetings with City Management representatives~~, or be present at City hearings~~ where matters within the scope of representation or grievances **related to this unit** are being considered.

The use of ~~official~~ **release** time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall request an excused absence, prior to the scheduled meeting whenever possible. Except by mutual agreement the number of employees excused for ~~such~~ **release time** ~~purposes~~ shall not exceed three (3) per recognized bargaining unit.

SECTION 3. NON-DISCRIMINATION

~~The City and the Association agree that there shall be no discrimination of any kind because of race, creed, color, religion, national origin, sex, disability, political affiliation 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 City and the Association agree that there shall be no discrimination of any kind against any employee or applicant for employment because of age (over 40), race, color, religion, national origin (ancestry), veterans status, physical or mental disability, marital status, sexual orientation, sex (sexual, gender based, pregnancy/childbirth), political affiliation, legitimate Association activity, or any other protected trait as determined by federal, state and/or local law.

The Association shall cooperate with the City in the objectives of Equal Employment Opportunity as defined by Federal and State regulations.

SECTION 4. PROBATION

4.1 Promotional Appointments

Promotional appointments in this Unit except Deputy Chief of Police shall be ~~tentative and~~ subject to a probationary period of twelve (12) months. The probationary period for police promotional positions shall not be extended.

4.2 Probationer Advanced to Higher Rank

Any promotional probationary Police Management employee who is advanced to a higher classification or is appointed to the rank of Chief of Police or Deputy Chief of Police shall receive credit towards his promotional probationary period for the lower rank while serving in the higher probationary or appointive rank.

4.3 Retention/Rejection of Probationer

The Director of Human Resources shall notify the appointing authority at least four (4) weeks prior to the termination of any probationary period. At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Director of Human Resources a statement in writing to such effective and stating that the retention of such employee in the service is desired.

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 he**/she** was promoted unless charges are filed and he**/she** is discharged in the manner provided in the City Charter XXXII, section 9, Civil Service Ordinance and Civil Service Rules.

4.4 Promotional Hiring

Promotional hiring lists shall be in accordance with the rule of ten (10) eligible candidates per list.

SECTION 5. LAYOFF

5.1 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.

5.2 Layoff Scope

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

(b) The departments of the City are defined as follows:

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

5.3 Notice of Layoff

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

5.4 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
(b) provisional
(c) temporary
(d) probationary

Layoffs shall be by job classification according to continuous service in class, plus all higher classes, except as specified above. For the purpose of this procedure, part-time classes shall be considered as separate from regular full-time classes.

The following provisions shall apply in computing total continuous 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, ~~then~~ the order of seniority shall be determined **by the employees' examination results and ranking on the respective eligibility list upon which the employees' were subsequently hired**. ~~by lot~~.

5.5 Employee Options

Employees laid off shall have any of the following choices:

(a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least seniority in that classification. 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 who has the least seniority in that classification. Employees who exercise this option shall

be placed on a permanent eligibility list for reinstatement to the higher classification. Ranking on the reinstatement list shall be by the employee's seniority in the higher classification. All employees on the list, who are still employed by the City of Stockton, shall be reinstated to the higher classification before any new promotions can be made to that classification.

(1) If the employee is in a probationary status in the higher classification, the probationary status shall resume upon reinstatement with full credit for previous time served in that classification.

5.6 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.

SECTION 6. REEMPLOYMENT

6.1 Reemployment

When an employee with classified service whose performance evaluation conducted by the employing department reflects that the employee is performing duties satisfactorily and whose position is abolished, is laid off due to lack of funds or on authorized leave of absence and is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the employee in the appropriate class to be placed on the reemployment list as follows:

(a) Except as otherwise provided in subsection (b) below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be place on the reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur.

(b) An employee who receives a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee demoted, as provided for in subsection (a), above, and remain on the list either until the employee is appointed to the position or the employee declines appointment to the position. The reemployment rights granted by this subsection are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

The reemployment list for any class shall be established by a Civil Service resolution as needed.

In filling vacancies, eligibles on the reemployment lists take precedence over eligibles on any other list for the same rank in the department for which the lists apply.

An employee who waives reemployment shall have his/her name removed from the reemployment list, unless mutually agreed to by the Department and employee.

6.2 Reinstatement on a Reemployment List

A permanent employee who has resigned in good standing may, with the recommendation of the Police Chief, the City Manager, and the approval of the Civil Service Commission, be restored to a reemployment list of the same classification as held upon resignation within a period of one (1) year from the effective date of his/her resignation.

SECTION 7. DISCIPLINE

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

The appointing authority may discharge, suspend, 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 any 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. (Such filing will foreclose use of the grievance procedure).

(c) File a grievance as provided for in Section 8.5 within ten (10) working days of written notification of the action.

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

SECTION 8. GRIEVANCE PROCEDURES

8.1 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.

8.2 Filing Deadline

No grievance involving demotion, suspension, discharge or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) working days of the time at which the affected employee received written notification of such action. All other grievances must be filed within thirty (30) calendar days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

8.3 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 ten (10) working days from the day of presentation or if the employee elects to submit the grievance directly to the Association recognized as the representative of that employee's classification, the procedures hereinafter specified may be invoked.

(b) Step 2 - Director of Human Resources Review. If the employee is not satisfied with the response at level one, then the employee may appeal the grievance to the Director of Human Resources within ten (10) working days of the receipt of written response at level one. 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 Human Resources shall have twenty (20) working days in which to investigate the issues and respond to the appeal. No grievance, except for the resolution of compensation complaints, may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph unless the Director of Human Resources fails to respond within the time limit.

(c) Step 3 - City Manager Review. Within ten (10) calendar days of the receipt of the level two (2) response, the grievance may be appealed to the City Manager or his designee. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not the Association, to meet also with the officials of the Association, and to settle the grievance or to make recommendations to the City Manager. A written response to the appeal will be provided within thirty (30) calendar days of the date of appeal.

(d) Step 4 - Arbitration. If the grievant or the Association is dissatisfied with the response at Step 3, or if the City Manager fails to respond within the time limit, the matter may, within ten (10) working days, 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 Conciliation Service. 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.

8.4 Scope of Arbitration

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 section 8.1.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no

proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator selected pursuant to this section shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

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

8.5 Other Provisions

If the Director of Human Resources in pursuance of the procedures outlined above, or the City Manager in pursuance of the provisions outlined above resolve a grievance which involves suspension or discharge, they 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 he finds that the City had such right, he may not order reinstatement and may not assess any penalty upon the City.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints, which allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding, shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding 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.

The provisions of this Section shall not abridge any right to which an employee may be administered in a manner that 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 the representation unit represented by the Association shall be processed under this Section. If the City Charter requires that

differing options be available to the employee, no action under paragraph (d) of subsection 8.3 above shall be taken unless it is determined that the employee is not availing himself/**herself** of such option.

No action under paragraph (d) of subsection 8.3 above 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 9. LEAVES

9.1 Vacation

(a) Vacation Allowance. ~~Each employee in this unit will receive twenty (20) days per fiscal year and an additional five (5) days for City service after fifteen (15) years up to twenty-five (25) years and one (1) additional day per fiscal year for each year of service beyond twenty-five (25) years of service.~~

Effective July 1, 2012, all employees in this unit shall accrue vacation leave with pay in accordance with the following schedule (employees shall accrue vacation on a twice monthly basis):

Less than 1-1/2 years continuous employment ..... 120 hours/year
After 1-1/2 years up to 7 1/2 years..... 148 hours/year
After 7-1/2 years up to 15 years..... 188 hours/year
After 15 years up to 25 years..... 229 hours/year

Seven (7) additional hours hence for each completed year of service in excess of twenty-five (25) years.

(b) Vacation Carryover Allowance. ~~Employees shall be granted a maximum carryover of one (1) previous fiscal year's vacation allowance and one-hundred and twenty (120) hours as of June 30th of each fiscal year.~~

Effective July 1, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception.

For employees who on July 1, 2012 have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation to get under the maximum allowed. If an employee does not get below the maximum by June 30, 2013, they shall retain their existing earned vacation, but shall not earn any additional vacation until they are under the maximum vacation accrual allowed.

The maximum number of vacation hours that employees on a 40 hour workweek shall accrue are as follows:

Under 1.5 years	200 hours
1.5 – 7.5 years	320 hours
7.5 – 15 years	360 hours
15 – 25 years	400 hours
25 years	408 hours
26 years	416 hours
27 years	424 hours
28 years plus	7 hours each additional year

For employees that are exempt from FLSA statutory overtime, employees shall accrue vacation leave as follows on a twice monthly basis as follows:

Less than 1-1/2 years continuous employment ..... 120 hours/year
After 1-1/2 years up to 7 1/2 years ..... ……..148 hours/year
After 7-1/2 years up to 15 years ..... 188 hours/year
After 15 years up to 25 years ..... 229 hours/year

Seven (7) additional hours hence for each completed year of service in excess of twenty-five (25) years.

Vacation Carryover Allowance. For employees that are exempt from FLSA statutory overtime, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception.

The maximum number of vacation hours that employees on a 40 hour workweek shall accrue are as follows:

Under 1.5 years	200 hours
1.5 – 7.5 years	320 hours
7.5 – 15 years	360 hours
15 – 25 years	400 hours
25 years	408 hours

26 years	**416 hours**
27 years	**424 hours**
28 years plus	**7 hours each additional year**

~~(c) Conversion of Excess Vacation Carryover Hours to Sick Leave. Whenever an employee's accumulation of vacation hours exceeds the maximum vacation carryover allowance, the excess number of vacation hours shall be automatically converted to sick leave hours and credited to the employee's sick leave accumulation balance at the end of the fiscal year (in reference to City/SPMA side-Letter of Agreement dated December 16, 2003).~~

(d) Vacation Sell-back ~~Allowance~~. **An** ~~Such~~ employee~~s~~ **on a forty (40) hour workweek may sell back** ~~are allowed~~ a maximum of ~~one-hundred-and-twenty (120) hours per fiscal year~~ **forty (40) hours of his/her unused accumulated vacation balance after the use of a scheduled vacation of forty (40) consecutive hours or more. This option may be exercised once per calendar year, except during furlough or fiscal emergency periods.** ~~To qualify for this sell-back benefit, an employee must have used either in the preceding or current fiscal year a minimum of eighty (80) vacation hours.~~

(e) Vacation Allowance for Separated Employees. When an employee is separated from the service **between February 17, 2012 and June 30, 2014**, **the employee's** ~~his~~ remaining allowance, if any, shall be ~~added to his final compensation.~~ **paid as follows:**

1. Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated vacation hours.

2. On the one year anniversary of employee's separation, he/shall shall receive the second payment of one third (1/3) or $10,000, whichever is greater of the balance of his/her unused accumulated vacation hours.

3. On the second year anniversary of employee's separation he/she shall receive payment for the balance of the unpaid accumulated vacation hours.

4. Employees who are involuntarily separated shall have their unused accumulated vacation hours, if any, added to his/her final compensation.

An employee who has resigned in good standing and is subsequently reinstated within one (1) year from the date of his resignation shall have his 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.

9.2 Sick Leave

(a) Accrual. All regular employees, except provisional, temporary and part-time employees, each shall accrue sick leave at the rate of ~~ten (10)~~ **eight (8)** hours for full month of service. All regular employees, except provisional, temporary and part-time employees, working less than a full month shall 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 sick leave hours accrued.

An employee may use sick leave for preventive medical, dental, optical care, illness, injury or exposure to contagious disease, which incapacitates him**/her** from performing his**/her** duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

(c) Family Sick Leave. Employees may utilize **fifty percent (50%) of their annual accrued sick leave to attend to** ~~one day of sick leave per month in~~ case**s** of illness or injury in the employee's immediate family. ~~In addition, an employee may utilize up to one-half (1/2) of his or her annual sick leave accrual for the aforesaid purpose.~~

For the purpose of this section immediate family is defined as the employee's parents, spouse, **registered domestic partner**, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, **legal dependent**, grandparent and grandchild.

(d) Procedures for Requesting and Approving Sick Leave. When the requirement for sick leave is known to the employee, in advance of his absence, the employee shall request authorization for such sick leave from the department head prior to such absence. In all other instances, the employee shall notify his supervisor as promptly as possible of his absence.

Before an employee may be paid for the use of accrued sick leave, he shall complete and submit to his department head a signed statement, on a prescribed form, stating the dates and hours of absence, the exact reason, and such other information as is necessary for his request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head.

(e) Doctor's Certificate or Other Proof. ~~If an employee's illness results in an absence from work for more than three (3) consecutive days, then a doctor's certificate or other reasonable proof of illness will be required by the department head.~~

The **Police Chief** ~~department head and~~ **or** the Director of Human Resources ~~may make such sick leave usage reviews and~~ may require **a doctor's certificate or other reasonable proof of illness** ~~such physician's documentation~~, as they deem necessary to ensure proper use of the sick leave benefit. **The employee shall be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay.**

(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 **for Unit Employees.** ~~Upon separation with ten (10) years or more of service, or upon termination of employment by reason of death, the employee or the employee's estate will be paid fifty percent (50%) of the total unused sick leave at its current value. This provision shall also apply for service or disability retirement.~~

Effective February 17, 2012, all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees shall be eligible for CalPERS service credit for unused sick leave at retirement based on the PERS contract provisions in effect at the time of their hire.

9.3 Other Leaves With Pay

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

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 accumulated sick leave credits.

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

Said absence from duty will be **compensated for actual hours** ~~with full pay for each~~ the employee serves on the jury or testifies as a witness in a criminal case,

other than a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the City, through the employee's department head, within fifteen (15) days after receipt all fees received except those specifically allowed for mileage and expenses. Jury duty or witness duty appearances shall be considered in terms of **actual hours spent performing those duties**. ~~"whole days" (8 hours) or "half days" (4 hours) of service.~~ If an employee is not due to appear for jury duty or as a witness until afternoon court session, he**/she** will be expected to work his usual morning schedule. If an employee is required to appear for morning court session and is **released** ~~sent home~~ before noon and not required to return **to court** in the afternoon, he**/she shall** ~~will be expected to~~ work **the remainder of his/her** ~~his~~ usual afternoon schedule.

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 Treasurer through the employee's department.

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 not a party, together with travel time necessarily involved, shall not be considered absent from duty within the meaning of this Section.

(c) Court Appearance Pay while in Off Duty Status. When an employee is required by proper authority to appear in court during off-duty hours, said employee shall receive ~~a minimum~~ compensation of three (3) hours at time and one-half (1-1/2) or ~~be compensated for~~ actual time worked at **the appropriate rate** ~~time and one-half (1-1/2)~~, whichever is greater.

~~In the event said employee is required by proper authority to return to court during off-duty hours on the same day, said employee shall be compensated for a minimum of three (3) hours at time and one-half (1-1/2) or be compensated for actual time worked at time and one (1-1/2), whichever is greater. If court appearance is required in the morning and afternoon session on the same day, said employee shall be compensated for a minimum of one (1) hour at time and one-half (1-1/2), in addition to the above.~~

(d) Military Leave. An employee of the City who is a member of the National Guard or Naval Militia or a member of 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) calendar 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 service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

In the case of a probationary employee having served his minimum probationary period of twelve (12) 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 the Military Service not having served the minimum probationary period of twelve (12) months, or having served the minimum probationary period of twelve (12) 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.

(e) Management Time Leave. The City shall provide forty (40) hours of paid-management time-leave each fiscal year. The time-leave of forty (40) hours may not carry over from fiscal year to fiscal year, be used for sell-back purposes, or paid for any unused leave-time upon separation of City employment.

9.4 Workers' Compensation Leave

Whenever any member of this unit, is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his duties, he/**she** shall become entitled, regardless of his/**her** period of service with the City, to a leave of absence while so disabled without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one year, or until such earlier date as he/**she** is retired on permanent disability pension.

If injury is claimed to be job related or a recurrence of a previous job related sickness or injury it must be verified with a written physician's statement otherwise disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received.

(a) Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.5 Leaves of Absence

Employees shall not be entitled to leave of absence as a matter of right, but only in accordance with the provisions of law and the City of Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification, as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the department head under this Section shall be subject to review by the City Manager, whose ruling shall be final. Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental

insurance, except as provided hereinafter.

The entitlement to City payment of premium shall end on the last day of the month in which the employee was paid except that employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plan by prepayment of the monthly premium during the authorized leave of absence.

Authorized absence without pay which exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee is required to be absent from his/**her** position by reason of an injury or disease for which he/**she** is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.6 Leave of Absence Without Pay

(a) Purpose and Length. Only employees occupying regular positions on a permanent basis are eligible for leaves of absence without pay, under the provisions of this Section.

An appointing authority may grant leave of absence without pay for personal reasons, up to a maximum of twelve (12) months, with approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury, which are not job incurred, may be granted for a maximum period of twelve (12) months with approval of the Director of Human Resources. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

Such a leave will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.

(b) Application for and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to his department head and the City Manager describing the reasons for the request and all other information required for the department head, or his

representative, to evaluate the request. Leaves without pay may be canceled by the department at any time.

9.7 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 canceled by the department or City Manager or at the expiration of a leave, shall be considered an absence without leave.

(b) Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more consecutive days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from the City of Stockton except if the absence is due to a verified illness or injury.

SECTION 10. DAYS AND HOURS OF WORK

10.1 Workweek

The normal workweek for Police Service Management Unit employees shall consist of five (5) eight (8) hour days or a minimum total of forty (40) hours. Where operational requirements of a department require deviations from the present schedule, the **Police Chief and/or** City Manager may institute alternate work schedules, consistent with provisions of the State Law.

SPMA will meet and confer with the City on any proposed changes in work schedule.

10.2 Meal Periods

Phase shift employees normally receive a one-half (1/2) hour meal with pay each.

Other Police Service Management Unit employees will normally receive a one (1) hour meal period without pay.

10.3 Work Furloughs

The furlough program shall be continued to achieve a savings of ~~4.62%~~ **2.31%** annually for the term of this contract, as set forth below. ~~SPMA and the City will meet and discuss the continued need for furloughs in the fiscal year 2011-2012.~~

(a) ~~96~~ **48** Furlough Hours. Effective **the pay period that includes** July 1, ~~2010~~ **2012, through June 30, 2014, each**, ~~and again on July 1, 2011,~~ each employee shall take ~~ninety-six (96)~~ **forty eight (48)** unpaid furlough hours in accordance with (c) and (d) of this section. **Effective July 1, 2014 furloughs shall be eliminated and this section, 10.3, in its entirety shall be eliminated and inoperable**.

(b) Equalized Payroll Deductions. **For fiscal year 2012 – 2013 and fiscal year 2013 – 2014 p**~~P~~Payroll deductions for the ~~ninety-six (96)~~ **forty eight (48)** furlough hours described in section 10.3, paragraph (a) herein above shall be equalized so that each bargaining unit employee shall have ~~four (4) hours (4.62%)~~ **two (2) hours (2.31%)** at the employee's regular hourly rate of pay

deducted from each of the twenty-four (24) pay warrants in each fiscal year.

(c) Furlough Bank. The ~~ninety-six (96)~~ **forty eight (48)** furlough hours **in fiscal year 2012 – 2013 and again in fiscal year 2013 -2014** will be placed in a furlough bank. The furlough bank may be carried over from one fiscal year to the next. There shall be no cash value provided for any furlough hours.

(d) Use of Furlough Hours. All furlough leave shall be scheduled in advance with the employee's supervisor. Furlough hours must be scheduled and used prior to the date of separation.

(e) Separation from City Service before June 30, 2013. Any employee who separates from City service before the final four (4) hour furlough deduction on July 7, 2013 for the pay period ending June 30, 2013, and after having used furlough hours, shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee's pay warrants multiplied by the employee's regular hourly rate of pay. Conversely, any employee who separates from City service before June 30, 2013, having suffered furlough deductions in excess of the actual number of furlough hours the employee has used, shall have his or her final compensation credited by like amount.

SECTION 11. OVERTIME

11.1 Eligibility

Police Service Management employees shall not be eligible for overtime for extra hours worked to perform duties of their assigned positions with the following exceptions:

(a) When assigned to cover the shift of another employee in a comparable position.

(b) When assigned to work due to an emergency situation as required by their department.~~;~~

(c) When assigned to work on special projects, events, and/or critical incidents as required by the department.

(d) For any hours worked as a result of exceptions (a) through (c), extra hours shall only be compensated according to statutory overtime requirements.

11.2 Authorization

The Chief of Police must personally approve any overtime pay for Police Service Management Unit employees.

SECTION 12. HOLIDAYS

12.1 Compensation for Holidays Worked

(a) Police Service Management Unit employees required to work a holiday shall be compensated an additional **eight (8) hour's** day's pay at one and one-half (1 1/2) times the straight time rate. This compensation can be in the form of direct payment or earned time. Earned time overtime hours shall be limited to a maximum accumulation of forty (40) hours at any point. Police Service Management Unit employees requesting earned time compensation shall, prior to July l, each year, declare on a form provided by the City their intention to receive equivalent compensatory time for holidays which they may have to work.

(b) Regular and probationary Police Lieutenant employees shall receive, in addition to their normal compensation, one day's pay for each of the holidays listed ~~except the employee's birthday~~.

(c) When an employee is separated from the service between February 17, 2012 and July 1, 2014, the employee's remaining holiday allowance, if any, shall be paid as follows:

a. Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated holiday hours.

b. On the one year anniversary of employee's separation, he/shall shall receive the second payment of one third (1/3) or $10,000, whichever is greater of the balance of his/her unused accumulated holiday hours.

c. On the second year anniversary of employee's separation he/she shall receive payment for the balance of the unpaid accumulated holiday hours.

d. Employees who are involuntarily separated shall have their remaining holiday allowance, if any, added to his/her final compensation.

12.2 Holidays Observed by the City

~~(1) January 1 ..... New Year's Day~~
~~(2) Third Monday in January ..... Martin Luther King Jr. 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)Fourth Friday in November..... Day After Thanksgiving~~
~~(13)December 25.....Christmas Day~~
~~(14)Employee's Birthday~~

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

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

~~Birthday Holiday Leave. The department head with due consideration for the wishes of the employee and the needs of the department may authorize the birthday to be taken within thirty (30) calendar days of the employee's actual birth date.~~

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 proceeding Friday shall be observed.

For employees in the Police Department on a ten (10) hour shift schedule, holidays that fall on Saturday or Sunday shall be observed on Saturday or Sunday respectively.

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Retirement Contribution Supplement

(a) Public Employees' Retirement System (P.E.R.S.). ~~The City will contribute nine percent (9%) of the employee's current base salary and other compensation as qualified by State Law toward Public Employees' Retirement System (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 contributes an amount equal to nine percent (9.0%) of the employee's current base salary and other compensation as qualified by State law toward PERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code section 20691.

(b) P.E.R.S CONTRIUBTION. Effective July 1, 2010, employees shall pay 4.5% toward the employer contribution of PERS. Effective July 1, 2011, employees shall pay and additional 4.5% toward the employer contribution of PERS for a total of 9%. This section shall not be construed to permit employees to receive a "double" EPMC benefit, as employees already receive the EPMC benefit pursuant to section 13.1(c).

Effective August 1, 2011, employees hired on or before June 30, 2011 shall pay nine percent (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by state law towards the Public Employees' Retirement System (PERS) towards employee's share of cost for PERS pension on a post-tax basis in the form of a payroll deduction. ~~The 9% contribution shall be paid post-tax effective July 1, 2011.~~ The City will seek a private letter ruling from the IRS to determine whether or not the IRS permits the employee's contribution to the employer's share of pension cost to be treated on a pre-tax basis. If the IRS issues a private letter ruling allowing the employee's contribution towards employer pension cost on a pre-tax basis, the City will change the deduction from post-tax to pre-tax as soon as administratively possible after the IRS final determination. ~~Alternatively, if the IRS does not allow the contribution to be made on a pre-tax basis and~~ **Additionally, the City will work with PERS to determine whether or not PERS will allow a contract amendment per Section 20516 to allow an**

employee contribution in the amount of 9% of the employee's current base salary (employee contribution) and other compensation as qualified by PERS towards the employer's share of cost for PERS pension on a pre-tax basis. If PERS determines that the maximum contribution through PERS Section 20516 amendment is less that the 9% and/or some or all of the contributions sunset at a specific time in the future, the parties agree that the City shall deduct the percentage up to 9% not covered by the PERS amendment process through a payroll deduction. Additionally, in the event the City reaches agreement with the SPOA for SPOA members to pay 9% of the employer's contribution through a PERS **section 20516** contract amendment, the parties agree that SPMA would be subject to that amendment **as well, consistent with PERS requirements.**

[MODIFICATION FROM 2010 SIDE LETTER: P.E.R.S. CONTRIBUTION.]

(c) Employer Paid Member Contribution Converted to Payrate during the Final Compensation Period. The City will **make application to** ~~provide~~ P.E.R.S. **to provide** California Government Code section ~~20615.5~~ **20692** (Employer Paid Member Contributions Converted to Payrate during the Final Compensation Period) as **an additional** ~~added~~ P.E.R.S. benefit~~s~~**, to be effective upon adoption by the Stockton City Council and the P.E.R.S. Administration Board**. At the beginning of employee's last year of employment, the employee will pay their employees' nine percent (9%) benefit cost through an automatic payroll deduction. The City will increase the base salary for those employees by the same nine percent (9%) for the last twelve months of employment. **The** Internal Revenue Service (IRS) Code 414H(2), **whereby employee contributions shall be tax deferred (not subject to taxation until time of constructive receipt)** will be concurrently implemented with P.E.R.S. California Government Code section ~~20615.5~~ **20692**.

(d) Military Service Credit. The City will provide military service credit pursuant to the provisions of California Government Code section **21024, formerly Section** 20930.3 at the employee's expense.

(e) Credit for Unused Sick Leave. The City will provide P.E.R.S. California Government Code section 20965 (Credit for Unused Sick Leave) as added P.E.R.S. benefits.

(f) Fourth Level of 1959 Survivor Benefits. The City ~~will~~ provide**s** P.E.R.S.

California Government Code section ~~21382.5~~ **21574** (Fourth Level of 1959 Survivor Benefits) as **an additional retirement benefit, to be effective upon adoption by the Stockton City Council and the** added P.E.R.S. **Administrative Board** ~~benefits~~.

(g) Service Retirement Plan Formula **for Employees Hired on or before July 1, 2012.** The City's service retirement contract with P.E.R.S. for safety members **of this unit hired on or before July 1, 2012** ~~represented by this bargaining unit~~ shall be 3% at Age 50.

(h) Pension Reform. When SPOA becomes subject to a second tier retirement formula, this unit will adopt the change and new employees moving into this unit shall be at the new tier.

(i) Service Retirement Plan Formula for Unit Employees Hired on or after July 1, 2012. The City will contract with PERS to provide a new second tier retirement program of 3% at 55 with three year average salary formula and no other additional PERS enhanced benefits except for those statutorily required for employees hired on or after July 1, 2012 or as soon as administratively possible. Effective July 1, 2012, all employees shall pay 9% of the employees' current base salary towards the employee's contribution towards PERS and any other compensation as qualified by state law towards PERS retirement benefits through a payroll deduction.

13.2 Uniform Allowance

~~Effective July 1, 2010~~, **Effective July 1, 2012,** employees in this unit shall receive as annual compensation, a uniform allowance in the amount of ~~one thousand five hundred dollars ($1,500.00)~~ **nine hundred fifty dollars ($950.00)**~~. per year for the term of the contract.~~.

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

13.3 No Deferred Compensation

Effective July 1, 2010, the City's contribution into Deferred Compensation **was** ~~will be~~ converted to salary. Employees will no longer receive a deferred compensation benefit.

13.4 Mileage Reimbursement for Private Vehicle Use

For authorized use of a private vehicle an employee in this unit will be reimbursed for actual mileage at the current rate established for other employees.

13.5 Police Vehicles

Members of SPMA shall be assigned a police vehicle due to the need for emergency response and command status at all time. This vehicle shall be taken home at night, with the manager maintaining radio contact and monitoring radio traffic until parked. The take-home radius shall be the same distance as the alternative work site radius (sixty miles for out-of-town training) measured from the central point of the City.

13.6 Communication Devices

Members of SPMA shall be provided a communication device that will work as a cell phone, connect to the internet, and have the ability for two-way and group electronic communication with other police management, the communication center, and other emergency management personnel throughout the City in an appropriately encrypted manner.

13.7 Certificate Incentive Pay

(a) The City shall pay six percent (6.0%) of the top step in rank for employees who attain a P.O.S.T. Supervisory Certificate.

(b) The City shall pay an additional three percent (3.0%) for a total of nine percent (9.0%) of top salary step in rank for employees who attain a P.O.S.T. Management Certificate or higher, upon completion of two (2) continuous years of service in rank and upon completion of management course.

~~**13.8 Educational Incentive Pay**~~

~~Effective August 1, 2011, Education Incentive Pay shall be eliminated. From August 1, 2011 through the June 30, 2012, those members who were receiving~~

~~Education Incentive Pay as of July 31, 2011 shall be grandfathered, and during this transition period all unit members shall make a pre-tax in-lieu contribution of $481.00 per month towards the cost of their monthly premium for medical/dental/vision plan coverage. This pre-tax in-lieu contribution shall be in addition to any employee payment required by section 14.1, and the city contribution to the employee's medical/dental/vision plan shall be reduced by the $481.00 per month during this period.~~

[MODIFICATION FROM SIDE LETTER 2011 RE: REGARDING CONCESSIONS]

~~An employee with degrees/diplomas above and beyond that is required of their position shall be provided three percent (3%) of the top step of rank. 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 that matches his/her diplomas/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.~~

~~For employees in a classification requiring a Master degree, those employees who possess double Masters will be eligible for three percent (3%) education incentive pay.~~

13.9 Longevity Increment Pay for Grandfathered Employees Only

1. Effective July 1, 2012 t~~T~~he longevity increment shall be effective the first pay period following the anniversary date of hire of the employee as follows:

(a) The City shall pay ~~four~~ **two** percent (4**2**.0%) of top salary step in rank for longevity pay, upon completion of twelve (12) years of continuous service as a public safety member of the Stockton Police Department.

(b) The City shall pay an additional ~~two~~ **one** percent (~~2~~**1**.0%) for a total of ~~six~~ **three** percent (~~6~~**3**.0%), upon completion of eighteen (18) years of continuous service as a public safety member of the Stockton Police Department.

(c) The City shall pay an additional ~~two~~ **one** percent (~~2~~**1**.0%) for a total of ~~eight~~ **four** percent (~~8~~**4**.0%), upon completion of twenty-four (24) years

of continuous service as a public safety member of the Stockton Police Department.

(d) ~~Effective July 1, 2008,~~ **T**~~t~~he City shall pay an additional ~~two~~ **one** percent (~~2~~**1**.0%) for a total of ~~ten~~ **five** percent (~~10~~**5**.0%), upon completion of twenty-seven (27) years of continuous service as a public safety member of the Stockton Police Department.

(e) For the limited purpose of defining continuous service under this Section of the Memorandum of Understanding, continuous service shall include leaves without pay for less than one (1) year as long as the public safety officer did not withdraw his or her contribution from P.E.R.S.

2. Effective June 30, 2013 Longevity Increment Pay shall be eliminated for all employees in this unit. Section 13.9 in its entirety shall be eliminated and inoperative.

SECTION 14. INSURANCE PLANS

14.1 ~~Health and Welfare Benefits~~ Health Insurance And Related Benefits

(a) Health and Welfare Benefits. ~~The City will provide for hospitalization, medical, dental, orthodontic, prescription and vision benefits. The medical plan is the City's modified benefits plan, effective January 1, 1993.~~ Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in the City's Modified Plan or any other plan that the City shall offer to regular employees. **Each plan shall offer an Employee only, Employee plus One and Employee plus two or more dependents coverage. The City shall offer two or more medical plans to regular employees.** For the modifications to the City's Modified Plan which are effective September 1, 2011, the revised annual deductible shall be effective on January 1, 2012.

(b) Eligibility. Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. **An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).**

(c) Employee Medical Insurance Contribution. ~~The employee shall share costs with the City on a medical plan that has 80/20 as the base formula, with the employee responsible for the 20% of the monthly tiered rate, applicable to the individual employee (employee, employee plus one, or family), based upon annual rates set by the City's actuary. The City will keep SPMA informed as to changes to actuarial methods employed by its actuary which materially affects the rates, and permit the opportunity for SPMA to discuss such changes.~~ Effective September 1, 2011:

(1) The City shall contribute up to $481.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision

plan coverage.

(2) The City shall contribute up to $875.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

(3) The City shall contribute up to $1165.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

(4) These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical/vision/dental to be pre-tax premium conversion.

[MODIFICATION FROM SIDE LETTER 2011 RE: REGARDING CONCESSIONS]

~~SPMA agrees to implement the plan design changes as recommended by the Health Advisory Committee as of May 10, 2010 (prescription co-pays). SPMA will meet and confer with the City mid-term regarding further plan changes.~~

~~(c) Orthodontic: *The orthodontic benefits coverage will have a TWO THOUSAND DOLLAR ($2,000.00 maximum).*~~

(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical/vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

(e) The City will keep SPMA informed as to changes to actuarial methods employed by its actuary which materially affect the rates, and permit the opportunity for SPMA to discuss such changes. ~~SPMA agrees to implement the plan design changes as recommended by the Health Advisory Committee as of May 10, 2010 (prescription co-pays).~~ SPMA will meet and confer with the City

mid-term regarding further plan changes. **Plan design changes to the City's Modified Plan for employees are effective September 1, 2011.**

~~(f) The orthodontic benefits coverage will have a TWO THOUSAND DOLLAR ($2,000.00 maximum).~~

[MODIFICATION FROM SIDE LETTER 2011 RE: REGARDING CONCESSIONS EXCEPT FOR STRIKE IN F.]

14.2 Life Insurance

Each employee in this unit will receive group life insurance coverage paid for by the City of Stockton equal to ~~their annual salary rounded to the nearest one thousand dollars~~ **a value of $50,000.**

~~Each employee in this unit will receive group life insurance coverage at one and one-half (1-1/2) times their annual salary.~~

14.3 Long Term Disability Insurance

Each employee in this unit will receive long term disability insurance coverage. Essentially, this is an income protection plan which provides disability income for management including:

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

(b) A ~~30~~ **90**-day waiting period before eligibility for benefit.

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

14.4 Retirement Medical Allowance

(a) Eligibility. ~~For unit members hired prior to July 1, 2007, the City shall pay a premium for the purpose of providing hospital-medical benefits for each City employee who has retired. Such coverage shall include one (1) dependent. This benefit pertains to retirees and one (1) dependent that have retired subsequent to April 16, 1978.~~

An eligible retiree and eligible dependent may be enrolled in a City

offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan). The City does not provide any retiree medical program, allowance or City contribution for employees hired on or after July 1, 2011.

(b) City Contribution for the Period of July 1, 2012 – June 30, 2013.

Effective July 1, 2012, for employees hired on or before June 30, 2011, at retirement only, the City shall provide to employees retiring from the City the following contribution towards the costs of retiree medical insurance for the period of July 1, 2012 – June 30, 2013.

1. Employees retiring with over 10 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $150 a month towards the cost of retiree medical insurance.

2. Employees retiring with over 20 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $300 a month towards the cost of retiree medical insurance.

3. Employees retiring with over 30 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $450 a month towards the cost of retiree medical insurance.

4. Employees with less than 10 years of service for the City shall not be eligibility for a city contribution towards retiree medical and may not be enrolled in the City sponsored plans.

5. Benefits for part time employees who retire are prorated based on their full time equivalent.

6. **The City contributions shall end with the death of the retiree and no survivor benefits are provided.**

7. **Retirees who are enrolled in city-sponsored plans may enroll their eligible dependents at their own expense.**

(c) **Elimination of Retiree Medical Program effective June 30, 2013**

Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retiree. Retirees shall not be eligible to participate in the City's medical plans.

~~For unit members hired prior to July 1, 2007, the City shall pay a premium for the purpose of providing hospital-medical and prescription benefits for each employee who has retired. Such coverage shall include one dependent and include the following~~

~~(1) Normal Service Retirement. Eligibility for the allowance provided by this section is limited to employees who have retired subsequent to October 1, 1980, and who have retired at age fifty (50) or later. Such allowance shall terminate at age sixty-five (65) or at the age when eligible for Medicare, whichever occurs later.~~

~~(2) Disability Retirement. Eligibility for the allowance provided by this section is limited to employees who have retired subsequent to October 1, 1980, and such allowance shall be limited to a maximum of fifteen (15) years or the attainment of age sixty-five (65), whichever occurs first.~~

~~(3) Prescription Coverage. Prescription coverage will be provided for retirees and one (1) dependent.~~

~~(4) Medical Plan. The medical plan for employees retiring shall be the City's Modified medical benefits Plan.~~

~~(c) For unit members hired prior to July 1, 2007, any and all subsequent increased premium costs required to maintain the benefits provided in this Section shall be the responsibility of the retiree and said increased costs shall be~~

~~charged to the retiree as may be necessary for the months subsequent to June 30, 2012, unless otherwise agreed to by the parties hereto.~~

~~(d) (e) Supplemental Retiree Medical Insurance Allowance and Coordination with Medicare after Age 65. For unit members hired prior to July 1, 2007, an employee retiring on or after July 1, 2006, and eligible for retiree medical insurance allowance as provided in this section, shall continue to be eligible to participate in the City's for retired employee and one (1) eligible dependent when both persons reach age sixty-five (65) or at the age when eligible for Medicare, whichever occurs later. The City's retiree medical insurance plan shall be supplemental and secondary to Medicare medical coverage or any other medical benefit coverage available to the retired employee and eligible dependent.~~

~~(e) Medicare Supplemental Coverage Requirements only. For unit members hired prior to July 1, 2007 each retired employee and each spouse are required by the City to apply for Medicare Part A and Part B coverage and to accept Medicare coverage if eligible, upon reaching age sixty five (65) or the age of eligibility for Medicare, whichever occurs later. Those retiring after July 1, 2006, who must pay a premium to Medicare in order to obtain Part A coverage, will be reimbursed by the City for their Medicare Part A premium. The City's medical coverage shall continue on a coordinated basis with the City as a secondary payer after Medicare pays as the primary provider.~~

~~There may be occasions when paying the premium cost for Medicare Part A may not be in the City's best interest or the retiree may not be eligible. If such circumstances exist, the City's supplemental medical plan would then be the primary coverage plan.~~

~~The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City's as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse.~~

~~(f) Unit members hired on or after July 1, 2007 will not be eligible for either the regular Retirement Benefit Allowance (to age 65) or the Supplemental Allowance (after age 65) as set forth above in section 14.(a) through 14.4(e).~~

~~14.5~~ ~~Retiree Medical Trust.~~

~~The City established the Stockton Regional Retiree Medical Trust (Trust) as outlined in the September 10, 2007 Side-Letter of Agreement between the City and the Stockton Police Officers' Association. SPMA will continue discussions with the City pertaining to the future funding rates for the Trust. The guidelines regarding establishment of the trust, Tax issues, required contributions, distributions, non-vesting, and trust structure and governance are set forth in a Side Letter of Agreement in this MOU. Effective July 1, 2011, all City and employee contributions to the Trust as outlined in the Side Letter of Agreement shall be eliminated. The City and SPMA shall continue to meet and confer regarding the status os the current balances in the Trust and whether there are alternatives to the Trust. SPMA will continue discussions with the City pertaining to the future funding and rates for the Trust. These discussions will honor the original intent of the development of the Trust, however take into account the need to create a formula that is financially sustainable for the City and the employees.~~

[MODIFICATION FROM SIDE LETTER 2011 RE: REGARDING CONCESSIONS.]

14.5 Alternative Retirement Medical Plans

The parties have negotiated that employees may choose to enroll in one or more additional health plans instead of the City Modified Plan (including but not limited to Kaiser Sr. Advantage).

This language sets forth the conditions in which current employees, when they retire from the City and otherwise qualify for a retiree medical benefit from the City as stated in Sections 14.2 and 14.4 of this MOU, may also choose to enroll in City sponsored alternative plans in the same manner as when they were employees, as well as retiree only medical plans. The following conditions shall apply:

(a) If an employee is in a City sponsored alternative plan at the time of retirement, the employee shall be allowed to continue in that Plan. Employees in the union sponsored plans authorized by the City at the time of retirement shall be allowed to continue in that Plan. (Operating Engineers units). Employees not in an alternative Plan at the time of retirement shall not be allowed to enroll in any alternative

plan except that; any retiree may voluntarily enroll in a City sponsored retiree only Plan.

A retiree may only enroll in alternative plans other than the City Modified Plan when:

(a) The retiree selecting plans other than the City's Modified Plan must agree that the City's financial contribution to a premium payment for any other Plan shall not exceed the current contribution amount the City would pay if the retiree is enrolled in the City Modified Plan, and

(b) The individual retirees will be required to sign a form that indicates their agreement with these conditions.

The City reserves the right to eliminate these additional plans and the choice of multiple plans is not a vested right. Like the City Modified Plan, the City reserves the right to make plan design changes as necessary in these Alternative Plans.

14.6 Medicare Supplemental Coverage Requirements only for Employees hired on or before June 30, 2011

The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City's modified medical plan which includes medical design changes effective September 1, 2011 as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse.

Under the federal Health Care Reform Plan, sponsors may modify the medical benefits provided to retirees only. The City will modify its retiree health care plan to reflect the following:

(a) Return Plan benefits for Acupuncture to 12 visits per year (instead of unlimited) and returns the payment percentage paid to 60% (instead of 80%);
(b) Return Plan benefits for Alcohol and Drug Treatment admissions to 30 days and 3 lifetime admissions (instead of unlimited);
(c) Return Plan benefits for Outpatient Mental Health or Nervous

Disorder services to 15 visit maximum (instead of unlimited);

(d) Change Plan benefits for Preventative care and wellness to 80% instead of current 100%;

(e) Return Plan benefits on the lifetime cap on plan benefits to $2.5 million (instead of unlimited);

(f) Return Plan benefits on the maximum age of dependent children to be enrolled in the Plan to age 19 unmarried, and not serving in the armed forces to 23 if attending school full time and qualifies as a dependent for federal income tax purposes.(instead of age 26);

(g) Change Plan benefits for Emergency room benefits.

SECTION 15. SALARY PLAN

15.1 Salary

During the term of this agreement there shall be no salary increases. Effective July 1, 2012, salaries for classifications in this unit shall be as attached in Appendix A.

15.~~1~~2 Salary Ranges

The salary range/pay grade for all employees in the aforementioned representation unit will be as set forth in Appendix "A," which is attached hereto and made a part hereof and represents the standard rate of pay for full-time employment, unless the schedule specifically indicates otherwise.

15.~~2~~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 only when in the judgement of the City Manager, such a conversion is advisable. 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 in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

15.~~3~~4 Salary Step After Military Leave

All employees who have been granted military leave, upon their return to the City service, are entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

15.4~~5~~ 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 by the City Manager.

15.~~5~~6 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5%) above the rate the employee has been receiving, except that the next step shall not exceed the maximum salary of the higher rank. 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 rank to which demoted.

15.~~6~~7 Salary on Reinstatement

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

15.~~7~~8 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 in a step of the higher classification which would have been received if the employee had been promoted into that classification.

15.~~8~~9 Special Assignment Pay

The City Manager may approve additional compensation in an amount up to but not to exceed ninety percent (90%) of the department director's salary when an employee is assigned, in writing, by the department director and with the approval of the City Manager, to perform additional duties and responsibilities for the duration of the special assignment.

15.~~9~~10 Compensation Review

~~Should the salary survey found in section 15.10 Market Salary Survey of the Stockton Police Officers' Association (SPOA) Memorandum of Understanding result in a change to the overall compensation relationship between the Stockton Police Management Association (SPMA) rank of Lieutenant and the SPOA rank~~

~~of Sergeant, the City will adjust the total compensation of SPMA members so the job classes do not fall below a disparity level of~~ no less than ten percent (10%) ~~of subordinate classes. The adjustment will occur on the same date that the SPOA adjustment becomes effective.~~

~~For the term of the MOU, should there be a change in the overall compensation relationship between the SPMA rank of Lieutenant and the SPOA rank of Sergeant as defined in Section 15.910, the parties shall meet and discuss.~~

[MODIFICATION FROM SIDE LETTER 2011 RE: REGARDING CONCESSIONS.]

SECTION 16. SEPARABILITY OF PROVISIONS

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

SECTION 17. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

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

SECTION 18. SCOPE OF AGREEMENT

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

SECTION 19. DURATION OF AGREEMENT

This Memorandum of Understanding shall be effective July 1, ~~2006~~ **2012**, and shall remain in full force and effect to and including the 30th day of June 2010 **2013**., ~~and shall continue thereafter from year to year unless at least sixty (60) days prior to the expiration date of June 30, 2010, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.~~

SECTION 20. MAINTENANCE OF OPERATIONS

(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 12:01 a.m. of July 1, 2006, through~~

~~and inclusive of June 30, 2010, the Association or any person acting in its behalf, or each employee in a classification represented by the Association shall~~ **to** not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours and other terms and conditions of employment.

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

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

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

~~APPENDIX "A"~~

~~Job Classifications~~			
~~Position Title~~	**~~Position No.~~**	**~~Unit~~**	**~~Grade~~**
~~Police Captain~~	~~07110~~	~~MP~~	~~07B~~
~~Police Lieutenant~~	~~07190~~	~~MP~~	~~07C~~

~~SALARY ADJUSTMENTS FROM JULY 1, 2005 THROUGH DECEMBER 31, 2005~~

~~The City shall provide a salary adjustment to the rates of pay for all classifications in the aforementioned representation unit in the amount of five percent (5.0%) for the period of July 1, 2005 through December 31, 2005.~~

~~SALARY ADJUSTMENTS FOR FISCAL YEARS 2007, 2008, AND 2009~~

~~Effective July 1, 2007, July 1, 2008, and July 1, 2009, the Salary Schedule shall provide salary rates according to the following formula:~~

~~Salary adjustments effective July 1, 2007, July 1, 2008 or Market Salary Survey in reference to section 15.10 of Stockton Police Officers' Association ("SPOA") Memorandum of Understanding, whichever is greater, and July 1, 2009, shall be equal to the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W) for the 12-month period preceding the May Index of each fiscal year. The salary adjustments shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6.0%). (For example, CPI-W of nine percent (9.0%) would result in a six percent (6.0%) adjustment, and a CPI-W of two percent (2.0%) would result in a two and one-half (2.5%) adjustment.)~~

MEMORANDUM OF UNDERSTANDING

CITY OF STOCKTON
STOCKTON POLICE OFFICERS' ASSOCIATION

TERM OF AGREEMENT
JULY 1, ~~2005~~2012 through JUNE 30, ~~2010~~2013

(As amended by Stockton City Council on ~~July 10, 2007~~)

AB 506 LABOR MEDIATION PROPOSAL

TABLE OF CONTENTS*

* Table of Contents is subject to change once agreement has been finalized.

Section	Section Title	Page
1	Recognition	2
2	Association Security	3-5
3	Compliance with Federal Laws	6
4	Probationary Period	7-8
5	Layoff	9-10
6	Reemployment/Reinstatement	11
7	Discipline	12
8	Grievance Procedures	13-16
9	Leaves	17-23
10	Days and Hours of Work	24
11	Overtime	25-27
12	Holidays	28
13	Compensation and Allowances Other Than Base Salary	29-36
14	Insurance Plans	37-44
15	Salary Plan	45-49
16	Residency	50
17	Severability of Provisions	50
18	Past Practices and Existing Memoranda of Understanding	50
19	Scope of Agreement	50
20	Duration	50
21	Maintenance of Operations	51
22	City Rights	52
23	Conclusiveness	53

AB 506 LABOR MEDIATION PROPOSAL

PREAMBLE

The Stockton Police Officers' Association and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit identified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of employees in the Police Unit.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias Brown Act (Government Code Sections 3500-3511) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the recommendations of the undersigned for salary and employee benefit adjustments for the period commencing ~~July 1, 2005~~ **July 1, 2012** through ~~June 30, 2010~~ **June 30, 2013**.

AB 506 LABOR MEDIATION PROPOSAL

SECTION 1. RECOGNITION

1.1 City Recognition

The City Manager or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereinafter referred to as the "City" in employer-employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.

1.2 Association Recognition

The Stockton Police Officers' Association, hereinafter referred to as the "Association" is the recognized employee organization for the Police Officers' Unit, certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.

AB 506 LABOR MEDIATION PROPOSAL

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.

Payroll deductions shall be for a specified amount and consistent for all employee members of the Association, and shall not include fines, fees and/or assessments.

Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City. The payroll deduction authorization shall remain in effect until canceled 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, deductions authorized and sponsored by the Association. Such deductions shall be made from either or both of the semi-monthly paychecks 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. Such deductions shall be payable to the Association who is responsible for distribution to sponsored programs. 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 the period. In the case of an employee who is in a non-pay status during a part of the period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the employee organization deduction.

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

2.2 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 his**/her** designated representative when contacting department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Association business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with ~~individual department heads~~ **the Police Chief** and when made shall continue until revoked by the **Chief** ~~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.

2.3 Attendance at Meetings by Employees/~~Release Time Bank~~/Association Release Time

(a) ~~Attendance at Meetings by Employees~~ **Release Time Related to Meet and Confer.** City employees who are official representatives ~~or unit representatives~~ of the Association shall be given reasonable time off with pay**, in accordance with MMBA,** to attend meetings with City management representatives~~, or be present at City hearings~~ where matters within the scope of representation or grievances **related to this unit** are being considered.

The use of ~~official~~ **release** time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall submit a request for excused absence to their department head, in a manner satisfactory prior to the scheduled meeting whenever possible. The number of employees excused for **release time related to meeting with City management on**

meet and confer and grievance matters ~~such purposes~~ shall not exceed ~~five (5)~~ **three (3), except by mutual agreement.**

~~(b) Release Time Bank. For release time not covered under Section 2.3 (a), employees may voluntarily donate any or all of their compensatory time balance to an hours-bank reserved for use by Association elected officers, board members, and/or designated Association members for release time. Release time must be approved, in advance, by the employee's supervisor, but charged to the hour's bank than the employee's leave balance.~~

~~(c) Indemnity. 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 the release time bank.~~

~~(d) Association Release Time. The City shall allocate to the Association a minimum of four hundred (400) hours each year for the purpose of disbursing release time to official representatives or unit representatives of the Association to attend Association business not normally covered under this section, such as seminars, conferences, and training. The Association shall manage and monitor the distribution of Association Release Time, which is not to exceed a total of four hundred (400) hours each year.~~

~~The Association shall notify the City, in writing, the specific purpose of Association Release Time for official representatives or unit representatives and the hours of annual leave expended. The release time must be approved in advance.~~

~~The Association shall submit a cashier check to the City in the amount equal to the Association representative's hourly rate of pay, multiplied by the annual leave hours expended for Association business. The City, upon receipt of cashier check, shall reimburse the Association representative's annual leave balance expended for Association business in the form of hours.~~

SECTION 3. COMPLIANCE WITH LOCAL, STATE & FEDERAL LAWS

3.1 ~~The City and the Association agree that there shall be no discrimination of any kind because of race, creed, color, religion, national origin, sex, 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 City and the Association agree that there shall be no discrimination of any kind against any employee or applicant for employment because of age (over 40), race, color, religion, national origin (ancestry), veterans status, physical or mental disability, marital status, sexual orientation, sex (sexual, gender based, pregnancy/childbirth), political affiliation, legitimate Association activity, or any other protected trait as determined by federal, state and/or local law.

3.2 The Association shall cooperate with the City in the objectives of **Equal Employment Opportunities** ~~Affirmative Action~~ as required by law.

3.3 Fair Labor Standards Act. The Association shall cooperate with the City in the objectives of the Fair Labor Standards Act.

SECTION 4. PROBATIONARY PERIOD

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 his**/her** position, and for eliminating any probationary employee whose performance does not meet the required standards of work.

4.2 Original Entrance Positions

The City agrees that it shall adhere to all applicable City Ordinances, State and Federal laws relating to the employment of Police Officers, including standards established by the Peace Officers' Standards and Training Division of the California Department of Justice.

All original entrance positions shall be tentative and subject to a probationary period of eighteen (18) months. The probationary period for entrance positions shall not be extended.

4.3 Promotional Positions

All promotional police appointments shall be ~~tentative and~~ subject to a probationary period of twelve (12) months. The probationary period for police promotional positions shall not be extended.

4.4 Retention/Rejection of Probationer

The Director of Human Resources shall notify the appointing authority at least four (4) weeks prior to the termination of any probationary period. At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee in the service is desired.

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 he**/she** was promoted unless charges are filed and he**/she** is discharged in the manner provided in the City Charter Article XXXII Section 9, Civil Service Ordinance and Civil Service Rules.

4.5 Probationer Advanced To Higher Rank

Any promotional probationary police employee who is advanced to a higher classification or is appointed to the rank of Chief of Police or Deputy Chief of Police shall receive credit towards his promotional probationary period for the lower rank while serving in the higher probationary or appointive rank.

4.6 Promotional Hiring

Promotional hiring lists shall be in accordance with the rule of ten (10) eligible candidates per list.

SECTION 5. LAYOFF

5.1 Layoff

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

5.2 Layoff Scope

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

(b) The departments of the City are defined as follows:

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

5.3 Notice of Layoff

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

5.4 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 service in that class, except as specified above. For the purpose of this procedure, part-time classes shall be considered as separate from regular full-time classes.

The following provisions shall apply in computing total continuous 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 order of seniority shall be determined by the employees' examination results and ranking on the same eligibility list upon which the employees' were subsequently hired.** ~~most recent performance evaluation shall determine seniority.~~

5.5 Employee Options

Employees laid off shall have any of the following choices:

(a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least seniority in that classification. 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 seniority in that classification. The voluntary demotee's seniority in the classification to which demoted shall be determined by the demotee's dates of hire in the lower classification.

SECTION 6. REEMPLOYMENT/REINSTATEMENT

6.1 Reemployment

When an employee in the classified service who has been performing his duties in a satisfactory manner, as shown by the records of the department in which he has been employed, is laid off because of lack of funds or abolition of his**/her** position or has been on authorized leave of absence and is ready to report for duty when a position is open, the Commission shall cause the name of such employee to be placed on reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur. **An employee who waives reemployment shall have his/her name removed from the reemployment list, unless mutually agreed to by the Department and employee.**

The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means "last-laid off, first rehired".

In filling vacancies, eligibles on the reemployment lists take precedence over eligibles on any other list for the same rank in the department for which the lists apply.

6.2 Reinstatement on a Reemployment List

A permanent employee who has resigned in good standing may, with the recommendation of the **Police C**~~c~~hief ~~of his department~~, the City Manager, and the ~~consent~~ **approval** of the Civil Service Commission, be restored to a reemployment list of the same class**ification upon as held upon resignation** ~~as his/her previous position~~ within a period of one (1) year from the effective date of his**/her** resignation.

SECTION 7. DISCIPLINE

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

The appointing authority may discharge, suspend 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 file an appeal to the Civil Service Commission. The employee may take any one (1) of the following actions:

(a) File no appeal.

(b) File an appeal with the Civil Service Commission within ten (10) business days of written notification of the action. (Such filing will foreclose use of the grievance procedure.)

(c) File a grievance as provided for in Section 8 within ten (10) business days of written notification of the action, or fourteen (14) business days following the mailing of a written notice by first class mail to the employee's address contained in his/her official personnel records.

For purposes of this subsection "business day" means a day on which the Human Resources Department is open for business to the public.

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

SECTION 8. GRIEVANCE PROCEDURES

8.1 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 and regulations 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.

8.2 Filing Deadline

No grievance involving demotion, suspension, discharge or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the date of receipt of written notification of such action, or within fourteen (14) business days following mailing of written notification by first class mail to the employee's address contained in his/her official personnel records.

For purposes of this subsection, "business day" shall mean a day on which the Human Resources Department is open for business to the public.

8.3 Grievance Processing

(a) Step 1 - Departmental Review. Any employee who believes that he**/she** has a grievance may discuss his complaint with such management official in the department in which he**/she** works as the department head may designate. If the issue is not resolved within the department within seven (7) business days from the day of presentation, or if the employee elects to submit his**/her** grievance directly to the Association recognized as the representative of his**/her** classification, the procedures hereinafter specified may be invoked.

(b) Step 2 - Director of Human Resources Review. Any employee or any official of the Association may notify the Director of Human Resources in writing that a grievance exists stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have fourteen (14) business days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two paragraphs which has not first been filed and investigated in accordance with this paragraph except for the resolution of compensation complaints.

(c) Step 3 - City Manager Review. Any grievance which has not been resolved by the procedures hereinabove set forth may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the complaint to meet with the complainant and, if the complainant is not the Association, to meet also with the officials of the Association and to settle the grievance or to make recommendations to the City Manager.

Failure to complete this step within sixty (60) business days shall result in the grievance automatically proceeding to step four (4) of the grievance procedure.

~~(d) Step 4 - Adjustment Board. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of three (3) Association representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Association and three (3) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process~~.

~~(e)~~ **(d)** Step ~~5~~ **4** - Arbitration. ~~If an Adjustment Board is unable to arrive at a majority decision,~~ **E**~~e~~either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager. 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.

~~(f)~~ **(e)** Effect of Decision. The decision of ~~Adjustment Boards and~~ the arbitrator on matters properly before ~~them~~ **him/her** shall be final and binding on the parties hereto except as provided otherwise herein.

8.4 Scope of Arbitration

No ~~Adjustment Board and 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 8.1.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. ~~Neither any Adjustment Board nor any~~ **No** arbitrator selected pursuant to this Section shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

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

8.5 Other Provisions

If the Director of Human Resources in pursuance of the procedures outlined above, or the City Manager in pursuance of the provisions outlined above resolve a grievance which involves suspension or discharge, they 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 judgment for the judgment of management and if he finds that the City had such right, he may not order reinstatement and may not assess any penalty upon the City.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints which allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding 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.

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 paragraph (d) ~~or (e)~~ of subsection 8.3 above shall be taken unless it is determined that the employee is not availing himself**/herself** of such option.

No action under paragraph (d) ~~or (e)~~ of subsection 8.3 above 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 ~~Adjustment Board or~~ arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

SECTION 9. LEAVES

9.1 Sick Leave

(a) Accrual. All regular employees, except provisional, temporary, and part-time employees, shall accrue sick leave at the rate of ~~ten (10)~~ **eight (8)** hours for each full month of service. All regular employees, except provisional, temporary and part-time employees, working 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 sick leave hours accrued.

An employee may use sick leave for preventive medical, dental, optical care, illness, injury or exposure to contagious disease, which incapacitates him**/her** from performing his**/her** duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

(c) Usage for Family. Employees may utilize **fifty percent (50%) of their annual accrued sick leave to attend to** ~~one (1) day of sick leave per month in the~~ case**s** of illness or injury in the employee's immediate family. ~~In addition, employees may utilize up to three (3) consecutive sick leave days once each calendar year for the aforesaid purpose.~~

For the purposes of this section immediate family is defined as the employee's parents, spouse, **registered domestic partner,** child, step child, **legal dependent,** brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandchild.

(d) Procedures for Requesting and Approving Sick Leave. When the requirement for sick leave is known to the employee in advance of his absence, the employee shall request authorization for such sick leave from the department head prior to such absence. In all other instances, the employee shall notify his supervisor as promptly as possible of his absence.

Before an employee may be paid for the use of accrued sick leave, he shall complete and submit to his department head a signed statement, on a prescribed form, stating the dates and hours of absence, the exact

reason, and such other information as is necessary for his request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head.

(e) Doctor's Certificate or Other Proof. ~~If an employee's illness results in an absence from work for more than three (3) consecutive days, then a doctor's certificate or other reasonable proof of illness will be required by the department head.~~

The **Police Chief** ~~department head and~~ **or** the Director of Human Resources ~~may make such sick leave usage reviews and~~ may require **a doctor's certificate or other reasonable proof of illness** ~~such physician's documentation,~~ as **he/she** ~~they~~ deem necessary **in order for an employee to receive an excused absence from work and sick leave pay**. ~~to insure proper use of the sick leave benefit.~~ **The employee shall be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay.**

(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 **for Employees Hired on or before June 30, 2011.** ~~Upon separation with ten (10) years or more of employment, or upon termination 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.~~

Effective February 17, 2012, all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees shall be eligible for CalPERS service credit for unused sick leave at retirement based on

the PERS contract provisions in effect at the time of their hire.

9.2 Military Leave

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

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

In the case of a probationary employee having served his minimum probationary period of eighteen (18) 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 eighteen (18) months, or having served the minimum probationary period of eighteen (18) 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.

9.3 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:

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

(b) Jury duty or witness duty appearances shall be considered in terms of **actual hours spent performing those duties.** ~~"whole days" (8 hours) or "half days" (4 hours) of service.~~ If an employee is not due to appear for jury duty or as a witness until afternoon court session, he**/she** will be expected to work his usual morning schedule. If an employee is required to appear for morning court session and is **released** ~~sent home~~ before noon and not required to return **to court** in the afternoon, he**/she shall** ~~will be expected to~~ work **the remainder of his/her** usual afternoon schedule.

(c) 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 Treasurer 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.

9.4 Bereavement Leave

In the event of a death in the immediate family of an employee, ~~he~~ **the employee** shall, upon request be granted up to three (3) days bereavement leave with pay without charge to his**/her** accumulated sick leave credits or vacation eligibility. The City Manager may grant an additional ~~two (2)~~ **three (3)** 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 Section, the immediate family shall be restricted to the employee's parents, spouse, **registered domestic partner,** child, step child, brother, sister, mother-in-law, father-in-law, 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 accumulated sick leave credits.

9.5 Workers Compensation Leave

a. Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.6 Leave of Absence

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the City of Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification, as the employee held at the time leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the department head under this Section shall be subject to review by the City Manager, whose ruling shall be final.

Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereinafter.

The entitlement to City payment of premiums shall end on the last day of the month in which the employee was paid except that employees on an authorized leave of absence may continue enrollment in the City health insurance plan by prepayment of the monthly premium during the authorized leave of absence.

Authorized absence without pay which exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee is required to be absent from his**/her** position by reason of an injury or disease for which he**/she** is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.7 Leave of Absence Without Pay

(a) Purpose and Length. Only employees occupying regular positions on a permanent basis are eligible for leaves of absence without pay under the provisions of this Section.

An appointing authority may grant a leave of absence without pay for personal reasons up to a maximum of twelve (12) months with approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury which are not job-incurred may be granted for a maximum period of twelve (12) months with approval of the Director of Human Resources. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

Such a leave will be granted only after all accrued sick credits have been used and shall be substantiated by a physician's statement.

(b) Application for and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to his department head and the City Manager describing the reasons for the request and all other information required for the department head, or his representative, to evaluate the request. Leaves without pay may be canceled by the department head at any time.

9.8 Absence Without Leave

(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 canceled by the department head or City Manager

or at the expiration of a leave, shall be considered an absence without leave.

(b) Voluntary Resignation. Any employee of this bargaining unit absent without leave for two (2) or more consecutive days or absent an aggregate of either sixteen (16) hours or twenty (20) hours in any calendar month without a satisfactory explanation shall be deemed to have voluntarily re-signed from the City of Stockton except if the absence is due to a verified illness or injury.

9.9 Vacation Leave

(a) Vacation Allowance. All regular employees, excluding provisional, temporary and part-time employees shall accrue vacation leave with pay **bi-weekly** in accordance with the following schedule ~~(employees shall accrue vacation on a monthly basis)~~:

Less than 1-1/2 years continuous employment ..... 80 hours/year
After 1-1/2 years up to 7 1/2 years ……..~~120~~ **108** hours/year
After 7-1/2 years up to 15 years..... ~~160~~ **144** hours/year
After 15 years up to 25 years..... ~~200~~ **189** hours/year

~~Eight (8)~~ **Seven (7)** additional hours hence for each completed year of service in excess of twenty-five (25) years.

(b) Vacation Accumulation. ~~An employee may be allowed to accumulate up to one hundred twenty (120) hours of vacation accrual in addition to the employee's regular vacation allowance for that calendar year. Whenever an employee's accumulation of vacation hours exceed the maximum vacation carryover provision, the equivalent number of hours that exceed the maximum vacation carryover hours shall be automatically credited to the employee's sick leave accumulation balance at the end of the calendar year. However, an employee may accrue unlimited vacation time in excess of the maximum allowance when such vacation accrues because of remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.~~

Effective July 1, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception.

For employees who on July 1, 2012 have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation to get under the maximum allowed. If an employee does not get below the maximum by June 30, 2013, they shall retain their existing earned vacation, but shall not earn any additional vacation until they are under the maximum vacation accrual allowed.

The maximum number of vacation hours that employees on a 40 hour workweek shall accrue are as follows:

Under 1.5 years	**120 hours**
1.5 – 7.5 years	**240 hours**
7.5 – 15 years	**280 hours**
15 – 25 years	**320 hours**
26 years	**328 hours**
27 years	**336 hours**
28 years	**344 hours**
29 years	**352 hours**
29 plus years	**7 hours each additional year**

(c) Vacation Schedule. The time at which employees shall be granted vacation leave shall be at the discretion of the department head with due regard for the wishes of the employee and needs of the City.

(d) Vacation Allowance for Separated Employees

(1) When an employee is separated from the service **between February 17, 2012 and July 1, 2014**, **the employee's** ~~his~~ remaining vacation allowance, if any, shall be ~~added to his final compensation.~~ **paid as follows**:

a. Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated vacation hours.

b. On the one year anniversary of employee's separation, he/shall shall receive the second payment of one third (1/3) or $10,000, whichever is greater of the balance of his/her unused accumulated vacation hours.

c. On the second year anniversary of employee's separation he/she shall receive payment for the balance of the unpaid accumulated vacation hours.

d. Employees who are involuntarily separated shall have their remaining vacation allowance, if any, added to his/her final compensation.

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

(e) Vacation **Sellback** ~~Cash Payment Option~~. An **employee on a forty (40) hour workweek may sell back** ~~elect to receive cash payment for up to~~ a maximum of forty (40) hours of his/her **unused** accumulated vacation balance after the use of a scheduled vacation of forty (40) consecutive hours or more. This option may be exercised once per calendar year**, except during furlough or fiscal emergency periods.**

AB 506 LABOR MEDIATION PROPOSAL

SECTION 10. DAYS AND HOURS OF WORK

10.1 Regular Workweek

The normal workweek for Police Unit employees shall consist of five (5) eight (8) hour days or a minimum total of forty (40) hours. Where operational requirements of a department require deviations from the present schedule, the **Police Chief and/or** City Manager may institute alternate work schedules, consistent with provisions of the State Law.

10.2 Regular Workweek for Patrol

The work schedule for patrol is the current 4/10 work schedule. The Chief of Police **and/or City Manager** may **institute alternate work schedules consistent with provisions of the state law.** ~~change the start/finish time of a shift after providing written notification.~~

10.3 Meal Periods

Phase shift employees normally receive a one-half (1/2) hour meal with pay each day.

Other Police Unit employees will normally receive a one (1) hour meal period without pay.

10.4 Work Furloughs

(a) 48 Furlough Hours. Effective the pay period that includes July 1, 2012 through June 30, 2014, each employee shall take forty eight (48) unpaid furlough hours each fiscal year for a total of 96 hours (96) in accordance with (c) and (d) of this section. Effective July 1, 2014 furloughs shall be eliminated and this section 10.4 in its entirety shall be eliminated and inoperable.

(b) Equalized Payroll Deductions. For fiscal year 2012 – 2013 and fiscal year 2013 – 2014 payroll deductions for the forty eight (48) furlough hours described in section 10.4, paragraph (a) herein above shall be equalized so that each bargaining unit employee shall have two (2) hours (2.31%) at the employee's regular hourly rate of pay deducted from each of the twenty-four (24) pay warrants in each fiscal year.

(c) Furlough Bank. Forty eight (48) furlough hours in fiscal year 2012 – 2013 and again in fiscal year 2013 -2014 will be placed in a furlough bank. The furlough bank may be carried over from one fiscal year to the next. There shall be no cash value provided for any furlough

hours.

(d) Use of Furlough Hours. All furlough leave shall be scheduled in advance with the employee's supervisor. Furlough hours must be scheduled and used prior to the date of separation.

(e) Separation from City Service before June 30, 2013. Any employee who separates from City service before the final four (4) hour furlough deduction on July 7, 2013 for the pay period ending June 30, 2013, and after having used furlough hours, shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee's pay warrants multiplied by the employee's regular hourly rate of pay. Conversely, any employee who separates from City service before June 30, 2013, having suffered furlough deductions in excess of the actual number of furlough hours the employee has used, shall have his or her final compensation credited by like amount.

SECTION 11. OVERTIME

11.1 Authorization

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

11.2 Compensation

The following provisions pertaining to authorized **statutorily required** overtime work shall apply to **non FLSA exempt** ~~those~~ employees whose normal work period is eight (8) hours per day and forty (40) hours per week**, or (10) hours per day and forty (40) hours per week:**

(a) **Statutory overtime shall be paid on actual t**~~T~~ime worked in excess of forty (40) hours in any workweek**. Such overtime** 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.

11.3 Court Appearance Pay While in Off Duty Status

(a) An employee required by proper authority to appear in court during off-duty hours shall receive ~~a minimum~~ compensation of three (3) hours at time and one-half (1-1/2) or actual time worked at **the appropriate rate,** ~~time and one-half (1-1/2),~~ whichever is greater.

~~In the event such employee is required by proper authority to return to court during off-duty hours on the same day, such employee shall be compensated for a minimum of three (3) hours at time and one-half (1-1/2) or actual time worked at time and one-half (1-1/2), whichever is greater.~~

~~If court appearance is made in the morning and afternoon session on the same day, such employee shall be compensated for a minimum of, in addition to the above, one (1) hour at time and one-half (1-1/2).~~

(b) Voluntary Court Standby

Police Unit employees who voluntarily place themselves on standby for court appearance while off duty shall receive one (1) hour of pay

at the regular rate for the four (4) hours of standby for the a.m. and, if required to remain on standby, one (1) additional hour at the regular rate of pay for the additional four (4) hours of standby for the p.m.

11.4 Call-Back Policy

When an employee is called back to work from an off-duty status, the employee shall be compensated for a minimum of **2 hours and one-half hours (2.5)** ~~three (3) hours~~ at time and one-half (1-1/2) or actual time worked at time and one-half (1-1/2**), if eligible for overtime as defined in Section 11.2, above,** whichever is greater.

~~**11.5 Compensation For Hirebacks**~~

~~Police Department employees who voluntarily fill a vacant position or a specially funded position, such as D.U.I., shall be paid at the rate of time and one-half (1-1/2) for all hours worked. Compensation for overtime worked under this Section shall be in cash and is specifically excluded from coverage under Section 11.6.~~

11.5 ~~6~~ 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. Such time has previously been referred to as Earned Time.

(b) Accrual - For all hours in excess of forty (40) hours in a seven (7) day work period, for which the employee is in a paid status, the Association agrees that compensatory time shall be earned at the rate of time and one-half (1-1/2).

No more than eighty (80) hours (fifty-six and one-third hours [56-1/3]) worked at time and one-half (1-1/2) may be carried on the books at any time. When the time card is filled out, employees may elect to accrue Compensatory Time or be paid cash.

(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.

(d) Payment - Once eighty (80) hours of Compensatory Time is accrued on the books, all other hours worked in excess of forty (40) hours in a seven

(7) day work period will automatically be paid. At the end of each calendar year, all Compensatory Time will be carried forward (forty (40) hours maximum), unless the employee elects to have the compensatory balance paid. Carryover Compensatory Time cannot exceed the forty (40) hours maximum.

11.6 ~~7~~ Standby Compensation

Employees who are placed on standby on Saturday or Sunday or their normal day off shall be paid at the rate of **$3.00 per hour** ~~one-third (1/3) day's pay at regular time~~ for each ~~twenty-four (24)~~ hour **on standby assignment.** ~~and time and one-half (1-1/2) for actual time worked during such assignment.~~ **An employee shall earn time and one-half (1-1/2) for all actual time worked while on standby duty status only if eligible for overtime as defined above. An employee shall not continue to receive the "standby" premium during actual time worked or for any hours paid as overtime or call back. Standby is not considered as time in "paid status because of work performed" for purposes of calculating overtime.**

~~Employees who are placed on standby on holidays observed by the City shall be paid at the rate of one-half (1/2) day's pay at regular time for each twenty-four (24) hours. , plus time and one-half (1-1/2) for actual time worked, and double time and one-half (2-1/2) for actual time worked in excess of eight (8) hours.~~

Employees who are placed on standby after their normal tour of a regular work day shall receive **$3.00 per hour for each hour of standby** ~~one (1) hour's pay and time and one-half (1-1/2) for actual time worked during such assignments~~**. An employee shall earn time and one-half (1-1/2) for all actual time worked while on standby duty status only if eligible for overtime as defined above. An employee shall not continue to receive the "standby" premium during actual time worked or for any hours paid as overtime or call back. Standby is not considered as time in "paid status because of work performed" for purposes of calculating overtime.**

Employees who are placed on standby shall take a City vehicle and a beeper when required to stand by. The vehicle and beeper shall be turned in at the conclusion of each standby assignment.

While in such standby status employees shall leave with the Command Center a telephone number at which they can be reached. Such employees shall be within forty-five (45) minute response time availability to the Police Department.

11.7 No Simultaneous Add Pays

Employees shall not simultaneously receive compensation for court appearance, voluntary court standby, standby, or call back pay as noted in Section 11.3(a), 11.3(b), 11.4 or 11.6. Employees are eligible to receive overtime only in accordance with Section 11.2 above.

~~**11.8 Voluntary Court Standby**~~

~~Police Unit employees who voluntarily place themselves on standby for court appearance while off duty shall receive one (1) hour of pay at the regular rate for the a.m. and, if required to remain on standby, one (1) additional hour at the regular rate of pay for the p.m.~~

SECTION 12. HOLIDAYS

12.1 Holiday Compensation

(a) All regular and probationary Police Unit employees shall receive, in addition to their normal compensation, one day's pay for each of the holidays listed ~~except for the employee's birthday~~.

(b) Police Unit employees required to work a holiday shall be compensated an additional day's pay at one and one-half (1-1/2) times the straight time rate. This compensation can be in the form of direct payment or compensatory time. Compensatory time overtime hours shall be limited to a maximum accumulation of eighty (80) hours at any point. Police Unit employees requesting payment for compensatory time shall, prior to July 1, each year, declare on a form provided by the City their intention to receive equivalent compensatory time for holidays which they may have to work.

(c) **Upon Separation**

When an employee is separated from the service between February 17, 2012 and July 1, 2014, the employee's remaining holiday allowance, if any, shall be paid as follows:

a. Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated holiday hours.

b. On the one year anniversary of employee's separation, he/shall shall receive the second payment of one third (1/3) or $10,000, whichever is greater of the balance of his/her unused accumulated holiday hours.

c. On the second year anniversary of employee's separation he/she shall receive payment for the balance of the unpaid accumulated holiday hours.

d. Employees who are involuntarily separated shall have their remaining holiday allowance, if any, added to his/her final compensation.

12.2 Holidays Observed by the City

~~(1) January 1 ..... New Year's Day~~
~~(2) Third Monday in January ..... Martin Luther King, Jr. Birthday~~

~~(3) Second Monday in February ..... Lincoln's Birthday~~
~~(4) Third Monday in February .....Washington's Birthday~~
~~(5) March 31 .....Cesar Chavez' Birthday~~
~~(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) Fourth Friday in November.....Day after Thanksgiving~~
~~(13) December 25.....Christmas Day~~
~~(14) .....Employee's Birthday~~

Employees shall receive the following holidays on full pay not to exceed eight (8) hours for any one (1) holiday, unless otherwise provided in this section.

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

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

~~The department head with due consideration for the wishes of the employee and the needs of the department may authorize the birthday to be taken within fifteen (15) calendar days of the employee's actual birth date.~~

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.

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Retirement Contribution Supplement

(a) The City contributes **an amount equal to** nine percent (9%) of the employee's current base salary and other compensation as qualified by State law toward P.E.R.S. ~~(effective October 1, 1984)~~ **benefits**. Such amounts will be applied to the employee's individual account in accordance with Government Code Section ~~20615~~ **20691**.

(b) The City will make application to P.E.R.S. to provide California Government Code section 20692 (Employer Paid Member Contributions Converted to Payrate during the Final Compensation Period) as an additional P.E.R.S. benefit, to be effective upon adoption by the Stockton City Council and the P.E.R.S. Administration Board. The Internal Revenue Service (IRS) Code 414H(2), whereby employee contributions shall be tax deferred (not subject to taxation until time of constructive receipt) will be concurrently implemented with P.E.R.S. California Government Code section 20692.

At the beginning of employee's last year of employment, such employee shall pay their employees' nine percent (9%) retirement contribution through an automatic payroll deduction. The City shall increase the employee's base salary by the same nine percent (9%) for the last twelve (12) months of employment.

(c) Effective August 1, 2011, employees hired on or before July 1, 2012 shall pay nine percent (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by state law towards the Public Employees' Retirement System (PERS) towards the employee's share of cost for PERS pension on a post-tax basis in the form of a payroll deduction.

(d) ~~(c)~~ Non Sworn Police Officer Trainee. The City and the Association agree that employees hired into the Non Sworn Police Officer Trainee classification shall be members of the "local miscellaneous" retirement plan rather than the "local safety" retirement plan.

The ~~City will~~ **employee shall** contribute seven percent (7%) of the employee's current base salary and other compensation as qualified by State law toward the P.E.R.S. Local Miscellaneous Members Plan. Such amounts will be applied to the employee's individual account in accordance with Government Code section ~~20615~~ **20691**.

Upon satisfactory completion of basic recruit training, the Non Sworn Police Officer Trainee (Local Miscellaneous Member) shall be transferred to Sworn Police Officer (Local Safety Member).

13.2 Military Service Credit

The City shall provide for military service pursuant to the provisions of Government Code Section **21024, formerly Section** 20930.3 and Section 20930.33, at the employee's expense.

~~**13.3 P.E.R.S. Credit for Professional Growth (Earned Time)**~~

~~(a) For any bargaining unit member whose retirement date is later than December 31, 1993, all pay provided to that employee as a sell-back of Professional Growth (Earned Time) shall be reported by the City to the Public Employees' Retirement System as a part of the "final compensation" that P.E.R.S. is to use to determine the amount of that employee's retirement allowance.~~

~~(b) In no event shall this increment to "final compensation" consist of more than a one (1) year of Professional Growth (Earned Time).~~

13.~~3~~4 P.E.R.S. Fourth Level Of 1959 Survivor Benefits

The City ~~will make application to~~ provide**s** P.E.R.S. California Government Code section 21574 (Fourth Level of 1959 Survivor Benefits) as an additional retirement benefit, to be effective upon adoption by the Stockton City Council and the P.E.R.S. Administration Board.

13.~~4~~5 P.E.R.S. 3% At Age 50 Retirement for Employees Hired on or before July 1, 2012

On July 21, 2000, the City made application to PERS to provide P.E.R.S. California Government Code section 21362.2 (3% at age 50) as an amendment retirement benefit, to be effective upon adoption by the Stockton City Council and the P.E.R.S. Administration Board.

13.5 P.E.R.S. Benefits for Unit Employees hired on or after July 1, 2012

The City will contract with PERS to provide a new second tier retirement program of 3% at 55 with three year average salary formula and no other additional PERS enhanced benefits except for those statutorily required for employees hired on or after July 1, 2012 or as soon as administratively possible. Effective July 1, 2012, all employees shall pay 9% of the employees' current base salary towards the employee's contribution

towards PERS and any other compensation as qualified by state law towards PERS retirement benefits through a payroll deduction.

13.6 Uniform Allowance

(a) Employees in this unit shall receive as additional annual compensation, a uniform allowance ~~each calendar year~~ in the amount of ~~one thousand four hundred dollars ($1,400.00)~~ **nine hundred fifty dollars ($950.00)** effective ~~January 2005~~ **July 1, 2012.**~~; one thousand five hundred dollars ($1,500.00) effective January 1, 2006; one thousand six hundred dollars ($1,600.00) effective January 1, 2007; one thousand seven hundred dollars ($1,700.00) effective January 1, 2008; one thousand eight hundred dollars ($1,800.00) effective January 1, 2009; and one thousand nine hundred dollars ($1,900.00) effective January 1, 2010.~~

Payment shall be made in two equal installments of one-half (1/2) of the annual value of uniform allowance to eligible employees during the months of April and October.

(b) Protective Vests - The City shall provide safety protective vest and annual testing by lot number.

~~13.7 Legal Defense Fund~~

~~The City shall contribute to Stockton Police Officers' Association not to exceed the amount of Two Dollars and No Cents ($2.00) per month per member for the purchase of legal defense insurance.~~

13.7~~8~~ P.O.S.T. Incentive Pay

(a) The City will pay three percent (3%) of the Police Officer top salary step for employees who attain an Intermediate P.O.S.T. Certificate and six percent (6%) of the Police Officer top salary step for employees who attain an Advanced P.O.S.T. Certificate.

(b) Effective January 1, 1999, the City will pay three percent (3%) of the Police Sergeant top salary step for employees who attain an Intermediate P.O.S.T. Certificate, and six percent (6%) of the Police Sergeant top salary step for employees who attain an Advanced P.O.S.T. Certificate.

(c) The Personnel and Training Division of the Police Department will submit the appropriate paperwork to the Human Resources Services Department confirming and authorizing P.O.S.T. Educational Incentive Pay for eligible employees.

Compensation shall be effective the first of the month following the date of eligibility for the certificate.

~~**13.9 Educational Incentive Pay**~~

~~In accordance with the City Manager's Administrative Directive, HR-031 dated June 1, 1992, employees with degrees/diplomas above and beyond that which is required of their position shall be provided three percent (3%) of the top step of the position, effective January 1, 1994. 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 or 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.~~

~~Employees in a classification requiring a Masters degree, those employees who possess double Masters will be eligible for three percent (3%) education incentive pay.~~

13.~~8~~~~10~~ Longevity Increment Pay for Police Officer for Grandfathered Employees Only

Effective August 1, 2011, Longevity Increment Pay for Police Officer shall be eliminated, Those members who were receiving Longevity Increment Pay as of July 31, 2011, shall be grandfathered, and effective August 1, 2011 their Longevity Increment Pay shall be reduced by 5% and shall remain frozen at that level and no additional increments shall be earned, as described herein.

~~The Longevity Increment shall be effective the first pay period following the anniversary date of hire of the employee as follows:~~

(a) **For those members who as of July 31, 2011 were receiving** ~~The City will pay~~ five percent (5%) of top salary step in rank for longevity, upon completion of six (6) continuous years of service as a public safety officer with the Stockton Police Department**, effective August 1, 2011 those members shall no longer receive longevity increment pay. This longevity increment pay shall remain frozen at this level and no additional increments shall be earned.**

(b) **For those members who as of July 31, 2011 were receiving** ~~The City will pay~~ seven percent (7%) of top salary step in rank for longevity, upon completion of nine (9) continuous year of service as a public safety officer with the Stockton Police Department, **effective August 1, 2011 the City shall pay two percent (2%) of top salary step in rank for longevity**

pay. This longevity increment pay shall remain frozen at this level and no additional increments shall be earned.

(c) **For those members who as of July 31, 2011 were receiving** ~~The City will pay~~ twelve percent (12%) of top salary step in rank for longevity, upon completion of twelve (12) continuous years of service as a public safety officer with the Stockton Police Department, **effective August 1, 2011 the City shall pay seven percent (7%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level and no additional increments shall be earned.**

(d) **For those members who as of July 31, 2011 were receiving** ~~The City will pay~~ fourteen percent (14%) of top salary step in rank for longevity, upon completion of eighteen (18) continuous years of service as a public safety officer with the Stockton Police Department, **effective August 1, 2011 the City shall pay nine percent (9%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level and no additional increments shall be earned.**

(e) **For those members who as of July 31, 2011 were receiving** ~~The City will pay~~ nineteen percent (19%) of top salary step in rank for longevity, upon completion of twenty-four (24) continuous years of service as a public safety officer with the Stockton Police Department, **effective August 1, 2011 the City shall pay fourteen percent (14%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level and no additional increments shall be earned.**

(f) For the limited purpose of defining continuous service under this Section of the Memorandum of Understanding, continuous service shall include leaves without pay for less than one (1) year as long as the public safety officer did not withdraw the his or her contributions to P.E.R.S.

(g) **Effective June 30, 2012, Section 13.8(a) through (f) are eliminated and shall be replaced effective July 1, 2012, with the following provisions:**

1) **Employees who attained fifteen (15) years of continuous service prior to August 1, 2011 shall receive the new grandfathered tier one rate of one and a quarter percent (1.25%) of top salary step for longevity.**

2) **Employees who attained twenty-two (22) years of continuous service prior to August 1, 2011 shall receive the new**

grandfathered tier two rate of four point three seven percent (4.37%) of top salary step for longevity.

(h) Effective June 30, 2013, Section 13.8(a) through 13.8(g) are eliminated and becomes inoperable and are eliminated for all grandfathered employees receiving longevity per this section.

~~**13.11 Longevity Increment Pay For Police Sergeant**~~

~~The City will pay five percent (5%) of top salary step in rank for longevity, effective the first pay period following the anniversary date of completion of fifteen (15) continuous years of service with the Stockton Police Department and upon placement at step 6 of the Sergeant's pay schedule.~~

~~**13.12 Payment for Unused Sick Leave**~~

~~Upon separation with ten (10) years or more of employment, or upon termination 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.~~

~~**13.13 Deferred Compensation**~~

Note: Language from September 10, 2007 Side Letter noted in BOLD below.

~~Each employee in this unit shall receive a City paid deferred compensation contribution. The City paid contribution shall be in addition to the employee's voluntary deferred compensation contributions. Participants shall receive this benefit during employment with the City of Stockton and generally cannot withdraw the funds until retirement or service termination.~~

~~(a) Effective January 1, 1999, the City will provide, in addition to regular salary, a contribution of two percent (2%) of the employee's current base salary toward the City's deferred compensation plan, to expand the employee's retirement benefit allowance.~~

~~(b) Effective January 1, 2000, the City will provide, in addition to regular salary, an additional contribution of one percent (1%) of the employee's current base salary for a total of three percent (3%) toward the City's deferred compensation plan, to expand the employee's retirement benefit allowance.~~

~~(c) Effective January 1, 2001, the City will reduce the deferred compensation contribution two percent (2%) of the employee's current base salary.~~

~~(d) Effective January 1, 2002, the City will provide, in addition to regular salary, an additional contribution of one percent (1%) for a total of three percent (3%) toward the City's deferred compensation plan, to expand the employee's retirement benefit allowance.~~

~~(e) Effective January 1, 2003, the City will provide, in addition to regular salary, an additional contribution of one percent (1%) for a total of four percent (4%) toward the City's deferred compensation plan, to expand the employee's retirement benefit allowance.~~

~~(f) Effective~~ **~~with the first pay period for~~** July 1, 2007, **~~or as soon thereafter upon the establishment of the Retiree Medical Trust, the City paid contribution of~~** the City's contribution to the Deferred Compensation Plan will be reduced from four percent (4.0%) **~~of the employee's current base salary to the Deferred Compensation Plan shall be reduced by $108.36 per month per unit member: (Refer to Sections 14.4 C.1. and 14.4 C.2. of this Agreement regarding City monthly contributions of $108.36 per unit member towards the Retiree Medical Trust).~~** ~~to two percent (2.0%) of the unit member's base salary. (Refer to Section 14.4 C. 1. regarding City contributions to the Retiree Medical Trust.)~~

13.9~~14~~Canine Handler Compensation

Employees assigned canine responsibilities shall be paid a maximum of ten (10) hours per month, at the rate of one and one-half (1-1/2) time. Compensation shall be for time spent by officers on their off-duty time to feed and exercise the dog and to clean the kennel.

13.10~~15~~Motorcycle Officer Compensation

Employees assigned motorcycle responsibilities shall be paid a maximum of ~~eight (8)~~ **three and one-half (3.5**) hours per month, at the rate of one and one-half (1-1/2) time. Compensation shall be for the time spent by officers on their off-duty time to clean, wax and generally maintain their assigned motorcycles.

13.11~~16~~Explosive Ordinance Disposal Compensation

Effective July 1, 2005, the pay for unit members assigned to EOD shall be paid a maximum of five (5) hours per month at the rate of one and one-half (1-1/2) time.

13.12~~17~~SWAT Compensation

Effective July 1, 2005, the pay for unit members assigned to SWAT shall be paid a maximum of ~~five (5)~~ **three and one-half (3.5)** hours per month at the rate of one and one-half (1-1/2) time.

13.13~~18~~ Field Training Officer Compensation

Effective July 1, 2005, the pay for unit members assigned to Field Training Officer shall be five percent (5.0%) of the top salary step of rank.

~~**13.19 Equestrian Officer Compensation**~~

~~Effective April 1, 2004, employees assigned to perform equestrian responsibilities shall be paid two-hundred dollars ($200.00) per month for food, routine veterinary care, and general maintenance costs of animal, and shall be paid ten (10) hours per month, at the rate of one and one-half (1-1/2) time, for time spent on off-duty time for the care, maintenance, and training of animal. The City shall assume all associated costs of up to five-thousand dollars ($5,000.00), if an animal suffers injury or death while on-duty and performing assigned duties.~~

~~**13.20 Master Officer Program**~~

~~Master Officer Program – Purpose, Pay, And Certification~~

~~Effective July 1, 2005, the City will implement a Master Officer Program. The purpose of the Master Officer Program is to provide additional career opportunities, and to provide the Department with officers that have a broader base of experience and skill sets. A Master Officer shall receive special departmental certificate of recognition in addition to the supplemental pay.~~

~~Master Officer Pay will be five percent (5.0%) of the top salary step of rank.~~

~~Eligibility~~

~~To be eligible for Master Officer Certification, a unit member must meet the following minimum qualifications:~~

- ~~At least 5 years of patrol work;~~
- ~~Advanced POST Training Certificate;~~
- ~~At least six (6) years of service in at least two (2) of the following specialties for a minimum period of 18-months each to the extent these specialties continue: Bicycle, Canine, CNT, CPO, DUI, EOD, FTO,GSET, Lodi One, PIO, Range master, SJRTD, SRO, STOP, SWAT, VCST, Traffic~~

~~Unit, (Mobile Field Force effective July 1, 2006), and other full-time assignments approved in writing by the Chief of Police; except that service in Homicide, CASA, Narcotics, Vice, and Burglary shall count for all six (6) years of the requirement;~~

- ~~The service in a specialty must be satisfactory as determined by the Chief; and a year of concurrent service in two (2) or more of the areas can only count as one (1) year of service.~~

~~Continuation Of Certification~~

~~Master Officer Certification is a privilege and distinction, not a right. Therefore, to continue Master Officer Certification, a unit member must maintain at least satisfactory departmental service as reflected in various performance evaluations, as finally approved by the Chief. Failure to maintain at least satisfactory status will automatically result in the loss of the Master Officer Certification.~~

13.14~~21~~Bilingual Pay

Effective July 1, 2005, the pay for qualified and approved bilingual skill will be two and one-half percent (2.5%) of the top salary step of rank.

To be eligible for this differential pay, an officer must be certified to meet the functional needs of the Department. The Chief of Police has the sole discretion in determining the number of officers needed for bilingual services, the languages that will be recognized, and the functional language skills needed for the Department.

13.15~~22~~Acting Pay

Any employee who is assigned by proper authority to work in a higher paid classification and who performs a majority of the duties of that higher position shall receive that rate of pay in a step of the higher classification which would have been received if the employee had been promoted into that classification.

AB 506 LABOR MEDIATION PROPOSAL

SECTION 14. INSURANCE PLANS

14.1 Health Insurance And Related Benefits

a. **Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an Employee only, Employee plus One and Employee plus two or more dependents coverage. The City shall offer two or more medical plans to regular employees.**

b. **Eligibility. Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).**

c. **City Contribution Towards the Cost of Insurance Programs. Effective September 1, 2011:**

(1) **The City shall contribute up to $481.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.**

(2) **The City shall contribute up to $875.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.**

(3) **The City shall contribute up to $1165.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.**

These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee

through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical/vision/dental to be pre-tax premium conversion.

d. Plan Rules. Employees may insure themselves and their eligible dependents under the medical/vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

e. Plan design changes to the City's Modified Plan for employees are effective September 1, 2011.

~~14.1 Health Insurance and Related Benefits for Active Employees~~

~~A. The City will provide for hospitalization, medical, dental/orthodontic, prescription and vision benefits. Effective upon agreement, the City will contribute all premiums necessary for these benefits for the term of this Memorandum of Understanding. Effective November 1, 1993, the medical plan for active employees is the City's Modified Employee Medical Plan ("Plan") which is summarized on Appendix B attached hereto.~~

~~The Plan utilizes a Preferred Provider Organization ("PPO") network for hospitals, physicians, laboratories, and other medical providers; the PPO network for the City shall be Blue Cross (Prudent Buyer).~~

~~Employees shall become eligible for hospitalization and medical care benefits on the first day of the month subsequent to completion of thirty (30) days continuous service with the City.~~

~~Effective January 1, 1993, the City will also provide for hospitalization, medical, dental/orthodontic, prescription and vision benefits to the surviving spouse and children of an officer killed in the line of duty. These benefits shall discontinue upon the remarriage of the officer's surviving spouse. This medical coverage shall be secondary at age sixty-five (65).~~

~~B. **Employee** Medical Insurance **Contribution** Effective **July 1, 2009**January 1, 2006~~

~~**FROM SIDE LETTER:** Each employee shall contribute one hundred dollars ($100.00) monthly, via payroll deduction, authorized by the employee in writing, towards the monthly health insurance cost (hospitalization, medical, dental, prescription, and vision). The City shall pay the balance of the monthly cost.~~

f. ~~City Employees may opt out of the City's health care plan only if covered by another health care plan.~~ **Employees who opt out may purchase either dental coverage or vision coverage, or both, and pay the approved tiered rate for such coverage, as set forth in Attachment B to this Agreement. Health care benefit rates are subject to change annually.**

~~Effective January 1, 2006, and each year of this Agreement, the City shall contribute eighty percent (80%) of any increase associated with the monthly health insurance premium (hospitalization, medical, dental, prescription and vision). The unit member shall contribute the remaining twenty percent (20%) of the monthly premiums increase, up to a maximum of one percent (1.0%) of top salary step for Police Officer.~~

~~C. Dental~~

~~The City shall pay the annual dental maximum benefit of one thousand four hundred dollars ($1,400.00).~~

~~Employees shall become eligible for dental care benefits on the first day of the month subsequent to completion of sixty (60) days continuous service with the City.~~

~~D. Orthodontic~~

~~The City shall pay the orthodontic lifetime maximum benefit of two thousand dollars ($2,000.00).~~

~~E. If it is the decision of the Union to select other than the present carrier(s) for any of the above benefits, the City shall continue its contribution amount limited to and not to exceed that for its current designated plan. Insured retirees shall be assigned to the carrier(s) selected. The retirees will move to the Modified Employee Medical Plan, effective July 1, 1994.~~

14.2 Retirement Medical Allowance

a. Eligibility.

An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be

covered by more than one City-offered health plan). The City does not provide any retiree medical program, allowance, or City contribution for employees hired on or after July 1, 2011.

b. City Contribution for the Period of July 1, 2012 – June 30, 2013.

Effective July 1, 2012, for employees hired on or before June 30, 2011, at retirement only, the City shall provide to employees retiring from the City the following contribution towards the costs of retiree medical insurance for the period of July 1, 2012 – June 30, 2013.

1. Employees retiring with over 10 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $150 a month towards the cost of retiree medical insurance.

2. Employees retiring with over 20 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $300 a month towards the cost of retiree medical insurance.

3. Employees retiring with over 30 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $450 a month towards the cost of retiree medical insurance.

4. Employees with less than 10 years of service for the City shall not be eligible for a city contribution towards retiree medical and may not be enrolled in the City sponsored plans.

5. Benefits for part time employees who retire are prorated based on their full time equivalent.

6. The City contributions shall end with the death of the retiree and no survivor benefits are provided.

7. Retirees who are enrolled in city-sponsored plans may not enroll their eligible dependents at their own expense.

c. Elimination of Retiree Medical Program effective June 30, 2013

Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retiree. Retirees shall not be

eligible to participate in the City's medical plans.

~~14.2 Retiree Medical Benefit Allowance For Unit Members Employed Before July 1, 2007~~

~~A. Eligibility For Retiree Medical Benefit Allowance Until Age 65~~

~~Subject to the provisions of this Section, effective April 1, 1983, the City shall pay a premium for the purpose of providing hospital-medical and prescription benefits under the City's insurance plans for each City employee employed before July 1, 2007, who has retired. Such coverage shall include one (1) eligible dependent and the following provisions shall apply:~~

~~1. Normal Service Retirement. Eligibility for the allowance provided by this Section is limited to employees employed before July 1, 2007, who have retired subsequent to October 1, 1980, and who have retired at age fifty (50) or later. Such allowance shall terminate at age sixty-five (65) or at the age when eligible for Medicare, whichever occurs later.~~

~~2. Disability Retirement. Eligibility for the allowance provided by this Section is limited to employees employed before July 1, 2007, who have retired subsequent to October 1, 1980, and such allowance shall be limited to a maximum of fifteen (15) years or the attainment of age sixty-five (65), whichever occurs first.~~

~~B. Supplemental Retiree Medical Benefit Allowance And Coordination With Medicare After Age 65~~

~~An employee retiring on or after August 1, 1998, and eligible for a retiree medical insurance allowance as provided in this section, shall continue to be eligible to participate in the City's medical plan for retired employee and one (1) eligible dependent when both persons reach age sixty-five (65) or at the age when eligible for Medicare, whichever occurs later. The City's retiree medical insurance plan shall be supplemental and secondary to Medicare medical coverage or any other medical benefit coverage available to the retired employee and eligible dependent.~~

~~Each retired employee and each spouse are required by the City to apply for Medicare Part A and Part B coverage and to accept Medicare coverage if eligible, upon reaching age sixty-five (65) or the age of eligibility for Medicare, whichever occurs later. Those retiring after July 1, 2006, who must pay a premium to Medicare in order to obtain Part A coverage, will be reimbursed by the City for their Medicare Part A~~

~~premium. The City's medical coverage shall continue on a coordinated basis with the City as a secondary payer after Medicare pays as the primary provider.~~

~~There may be occasions when paying the premium cost for Medicare Part A may not be in the City's best interest or the retiree may not be eligible. If such circumstances exist, the City's supplemental medical plan would then be the primary coverage plan.~~

~~The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City's modified medical plan as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse.~~

~~C. Major Medical Deductible~~

~~Effective July 1, 1994, the major medical deductible will be one hundred and fifty dollars ($150.00) per person per calendar year.~~

~~D. Amount Of Retiree Medical Benefit Allowance For Unit Members Employed Before July 1, 2007, And Who Retire Before July 1, 2012~~

~~The amount of the retiree medical insurance allowance for unit members employed before July 1, 2007, and who retire before July 1, 2012, shall consist of the full entitlement under the above Sections 14.2 (A) and (B).~~

~~E. Limit On City's Retiree Medical Benefit Allowance For Unit Members Employed Before July 1, 2007, Who Retire After June 30, 2012, And Subsidy Of Premiums From Trust~~

~~1. Limit On City's Allowance After June 30, 2012~~

~~Unit members employed before July 1, 2007, and who retire after June 30, 2012, will receive from the City a retiree medical insurance allowance limited to the cost of the medical insurance premium as of June 30, 2012.~~

~~Notwithstanding the expiration date of June 30, 2010 for this Agreement, the parties agree that the City's contribution for healthcare premiums shall be capped effective July 1, 2012, and shall not increase. Any cost increase in healthcare premiums~~

~~effective July 1, 2012, shall be the responsibility of the member and/or retiree electing healthcare coverage through the City.~~

~~2. Premium Subsidy~~

~~However, those individuals employed before July 1, 2007, who retire after June 30, 2012, will be eligible for retiree medical insurance premium subsidies payable to the City's health plan from the Retiree Medical Trust Fund, as set forth below in subsection 14.4.~~

14.3 Alternative Retirement Medical Plans

The parties have negotiated that employees may choose to enroll in one or more additional health plans instead of the City Modified Plan (including but not limited to Kaiser Sr. Advantage).

This language sets forth the conditions in which current employees, when they retire from the City and otherwise qualify for a retiree medical benefit from the City as stated in Sections 14.2 and 14.4 of this MOU, may also choose to enroll in City sponsored alternative plans in the same manner as when they were employees, as well as retiree only medical plans. The following conditions shall apply:

(a) If an employee is in a City sponsored alternative plan at the time of retirement, the employee shall be allowed to continue in that Plan. Employees in the union sponsored plans authorized by the City at the time of retirement shall be allowed to continue in that Plan (Operating Engineers units). Employees not in an alternative Plan at the time of retirement shall not be allowed to enroll in any alternative plan except that; any retiree may voluntarily enroll in a City sponsored retiree only Plan.

A retiree may only enroll in alternative plans other than the City Modified Plan when:

(a) The retiree selecting plans other than the City's Modified Plan must agree that the City's financial contribution to a premium payment for any other Plan shall not exceed the current contribution amount the City would pay if the retiree is enrolled in the City Modified Plan, and;

(b) The individual retirees will be required to sign a form that indicates their agreement with these conditions.

The City reserves the right to eliminate these additional plans and the choice of multiple plans is not a vested right. Like the City Modified Plan, the City reserves the right to make plan design changes as necessary in these Alternative Plans.

14.4 Medicare Supplemental Coverage Requirements only for Employees hired on or before June 30, 2011

The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City's modified medical plan which includes medical design changes effective September 1, 2011 as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse.

Under the federal Health Care Reform Plan, sponsors may modify the medical benefits provided to retirees only. The City will modify its retiree health care plan to reflect the following:

(a) Return Plan benefits for Acupuncture to 12 visits per year (instead of unlimited) and returns the payment percentage paid to 60% (instead of 80%);
(b) Return Plan benefits for Alcohol and Drug Treatment admissions to 30 days and 3 lifetime admissions (instead of unlimited);
(c) Return Plan benefits for Outpatient Mental Health or Nervous Disorder services to 15 visit maximum (instead of unlimited);
(d) Change Plan benefits for Preventative care and wellness to 80% instead of current 100%;
(e) Return Plan benefits on the lifetime cap on plan benefits to $2.5 million (instead of unlimited);
(f) Return Plan benefits on the maximum age of dependent children to be enrolled in the Plan to age 19 unmarried, and not serving in the armed forces to 23 if attending school full time and qualifies as a dependent for federal income tax purposes.(instead of age 26);
(g) Change Plan benefits for Emergency room benefits.

~~14.3 Defined Contribution For Retiree Medical For Unit Members Hired On Or After July 1, 2007~~

Note: Language from September 10, 2007 Side Letter noted in BOLD below.

For unit members hired on or after July 1, 2007, the City will establish a defined contribution for retiree medical that operates through a Retiree Medical Trust ("Trust").

City monthly contribution of $108.63 for each unit member, and an employee contribution of **$162.56.** three (3.0%) percent of the base salary, and a City contribution of two (2.0%) percent of base salary. The contributions will be paid into the Retiree Medical Trust. Provisions for the distributions of premium subsidies from the Trust are contained in Section 14.4.

These unit members will not be eligible for either the regular Retiree Medical Allowance (to age 65) or the Supplemental Allowance (after age 65) as set forth in Section 14.2 of this Agreement.

14.45 No Retirement Medical Allowance Requirements

14.4 Retiree Medical Trust

A. Establishment Of Retiree Medical Trust

As soon as practicable, the City will establish a Retiree Medical Trust ("Trust") that will be governed by Trustees selected by the unit members and the City for purposes of receiving employee and City contributions, and for paying a monthly distribution to the City's health plan to subsidize premiums on behalf of eligible retirees retiring after June 30, 2012.

B. Tax Issues

The City will seek an IRS ruling so that employee and City contributions will be pre-tax, including the contribution of employee accrued sick leave pay-off. The City will also seek tax-exempt status for the Trust's earnings and the benefits paid from the Trust.

C. Required Contributions To The Retiree Medical Trust

Note: Language from September 10, 2007 Side Letter noted in BOLD below.

1. Contributions To The Trust For Unit Members Hired Before July 1, 2007, Regardless Of Retirement Date

For purpose of this section, "base salary" as defined in this paragraph shall refer to the top salary step for a Police Officer.

Effective with the first pay period for July 2007, or as soon thereafter upon establishment of the Trust, the City will contribute two percent (2.0%) of the June 30, 2007 base salary, or $108.**37**6 **per month**, into the Trust for each unit member hired prior to July 1, 2007, and the employee **will** shall contribute an additional one percent (1.0%) of the June 30, 2007 base salary, or $54.**19**8 **per month**, for a total City and employee **monthly** contribution of **$162.54** three percent (3.0%) into the Trust, with an increase each fiscal year based on the May Consumer Price Index ("CPI") for Urban Wage Earners' and Clerical Workers' U.S. City Average. The CPI shall be a minimum of two and one-half percent (2.5%); and a maximum of six percent (6.0%).

(Refer to changes made in Section 13.13**(f)** "Deferred Compensation" **of this Agreement** regarding **City paid contribution to the Deferred Compensation Plan of four percent (4%) of the employee's current base salary shall be reduced by $108.36 per month per unit member.)** the reduction of the City's contribution by two percent (2.0%).)

2. Contributions To The Trust For Unit Members Hired On Or After July 1, 2007

Note: Language from September 10, 2007 Side Letter noted in BOLD below.

For purpose of this section, "base salary" as defined in this paragraph shall refer to the top salary step for a Police Officer.

As required by Section 14.3 and effective with the first pay period for July 2007, or as soon thereafter upon establishment of the Trust, the City will contribute **$108.36 per month** two percent (2.0%) of the June 30, 2007 base salary, or $108.37, into the Trust for each unit member hired on or after July 1, 2007, and the employee shall contribute an additional three percent (3.0%) of the June 30, 2007 base salary, or $162.56 **per month**, for a total City and employee contribution of **$270.92** five percent (5.0%) into the Trust, with an increase each fiscal year based on the May Consumer Price Index ("CPI") for Urban Wage Earners' and Clerical Workers' U.S. City Average. The CPI shall be a minimum of two and one-half percent (2.5%); and a maximum of six percent (6.0%).

D. Distributions From The Trust To Subsidize Retiree Medical Benefit Premiums

Beginning July 1, 2012, the Trust will make monthly distributions payable to the City's health plan on behalf of eligible retirees to subsidize the retiree premiums for City medical insurance.

1. Distribution For Those Hired Before July 1, 2007, And Retiring After June 30, 2012

For unit members hired before July 1, 2007, who retire after June 30, 2012, the amount of any distribution will be determined solely by the amount of the funds available to actuarially support the distribution, and maintain an actuarially sound fund balance. This distribution will vary to some extent with each retiree depending on:

- the time of retirement;
- the amount of the individual's contributions to the Trust; and
- the funds' actuarial status.

The Board of Trustees will establish the amount of the monthly distribution that will be expressed as a percentage of the individual retiree's premium cost above the City's base payment. The Board's goal will be to keep those percentages within a ten percent (10%) range of each other.

For example, suppose in 2015 that the total premium cost is $1,500 per month and the City's base payment is $1,000 of that total, and the monthly distribution to individual retiree A is $250; then the Trust's distribution percentage is 50% of A's premium cost above the City's base. ($250 is 50% of the difference between the $1500 and the $1,000.) Suppose also that retiree B's monthly distribution from the Trust is $225, or 45% of B's premium cost above the City's base. ($225 is 45% of the difference between $1,500 and $1,000.) The Trust's distributions to A and B are within the 10% band of each other when reduced to percentages (B's 45% is within a 10% range of A's 50%).

2. Distribution For Unit Members Hired After July 1, 2007

For unit members hired after July 1, 2007, the amount of any distribution will depend entirely on the amount of the employee and City contributions.

~~E. Non-Vesting~~

~~The amount of the distribution is not a vested right under any circumstances. A distribution level may be reduced, discontinued, or interrupted by the Board of Trustees upon determination of insufficient funds to support the current level of distributions. Under no circumstances may the Trust reduce the distribution below a monthly amount that can be supported actuarially by the employee's mandatory contributions.~~

~~F. Eligibility For Trust Distributions~~

~~Unit members hired before July 1, 2007, who retire before July 1, 2012, are not eligible for distributions from the Retiree Medical Trust.~~

~~To be eligible for any monthly distribution from the employer's contribution to the Trust, a unit member must have retired after June 30, 2012, must have made contributions to the Trust while employed. In addition, for those employed after July 1, 2007, eligibility shall include at least fifteen (15) consecutive years of City service, which includes time credited under City reemployment rights.~~

~~Upon leaving the service of the City without satisfying these criteria, the unit member will be eligible to receive in benefit only the amount of his or her employee contributions to the Trust plus interest, as reasonably calculated by the Trustees, toward reimbursement of premiums.~~

~~G. Trust Structure And Governance~~

~~There shall be eight (8) voting Trustees, four (4) elected by participating labor organizations and four (4) selected by participating employers, as follows:~~

~~1. The labor Trustees shall include three (3) elected by participating employees and one (1) designated by the Stockton Police Officers' Association.~~

~~2. The employer Trustees shall include the Director of Human Resources and the Chief Financial Officer of the City of Stockton, and two appointed by the City Manager of the City of Stockton, at least one (1) of whom shall be an employee of the City of Stockton. The City Manager shall have the power to relinquish two (2) Trustee positions to other participating employers, by giving notice in writing to the Trustees.~~

~~The Board of Trustees will be responsible for all issues of governance~~

~~including plan design within parameters established by this MOU, the selection of the professional investment manager and other professional services, and the selection of investment vehicles. The Trustees shall manage the Trust for the exclusive benefit of the participating employees and retirees.~~

14.~~5~~6. Life Insurance

Effective ~~January 1, 2000~~ **July 1, 2012,** the City shall provide each employee group term life insurance coverage ~~equal~~ **with a face value of fifty thousand dollars ($50,000.00)** ~~their annual salary rounded to the nearest one thousand dollars ($1,000.00)~~.

14.~~6~~7 Long Term Disability Insurance

~~Effective January 1, 1999, the City shall contribute to the Association the amount of twenty dollars ($20.00) per month per employee for the purpose of purchasing a Preferred Long Term Disability Program selected by the Association in lieu of providing long term disability coverage through the City's Long Term Disability Program.~~

Effective July 1, 2012, the City shall reduce the base pay of employees in this unit by twenty dollars ($20.00) per month, and instead shall provide to each bargaining unit member twenty dollars ($20.00) per month for the purpose of purchasing Long Term Disability Insurance. The Association recognizes and agrees that it is their responsibility for purchasing a Preferred Long Term Disability Program for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.

~~Effective January 1, 1999, the amount of twenty dollars ($20.00) shall be converted to base pay for all represented employees as best fitted to the City's Salary Schedule Matrix.~~

SECTION 15. SALARY PLAN

15.1 Salary

a. During the term of this agreement there shall be no salary increases. Effective July 1, 2012, salaries for classifications in this unit shall be as attached in Appendix A.

b. The Association agrees to relinquish and release any and all claims related to loss of wages, staffing changes, equipment changes and other changes terms and conditions of employment that resulted from or are related to the City's 2010 and 2011 emergency declarations and actions taken pursuant to those declarations prior to the effective date of this Agreement. The parties' agreement is set forth in full in Appendix C, attached.

15.1~~1~~2 Salary Ranges

The salary ranges for all classifications 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 the Appendix A, represent for each classification the standard rate of pay for full-time employment, effective on the dates noted in the Appendices, unless the schedule specifically indicates otherwise.

15.2~~2~~3 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary step for a new employee entering the classified service shall be the minimum salary step for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary, which is more than the minimum salary step 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 that employee is appointed.

15.3~~3~~4 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 in the judgment of the City Manager, such a conversion is advisable. 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 in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

15.45 Effective July 1, 2005 – Salary Step Plan – Police Officers Appointed On Or After January 1, 1999

There shall be nine (9) salary steps for the classification of Police Officer. There shall be six (6) salary steps for the classification of Police Sergeant.

In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first salary step after receiving the recommendation of the department head. The same provisions shall apply to hourly-paid and part-time persons.

The first salary step shall be the minimum salary rate and shall be the normal hiring rate for the classification of Non-Sworn Police Officer Trainee.

The second salary step shall be paid upon the Trainee's passing all the requirement of the Basic Officer Academy and the transfer to Sworn Officer status.

The third salary step shall be paid upon the employee's satisfactory completion of six (6) months service at the second salary step and upon the written recommendation of the department head.

The fourth salary step shall be paid upon the employee's satisfactory completion of six (6) months service at the third salary step and upon the written recommendation of the department head.

The fifth salary step shall be paid upon the employee's satisfactory completion of six (6) months service at the fourth salary step and upon the recommendation of the department head.

The sixth salary step shall be paid upon the employee's satisfactory completion of one (1) year of service at the fifth salary step and upon the recommendation of the department head.

The seventh salary step shall be paid upon the employee's satisfactory completion of one (1) year of service at the sixth salary step and upon the recommendation of the of the department head.

The eighth salary step shall be paid upon the employee's satisfactory completion of one (1) year of service at the seventh salary step and upon the recommendation of the department head.

The ninth salary step shall be paid upon the employee's satisfactory completion of six (6) months of service at the eighth salary step and upon the recommendation of the department head.

Regardless of an employee's length of service, salary 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 3 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.

If a department head recommends to withhold salary increases from salary steps two (2) through nine (9) because an employee has not achieved the level of performance required to the position, the recommendation of notice must be received by the City Manager at least four (4) weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation.

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 the classification will not set a new salary anniversary date for employees serving in that classification.

15.~~5~~6 Salary Step Plan – Non-Sworn Police Officer Trainee Status

An employee with only the status of Non-Sworn Police Officer Trainee shall be paid at Step 1 of the salary range. Upon passing all the requirements of the Basic Peace Officer Academy and transfer to the sworn position of Police Officer, the employee shall be paid at Step 2 of the salary range of Police Officer. The Trainee shall not qualify for Safety status while in the Academy.

15.~~6~~7 Salary Step After Military Leave

All employees who have been granted a military leave shall, upon their return to the City service, are entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

15.~~7~~8 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 by the City Manager.

15.~~8~~9 Salary Step After Promotion or Demotion

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%) but in no case less than four percent (4%) above the rate he has been receiving, except that the next step shall not exceed the maximum salary of the higher class. 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 he is demoted, and the specific rate of pay within the range shall be final.

15.~~9~~10 Salary On Reinstatement

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

~~**15.10 Market Salary Survey**~~

~~The City and the Association agree to conduct a joint "total compensation" survey of six (6) agencies above and six (6) agencies below the population of the City of Stockton, as determined by the most updated publication of the U.S. Bureau of the Census or a State of California Department of Finance publication, whichever is most current. The purpose of the survey shall be to determine the City's position among the agencies surveyed and enable the City to make such adjustments as may be necessary to bring the City to a position at the bottom of the top one-third (1/3) of agencies surveyed.~~

~~The first survey shall be applied January 1, 2006, as set forth in Appendix A. The second survey will be applied in conjunction with the July 1, 2008, salary adjustment listed in Appendix A.~~

~~The City and the Association agree to begin the joint total compensation survey on October 1, 2005, for the adjustment to be made effective January 1, 2006, and May 1, 2008, for the adjustment to be made effective July 1, 2008.~~

~~For purposes of the survey, "total compensation" shall consist of the top step of base salary for the position of Police Officer, plus the dollar equivalent value of the following benefits: City-paid employer and employee P.E.R.S. contributions; City-paid deferred compensation contributions; City-paid contributions to retiree medical for other than the pay-as-you go amount for current retiree (beginning with 2008 study); the City cost to provide the City health (employee + family~~

~~coverage), dental, vision, life insurance, long-term disability; City-paid uniform allowance, P.O.S.T. intermediate certificates, holidays, vacation, sick leave, educational incentive pay, longevity pay at sixth year of service, and any other specialty pay affecting 50% of the unit members. To the extent possible, comparisons with the surveyed agencies shall be made between like positions and benefits.~~

~~Application Method For Market Salary Survey July 1, 2008~~

~~Examples of how this provision shall be applied on July 1, 2008, is as follows: If the total compensation survey conducted in 2008 indicates that as of July 1, 2008, it would take an increase of five percent (5.0%) to bring total compensation (as defined in this section) to a position at the bottom of the top one-third (1/3) of the surveyed agencies, the Association's members would receive on July 1, 2008, a two and one-half percent (2.5%) increase as set forth in Appendix A based on the CPI percentage, plus an additional two and one-half percent (2.5%) increase as a result of this section. If, on the other hand, the total compensation survey conducted in 2008 indicates that as of July 1, 2008, it would take an increase of two percent (2.0%) to bring the total compensation figure to a position at the bottom of the top one-third (1/3) of the surveyed agencies, the Association's members would receive on July 1, 2008, a two and one-half percent (2.5%) increase as set forth in Appendix A based on the CPI percentage, but no additional increase as a result of this section.~~

~~All Market Salary Survey adjustments shall be calculated to the nearest one-tenth of one percent, and shall be made at the first step of the salary range for each classification covered by this Memorandum of Understanding~~

SECTION 16. RESIDENCY

All sworn public safety officers in the employ of the City of Stockton shall reside within a geographic area from which they can reach **the Police Department** ~~City Hall~~ within forty-five (45) minutes.

SECTION 17. SEVERABILITY OF PROVISIONS

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

SECTION 18. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

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

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

SECTION 19. SCOPE OF AGREEMENT

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

SECTION 20. DURATION

All provisions of this Memorandum of Understanding shall be effective July 1, **2012** ~~July 1, 2005~~, and shall remain in full force and effect to and including the 30th day of June, ~~2010~~ **2013.** ~~and shall continue thereafter from year to year unless at least sixty (60) days prior to the expiration date of June 30, 2010, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.~~

AB 506 LABOR MEDIATION PROPOSAL

SECTION 21. MAINTENANCE OF OPERATIONS

(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 hereby agrees that during the course of negotiations necessary to conclude a successor Agreement to this Memorandum of Understanding, 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, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

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

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

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

AB 506 LABOR MEDIATION PROPOSAL

SECTION 22. CITY RIGHTS

(a) The Association recognizes that the rights of the City derive from the Constitution of the State of California and the Government Code and not from the Memorandum of Understanding. All matters not specifically addressed in this Memorandum of Understanding are reserved to the City.

(b) The Association recognizes and agrees that the exercise of the express and implied powers, rights, duties and responsibilities by the City, such as, the adoption of policies, rules, regulations and practices, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum of Understanding.

(c) The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing these services limited only by the specific and express terms of this Memorandum of Understanding. The exclusive rights of the City shall include but not be limited to, the right to determine the organization of City government and the mission of its constituent agencies; to determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used, the right to introduce new or improved methods or facilities, and to change or alter personnel, methods, means, materials and facilities, to exercise control and discretion over its organization and operations through its managerial employees; to establish and effect rules and regulations consistent with applicable law and the specific and express provisions of this Memorandum of Understanding; to establish and implement standards of selecting City personnel and standards for continued employment with the City; to direct to workforce by determining the work to be performed, the personnel who shall perform the work, assigning overtime and scheduling the work; to take disciplinary action; to relieve its employees from duty because of lack of work or funds; to determine whether goods or services shall be made, purchased or contracted for; and to otherwise act in the interest of efficient service to the community.

(d) In cases of emergency when the City determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

SECTION 23. CONCLUSIVENESS

(a) The specific provisions contained in this Agreement constitute the entire and sole agreement between the City and the Association and shall prevail over existing City ordinances, resolutions, rules and regulations, policies, procedures and practices wherever there is a direct conflict between previous written policies and practices a specifically contradictory term of this Agreement. Existing written policies, rules, regulations, ordinances and resolution shall be amended to conform to the terms of this Agreement. Only those policies and practices directly and expressly revised by this Agreement shall be deemed to be modified by this Agreement.

(b) All matters not addressed specifically and expressly by this Agreement are, and shall continue to be, within the exclusive decision-making authority of the City and shall not be in any way, directly or indirectly, subject to any grievance procedure.

(c) This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the City and the Association in a written and signed amendment to this Agreement.

APPENDIX "A"

SALARY ADJUSTMENT FOR CALENDAR YEAR 2006

~~**(See Section 15.10 – Market Salary Survey – January 1, 2006)**~~

~~SALARY ADJUSTMENTS FOR FISCAL YEARS 2007, 2008, and 2009~~

~~Effective July 1, 2007, July 1, 2008, and July 1, 2009, the Salary Schedule shall provide salary rates according to the following formula:~~

~~Salary adjustments effective July 1, 2007, July 1, 2008, and July 1, 2009, shall be equal to the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W), for 12-month period preceding the May Index of each fiscal year. The salary adjustments shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6.0%). (For example, CPI-W of nine percent (9.0%) would result in a six percent (6.0%) adjustment, and a CPI-W of two percent (2.0%) would result in a two and one-half (2.5%) adjustment.)~~

AB 506 LABOR MEDIATION PROPOSAL

APPENDIX "B"

RELEASE OF CLAIMS RELATED TO 2010 AND 2011 DECLARATIONS OF FISCAL EMERGENCY AND RELATED ACTIONS

1. The Stockton Police Officers' Association (defined herein as including without limitation the SPOA's members, bargaining unit members, officials, attorneys and affiliates) agrees to release the City of Stockton (including without limitation its officers, employees, council members, attorneys, agents and assigns) from any and all liability arising out of or related to the City's declarations of fiscal emergency on May 26, 2010, May 17, 2011 and February 28, 2012, including any and all actions taken by the City of Stockton and its employees, officers, council members, attorneys, agents and assigns prior to the effective date of this Release pursuant to the declarations of fiscal emergency, including but not limited to, the Resolution affecting the terms and conditions of employment of past, present or future sworn employees in the City's Police Department (Resolution Nos. 1502-01, 11-0114 and 10-0160). By entering this agreement, the SPOA releases the City of any and all liability related to loss of wages and benefits, and other changes to terms and conditions of employment that resulted from or are related to the City's 2010 and 2011 emergency declarations and related actions taken pursuant to those declarations prior to the effective date of this Release.

2. SPOA and the City understand and expressly agree that this Release extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future, arising from or attributable to the City's emergency declarations for actions taken prior to the effective date of this Release pursuant to those declarations. The parties acknowledge that any and all rights granted to the parties under Section 1542 of the California Civil Code or any analogous state or federal law or regulation, are hereby expressly waived. The parties recognize and acknowledge that the factors which have induced them to enter into this Agreement might turn out to be incorrect or different from what they had previously anticipated, and the parties expressly assume all of the risks of this waiver of California Civil Code Section 1542. Section 1542 of the California Civil Code, reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

3. In consideration of the foregoing promises and other considerations, the SPOA, for itself, its attorneys, members, officers, directors, represented employees and affiliates, hereby fully and forever releases, discharges and covenants not to sue or otherwise institute in any way, actively participate in or voluntarily assist in any legal or administrative proceedings against the City connected to the actions or omissions occurring on or before the effective date of this Release. This includes the immediate withdrawal of all litigation, grievances, demands for arbitration, and administrative claims, including but not limited to Case No. 39-2010-00245097-CU-WM-STK currently before the Superior Court for the County of San Joaquin. SPOA will dismiss any and all cases, including Case No. 39-2010-00245097-CU-WM-STK, with prejudice.

4. The effective date of the Release shall be the date of the City Council's approval of the 2012 – 2013 MOU between the City and the Stockton Police Officers' Association; provided, however, that the parties agree to stay all litigation, arbitration, or other legal or administrative proceedings as of the effective date of this Release until both parties have an adequate opportunity to ratify. The parties shall inform all courts, arbitrators or administrative bodies in which any matter released herein is pending that the matter has been temporarily stayed pending ratification by the parties.

5. All parties expressly waive any right to recover attorneys' fees and costs.

AB 506 LABOR MEDIATION PROPOSAL

INDEX

Absence Without Leave 21-22
Acting Pay 35-36
Application for and Approval of Leaves of Absence Without Pay 21
Association Recognition 2
Association Security 3-5
Attendance at Meetings by Employees/
Release Time Bank/Association Release Time 4-5
Bereavement Leave 20
Bilingual Pay 35
Call-Back Policy 25
Canine Handler Compensation 33
City Recognition 2
City Rights 52
Compensation and Allowances Other Than Base Salary 29-36
Compensation for Hirebacks 26
Compensatory Time 26
Compliance with Federal Laws 6
Conclusiveness 52
Court Appearance 19
Court Appearance Pay While in Off Duty Status 25
Days and Hours of Work 24
Deferred Compensation 33
Discipline 12
Doctor's Certificate or Other Proof 18
Dues Deduction 3-4
Duration 50
Educational Incentive Pay 31
Employee Options (Layoff) 10
EOD Compensation 34
Equestrian Officer Compensation 34
Fair Labor Standards Act 6
Field Training Officer Compensation 34
Filing Deadline (Grievance) 13
Grievance Procedures 13
Grievance Processing 13
Health Insurance and Related Benefits 37-44
Holiday Compensation 28

Holidays 28

Holidays Observed by the City 28
Indemnity and Refund 5
Insurance Plans 37-44
Layoff 9-10
Layoff Scope 9
Leave of Absence 20
Leave of Absence Without Pay 21
Leaves 17-23
Legal Defense Fund 31
Life Insurance 44
Long Term Disability Insurance 44
Longevity Increment Pay for Police Officer 32
Longevity Increment Pay for Police Sergeant 32
Maintenance of Operations 51
Master Officer Program 34-35
Meal Periods 24
Military Leave 18-19
Military Service Credit 29
Motorcycle Officer Compensation 34
Notice of Layoff 9
Original Entrance Positions 7
Overtime 25-27
Overtime Compensation 25
Other Provisions (Grievance) 15-16
Past Practices and Existing Memoranda of Understanding 50
Payment for Unused Sick Leave 32
P.E.R.S. 3% at Age 50 Retirement 30
P.E.R.S. Credit for Professional Growth (Earned Time) 30
P.E.R.S. Fourth Level 1959 Survivors Benefit 30
P.E.R.S. Police Officer Trainee (Non Sworn) 29
P.O.S.T. Educational Incentive Pay 31
Precedence by Employment Status 9
Probationer Advanced to Higher Rank 8
Probationary Period 7-8
Procedures for Requesting and Approving Sick Leave 17
Professional Growth Increment – Appointments made prior to January 1, 1999 32
Professional Growth Increment – Appointments made on or before January 1, 1999 32
Promotional Positions 7
Recognition 2
Reemployment/Reinstatement 10
Refusal of Leave or Failure to Return After Leave 21

Regular Work Week 24
Regular Work Week for Patrol 24
Residency 50
Retention/Rejection of Probationer 7-8
Retirement Medical Allowance 38-40
Retirement Contribution Supplement 29
Salary Equivalents 45
Salary on Reinstatement 48
Salary Plan 45-49
Salary Ranges 45
Salary Step After Military Leave 47
Salary Step After Promotion or Demotion 47
Salary Step Plan - 6 Step Plan (Appointment prior to January 1, 1999) 45-46
Salary Step Plan - 9 Step Plan (Appointment on or after January 1, 1999) 45-47
Salary Step Plan - Non Sworn Police Officer Trainee 47
Salary Step When Salary Range is Increased 47
Salary Survey 48
Salary Upon Appointment 45
Scope of Agreement 50
Scope of Arbitration 14
Severability of Provisions 50
Sick Leave 17
Sick Leave Accrual 17
Sick Leave Usage 17
Sick Leave Usage for Family 17
Standby Compensation 26-27
Supplemental Retirement Medical Allowance 38-39
SWAT Compensation 34
Uniform Allowance 30
Use of City Facilities 4
Use of Sick Leave While on Vacation 18
Vacation Accumulation 22
Vacation Allowance 22-23
Vacation Allowance for Separated Employees 22-23
Vacation Leave 22
Vacation Schedule 22
Vacation Cash Payment Option 23
Voluntary Court Standby 27
Voluntary Demotion (Employee Options) 10
Voluntary Resignation 22-23
Workers' Compensation Leave 20

Workweek 24

CITY OF STOCKTON

MID-MANAGEMENT/SUPERVISORY LEVEL MEMORANDUM OF UNDERSTANDING

The Stockton Mid-Management/Supervisory Level bargaining unit and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees employed in the representation unit identified in Section 1, have exchanged freely information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing January 1, 2009, and ending June 30, ~~2014~~ **2013.**

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

SECTION 1. RECOGNITION

1.1 City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereinafter referred to as the "City" in employer-employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.

1.2 Association Recognition

The City of Stockton Management B & C Employees Group, hereinafter referred to as "Association", is the recognized employee organization for the Mid-Management/Supervisory Level Bargaining Unit certified pursuant to Resolution No. 91-0014, adopted by the City Council on January 2, 1991.

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 the procedures prescribed by the City for such deductions. The Association has exclusive privilege of dues deduction for its members.

Payroll deduction shall be for a specified amount and consistent for all employee members of the Association and shall not include fines, fees, and/or assessments.

(b) Authorization Required. Authorization, cancellation or modification of the payroll deduction shall be made upon forms provided or approved by the City. The payroll deduction authorized 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.

(c) Authorization Not Required to Dues Increases. Additional authorization shall not be required for deduction of increased membership dues when such increase has been duly approved by the membership of the Association. Notification of such approval shall be forwarded to the City in the form of written notice of official Association letterhead and signed by the Association President or other duly authorized Association official. Upon receipt of notification, the City shall authorize the payroll deduction of the increased amount.

(d) Transmittal of Association Dues. 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.

(e) Other Deductions. 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 deduction shall occur only upon signed authorization from the employee upon a form satisfactory to the City. Such authorization may be made or changed no more frequently than yearly.

(f) **Effect of Non-Pay Status on Dues Check-Off.** 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 withholding 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 a pay status during the 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)~~**(g)** 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 the account of check-off of Association dues or premiums for benefits. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of a written document demonstrating the error.

[ALL ADDITIONS ADDED BY 2009 SIDELETTER]

2.2 Use of City Facilities

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.

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

City buildings and other facilities may be made available for use by City employees or the Association or their representative in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

Members of the Association are prohibited from using City equipment and/or time for their own personal use.

2.3 Advanced Notification

Except in cases of emergency, reasonable advance written notice shall be given to the Association if related 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 practical date thereafter, the Association shall be provided with the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representatives designated by the City Manager.

2.4 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.

The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. **Time spent for these purposes while a representative is not scheduled to work shall not be compensated by the City and shall not be considered as hours worked.** Such employee representatives shall request an excused absence, prior to the scheduled meeting whenever possible. Except by mutual agreement the number of employees excused for such purposes shall not exceed three (3) employees.

2.5 Maintenance of Membership

(a) Association membership is not a mandatory condition of employment for any employee covered by this Agreement. However, any employee covered by this Agreement, who is an Association member on or after the date of this Agreement is ratified by the Association membership, shall continue to pay to the Association those dues or fees regularly charged members of the Association in good standing for the life of this Agreement.

(b) Every employee who is a member of the Association shall have the right to withdraw from membership no sooner than 120 days or no later than 60

days of the expiration date of this Agreement, as contained in Section 19 Duration of Agreement. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this Section.

(c) Upon return from leaves of absence, the City shall reinstate the payroll deduction of Association dues for those employees who are on dues check-off immediately prior to taking leave, provided that the employee has not authorized cancellation of dues check-off in accordance with the prescribed provision or the Agreement under which they were a member has not expired.

(d) Enforcement of this Section shall be the responsibility of the Association, utilizing appropriate civil procedures.

SECTION 3. COMPLIANCE WITH FEDERAL LAWS

3.1 Non-Discrimination

(a) Non-Discrimination. The City and the Union agree that there shall be no discrimination of any kind because of **age (over 40),** race, creed, color, religion, national origin, **ancestry), veterans status, physical or mental disability, marital status, sexual orientation,** sex **(sexual, gender based, pregnancy/childbirth)**, political affiliation or legitimate union activity **or on any other basis prohibited by applicable federal and State law** against any employee or applicant for employment. **In addition, the Union shall cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.** ~~; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age.~~

(b) The Association shall cooperate with the City**, to the extent authorized by federal and State laws and regulations,** in the objective of Equal Employment Opportunities, as defined by Federal and State regulations.

SECTION 4. PROBATION

4.1 Supervisory Level

Original and promotional appointments shall be tentative and subject to a probationary period of six (6) months. The probationary period shall not be extended.

Supervising Librarian. Original and promotional appointments shall be tentative and subject to a probationary period of twelve (12) months. The probationary period shall not be extended.

4.2 Mid-Management Level

All Mid-Management Level positions are considered to be salaried employees. They do not have Civil Service status. Employment and separation of employment will be consistent with State Law.

4.3 Retention/Rejection of Probationer

During the probationary period a Mid-Management/Supervisory level employee may be rejected at any time by the appointing authority. Any employee who held a position in the classified service and subsequently appointed to a position in the unclassified service and subsequently removed from such position that employee shall have the right to be employed in a position comparable to his/her formerly held position in the classified service from which he/she was promoted unless charges are filed and he/she is discharged in the manner provided in section 7 of this Memorandum of Understanding, the Civil Service Rules and Regulations, the Stockton Municipal Code, and/or any other applicable City policy.

SECTION 5. LAYOFF

5.1 Layoff

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

5.2 Layoff Scope

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

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

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

5.3 Notice of Layoff

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

5.4 Precedence by Employment Status

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

status shall be as follows:

(a) First, seasonal employees;

(b) Second, provisional employees;

(c) Third, temporary employees; and

(d) Fourth, probationary employees.

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

The following provisions shall apply in computing total continuing service:

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

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

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

(d) If two (2) or more employees have the same seniority, the order of seniority shall be determined ~~by lot~~ **by their respective ranking on the eligibility list for hire.**

If two (2) or more employees have the same seniority, but were not hired from a ranked eligibility list, the order of seniority shall be determined by lot.

If two (2) or more employees have the same seniority, but were hired from separate ranked eligibility lists, the order of seniority shall be determined by lot.

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

5.5 Order of Layoff and Employee Options

Reduction in force shall occur in the following order:

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

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

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

(b) Seniority for the purposes of application of the layoff procedure in section 5 is determined by total City employment, excluding employment as a seasonal, provisional, or temporary employee.

(c) Comparability of employee classifications for the purposes of application of the layoff procedure in section 5 shall be determined by the Director of Human Resources.

(d) An employee displaced in accordance with section 5 shall be laid off in the same manner as an employee whose position has been abolished.

5.6 Health and Welfare Benefits During Layoff

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

5.7 Voluntary Layoff

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

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

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

(c) The names of employees who elect to be voluntarily laid off will be placed on reemployment lists in accordance with section 6.

SECTION 6. REEMPLOYMENT

(a) When an employee in the classified service who has been performing his/her duties in a satisfactory manner, as shown by the records of the department in which he/she has been employed, is laid off because of lack of funds or abolition of his/her position or has been on authorized leave of absence and is ready to report for duty when a position is open, the City shall cause the name of such employee to be placed on reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur. The employee shall not be placed on said list or lists without his/her request. **An employee who waives reemployment shall have his/her name removed from this reemployment list unless mutually agreed to by the Department and employee.**

(b) The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means "last laid off, first rehired."

(c) In filling vacancies, eligibles on the reemployment lists take precedence over eligibles on any other list for the same class in the department for which the lists apply.

SECTION 7. DISCIPLINE

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

The appointing authority may discharge, suspend, or demote any employee provided the Stockton Municipal Code provisions and the rules and regulations of the Civil Service Commission and any applicable provisions of law are followed. The Supervisory Level employee may take any one (1) of the following actions:

(a) File no grievance.

(b) File a grievance as provided for in Section 8.1 within ten (10) business days of written notification of the action.

(c) File an appeal within ten (10) business days of written notification of the action with the Civil Service Commission as appropriate for Supervisory Level employees.

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

SECTION 8. GRIEVANCE PROCEDURE

8.1 Definition

A grievance is any dispute which involves the interpretation or application of the Memorandum of Understanding or appropriate disciplinary action (Supervisory Level employees only) in lieu of a Civil Service Commission appeal.

8.2 Filing Deadline

No grievance involving demotion, suspension, discharge or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the time in which the affected employee received written notification of such action. All other grievances must be filed within thirty (30) calendar days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

8.3 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 ten (10) business days from the day of presentation or if the employee elects to submit the grievance directly to the Association recognized as the representative of that employee's classification, the procedures hereinafter specified may be invoked.

(b) Step 2 - Director of Human Resources Review. If the employee is not satisfied with the response at Step 1, then the employee may appeal the grievance to the Director of Human Resources within ten (10) business 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 Human Resources shall have twenty (20) business days in which to review the issues and respond to the appeal. No grievance may be processed under the following two (2) paragraphs, which has not first been filed and reviewed in accordance with this paragraph unless the Director of Human Resources 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) business days of the decision of Step 2, request Step 3. Upon mutual agreement of Step 3, the City will request a representative from the State of California Mediation/Conciliation Service to review the grievance and make non-binding recommendations to assist the parties in resolving the grievance. The State 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 Human Resources fails to respond within the time limit in Step 2, the grievance may be moved to Step 4 within twenty (20) business days. The grievance will 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/Conciliation Service, 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.

8.4 Scope of Arbitration

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 8.1.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrated and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator selected pursuant to this section shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

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

8.5 Other Provisions

If the Director of Human Resources in pursuance of the procedures outlined above resolve a grievance which involves suspension or discharge, he/she 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 judgment for the judgment of Management and if he finds that the City had such right, he may not order reinstatement and may not assess any penalty upon the City.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the department at Step 1. Only complaints which allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding 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.

The provisions of this Section shall not abridge any right to which an employee may be entitled under the Stockton Municipal Code and/or Civil Service Rules and Regulations, nor shall it be administered in a manner, which would abrogate any power, which may be within the sole province and discretion of the Civil Service Commission. Reference to Civil Service Commission is limited to Supervisory Level employees.

All grievances of employees in the representation unit represented by the Association shall be processed under this Section. If the Stockton Municipal Code and/or the Civil Service Rules and Regulations requires that differing options be available to the employee, no action under paragraph (d) of subsection 8.3 above shall be taken unless it is determined that the employee is not availing himself of such option.

No action under paragraph (d) of subsection 8.3 above 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 Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

SECTION 9. LEAVES

9.1 Vacation - Mid-Management Level – FLSA Exempt Employees

~~(a) The vacation plan for Mid-Management Level employees shall provide for a flat annual allowance, a maximum carry-over limit and a sell-back provision.~~

~~(b) Vacation Allowance. Mid-Management Level employees shall, on July 1, of each year, receive a vacation allowance, which shall be the employee's vacation entitlement for the fiscal year.~~

~~(1) Mid-Management Level employees shall receive twenty (20) days with fifteen (15) years or less of continuous City service.~~

~~(2) Mid-Management Level employees shall receive twenty-five (25) days after fifteen (15) years and up to twenty-five (25) years of continuous City service.~~

~~(3) Mid-Management Level employees shall receive one (1) additional day vacation allowance for each year of continuous City service beyond twenty-five (25) years.~~

(a) Effective July 1, 2012, Mid-management FLSA exempt employees shall accrue vacation leave with pay in accordance with the following schedule:

(1)..... Less than 1-1/2 years continuous employment .....120 hours/year

(2)..... After 1-1/2 years up to 7 1/2 years ..... 148 hours/year

(3)..... After 7-1/2 years up to 15 years ..... 188 hours/year

(4)..... After 15 years up to 25 years..... 229 hours/year

(5)..... Eight (8) additional hours hence for each completed year of service in excess of twenty-five (25) years.

(6)..... E

mployees shall accrue vacation on a twice-monthly payroll basis.

~~(c)~~**(b) Maximum Vacation Accrual.** ~~Vacation Carryover Maximum.~~

~~Mid-Management Level employees shall be granted a maximum carry-over of one (1) previous year's vacation allowance plus fifteen (15) days as of June 30, of any year.~~

Employees reaching the maximum hours shall stop accruing additional hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception. Effective July 1, 2012, the following maximum vacation accruals shall take effect. For employees who on July 1, 2012 have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation to get under the maximum allowed. If an employee does not get below the maximum by June 30, 2013, they shall retain their existing earned vacation, but shall not earn any additional vacation until they are under the maximum vacation accrual allowed.

The maximum number of vacation hours that employees on a 40 hour workweek shall accrue are as follows:

Under 1.5 years	**200 hours**
1.5 – 7.5 years	**320 hours**
7.5 – 15 years	**360 hours**
15 – 25 years	**400 hours**
25 years	**408 hours**
26 years	**416 hours**
27 years	**424 hours**
28 years plus	**8 hours each additional year**

~~(d) Vacation Carryover in Excess of Maximum.~~

~~(1) Whenever an employee's vacation hours exceed the maximum vacation carryover provision, the excess hours shall automatically be credited to the employee's sick leave balance at the end of the fiscal year.~~

~~(2) Mid-Management Level employees may carry-over vacation time in excess of the maximum allowance, as referenced above, when the vacation hours remains because of being in a paid status during a period of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.~~

9.2 Vacation - Supervisory Level – FLSA Non-Exempt Employees

~~(a) The vacation plan for Supervisory Level employees shall provide for a flat annual allowance, a maximum carry-over limit and a sell-back provision.~~

(a) Vacation Allowance **(40-hour workweek)** . **Effective July 1, 2012,** Supervisory Level **FLSA non-exempt** employees **on a forty-hour workweek** shall ~~on July 1, of each year,~~ receive a vacation allowance **in accordance with the following schedule**, ~~which shall be the employee's vacation entitlement for the fiscal year.~~

~~(1) Supervisory Level employees shall receive fifteen (15) days with between one and one-half (1 1/2) and seven and one-half (7 1/2) five (5) years or less of continuous City service.~~

~~(2) Supervisory Level employees shall receive with twenty (20) days after five (5) years of continuous City service.~~

~~(3) Supervisory Level employees shall receive twenty-five (25) days after fifteen (15) years and up to twenty-five (25) years of continuous City service.~~

~~(4) Supervisory Level employees shall receive one (1) additional day vacation allowance for each year of continuous City service beyond twenty-five (25) years.~~

(1) Less than one and one-half (1-1/2) years continuous employment ..... 80 hours/year.

(2) After one and one-half (1-1/2) to seven and one-half (7-1/2) years continuous employment ..... 108 hours/year.

(3) After seven and one-half (7-1/2) to fifteen (15) years continuous employment..... 144 hours/year.

(4) After fifteen (15) to twenty-five (25) years continuous employment ..... 189 hours/year.

(5) Thereafter, seven (7) additional hours for each completed year of service in excess of twenty-five (25) years.

(b) Maximum Vacation Accrual. ~~Supervisory Level employees shall~~

~~be granted a maximum carry-over of one (1) previous year's vacation allowance plus fifteen (15) days as of June 30, of any~~ year **Supervisory employees on a 40-hour workweek reaching the maximum hours shall stop accruing additional hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception. Effective July 1, 2012, the following maximum vacation accruals shall take effect. For employees who on July 1, 2012 have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation to get under the maximum allowed. If an employee does not get below the maximum by June 30, 2013, they shall retain their existing earned vacation, but shall not earn any additional vacation until they are under the maximum vacation accrual allowed.**

The maximum number of vacation hours that employees on a 40 hour workweek shall accrue are as follows:

Under 1.5 years	**120 hours (15 days for 8 hour shift)**
1.5 – 7.5 years	**240 hours (30 days for 8 hour shift)**
7.5 – 15 years	**280 hours (35 days for 8 hour shift)**
15 – 25 years	**320 hours (40 days for 8 hour shift)**
26 years	**328 hours (41 days for 8 hour shift)**
27 years	**336 hours (42 days for 8 hour shift)**
28 years	**344 hours (43 days for 8 hour shift)**
29 years	**352 hours (44 days for 8 hour shift)**

For every year of service beyond 29, the employee is allowed to add an additional seven (7) hours to the maximum accrual cap.

~~(d) Vacation Carryover in Excess of Maximum.~~

~~(1) Whenever an employee's vacation hours exceed the maximum vacation carryover provision, the excess hours shall automatically be credited to the employee's sick leave balance at the end of the fiscal year.~~

~~(2) Supervisory Level employees may carry-over vacation time in excess of the maximum allowance, as referenced above, when the vacation hours remains because of being in a paid status during a period of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.~~

(c) Vacation Allowance (56-hour workweek). Supervisory FLSA non-exempt employees on a 56-hour workweek shall receive a vacation allowance, in accordance with the following schedule:

(1) Less than one and one-half (1-1/2) years continuous employment ..... 120 hours/year.

(2) After one and one-half (1-1/2) to seven and one-half (7-1/2) years continuous employment ..... 162 hours/year.

(3) After seven and one-half (7-1/2) to fifteen (15) years continuous employment..... 216 hours/year.

(4) After fifteen (15) to twenty-five (25) years continuous employment ..... 283.5 hours/year.

(5) Thereafter, 10.5 additional hours for each completed year of service in excess of twenty-five (25) years.

(6) Employees shall accrue vacation on a twice-monthly payroll basis

(d) Maximum Vacation Accrual. Employees on a 56-hour workweek reaching the maximum hours shall stop accruing additional hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception. Effective July 1, 2012, the following maximum vacation accruals shall take effect. For employees who on July 1, 2012 have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation to get under the maximum allowed. If an employee does not get below the maximum by June 30, 2013, they shall retain their existing earned vacation, but shall not earn any additional vacation until they are under the maximum vacation accrual allowed.
accrual allowed.

The maximum number of vacation hours that employees on a 56 hour workweek shall accrue are as follows:

Under 1.5 years	**300 hours**
1.5 – 7.5 years	**360 hours**
7.5 – 15 years	**420 hours**
15 – 25 years	**480 hours**
26 years	**492 hours**
27 years	**504 hours**
28 years	**516 hours**
29 years	**528 hours**
29 plus years	**7 hours each additional year**

(c) ~~(e)~~ **Vacation Sell-Back Maximum.**

9.3 Vacation Sell-back **for All Employees in this Unit**~~Allowance~~. **An** ~~Such~~ employee~~s~~ **may elect to sell back** ~~are allowed~~ a maximum of ~~one-hundred and twenty (120) hours per fiscal year~~ **forty (40) hours of his/her unused accumulated vacation balance after the use of a scheduled vacation of forty (40) consecutive hours or more. This option may be exercised once per calendar year, except this option is suspended during furlough or fiscal emergency periods.** ~~To qualify for this sell-back benefit, an employee must have used either in the preceding or current fiscal year a minimum of eighty (80) vacation hours.~~

9.4 Vacation Allowance for Separated Employees in this Unit:

When an employee is separated from service between February 17, 2012 and July 1, 2014, the employee's remaining vacation allowance, if any, shall be paid as follows:

(1) Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated vacation hours.

(2) On the one year anniversary of employee's separation, he/she shall receive the second payment of one third (1/3) or $10,000, whichever is greater, of the balance of his/her unused accumulated vacation hours.

(3) On the second anniversary of separation, he/she shall receive the balance payment of the unused accumulated vacation hours.

(4) Employees who are involuntarily separated shall have their unused accumulated vacation hours, if any, added to his/her final compensation.

9.~~3~~5 Sick Leave

(a) Accrual. All regular employees, except provisional, temporary and extra-help employees, each shall accrue sick leave at the rate of ~~ten (10)~~ **eight (8)** hours for full month of service. All regular employee, except

provisional, temporary and extra-help employees, working less than a full month shall 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 **hours**~~days~~, which the employee would normally have worked, to a maximum of sick leave hours accrued.

An employee may use sick leave for preventive medical, dental, optical care, illness, injury or exposure to contagious disease, which incapacitates him/her from performing his/her duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

(c) Family Sick Leave. **In accordance with California Labor Code section 233 ("Kin Care"), ~~E~~employees** may utilize **up to on-half of the employee's annual** sick leave **accrual to care for an illness or injury of the**~~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.~~

~~Employees may utilize up to one-half of their annual sick leave accrual in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care that otherwise would not be covered by the FMLA or CFRA leaves.~~

For the purpose of this Section, such sick 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, grandchild, and registered domestic partner. **The employee's "child" includes a biological, foster, or adopted child, a stepchild, a legal ward, a child of the employee's registered domestic partner, or a child to whom the employee stands *in loco parentis.***

(d) Procedures for Requesting and Approving Sick Leave. When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request authorization for such sick leave from the department head prior to such absence. In all other instances, the employee shall notify his/her supervisor as promptly as possible of his/her absence.

Before an employee may be paid for the use of accrued sick leave, he/she shall complete and submit to his/her department head a signed statement,

on a prescribed form, stating the dates and hours of absence, the exact reason, and such other information as is necessary for his/her request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head.

(e) Doctor's Certificate or Other Proof. **The Director of Human Resources may require a doctor's certificate or other reasonable proof of illness as he/she deems necessary in order for an employee to receive an excused absence from work and sick leave pay. . The employee shall be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay.** ~~If an employee's illness results in an absence from work for more than three (3) consecutive days, then a doctor's certificate or other reasonable proof of illness may be required by the department head.~~

~~The department head and the Director of Human Resources may make such sick leave usage reviews and may require such physician's documentation, as they deem necessary to insure proper use of the sick leave benefit.~~

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

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

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

(g) Payment for Unused Sick Leave. **Effective February 17, 2012, all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave.** ~~Upon separation with ten (10) years or more of employment; or upon termination 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~~**.**

(h) CalPERS Service Credit for Unused Sick Leave.

Employees shall be eligible for CalPERS service credit for unused sick leave at retirement based on the PERS contract provisions in effect at the time of their hire. In 2011, the parties have agreed to the implementation of a new retirement tier and employees hired after the implementation of that new tier will not be eligible for unused sick leave service credit.

9.4 Other Leaves With Pay

(a) Bereavement Leave. In the event of a death in the immediate family of an employee, he/she shall, upon request be granted up to three (3) days bereavement leave with pay without charge to his/her accumulated sick leave credits or vacation eligibility. For the purposes of this paragraph, the immediate family shall be restricted to the employee's parents, current step parents, spouse, mother-in-law, father-in-law, child, stepchild, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and registered domestic partner.

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 accumulated sick leave credits.

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

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

~~Jury duty or witness duty appearances shall be considered in terms of "whole days" (8 hours) or "half days" (4 hours) of service.~~ If an employee is not due to appear for jury duty or as a witness until an afternoon court session, the employee will be expected to work his usual morning schedule. If an employee is required to appear for a morning court session and is sent home before noon and not required to return in the afternoon, the employee will be expected to work his usual afternoon

schedule.

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.

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 not a party, together with travel time necessarily involved, shall not be considered absent from work 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 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) calendar 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 service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

All probationary employees inducted into the Military Service not having served the minimum probationary period of six (6) months, 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.

9.5 Workers' Compensation Leave

~~Whenever any member of this unit, is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to a leave of absence while so disabled without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one year, or until such earlier date as he/she is retired on permanent disability pension.~~

~~If injury is claimed to be job related or a recurrence of a previous job related sickness or injury, it must be verified with a written physician's statement. Otherwise disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received.~~

(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.

(b) Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. Any employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.6 Leave of Absence

Employees shall not be entitled to leave of absence as a matter of right, but only in accordance with the provisions of law and the City of Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification, as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the department head under this Section shall be subject to review by the Director of Human Resources, whose ruling shall be final.

Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereinafter.

The entitlement to City payment of premium shall end on the last day of the month in which the employee was paid except that employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plan by prepayment of the monthly premium during the authorized leave of absence.

Authorized absence without pay which exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee is required to be absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustment.

9.7 Leave of Absence Without Pay

(a) Purpose and Length. Only employees occupying regular positions on a regular basis are eligible for leaves of absence without pay under the provisions of this Section.
An appointing authority may grant leave of absence without pay for personal reasons up to a maximum of twelve (12) months with approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury, which are not job incurred, may be granted for a maximum period of twelve (12) months with approval of the Director of Human Resources. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

Such a leave will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.

(b) Application for and Approval of Leave of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to his/her department head and the Director of Human Resources describing the reasons for the request and all other information required for the department head, or his/her representative, to evaluate

the request. Leaves without pay may be cancelled by the department at any time.

9.8 Absence Without Official Leave (AWOL)

(a) Failure to Report to Duty 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 and shall be subject to discipline.

(b) Voluntary Resignation. Any employee in this bargaining unit absent without official leave for two (2) or more consecutive days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from the City of Stockton, except if the absence is due to a verified illness or injury.

9.9 Paternal/Adoption/Maternity/Pregnancy Leave

Family medical leave shall be in accordance with the Family Medical Leave Act ("FMLA") of 1993, the California Family Rights Act ("CFRA"), or Pregnancy Disability Leave ("PDL") and/or other applicable state and federal laws. **An employee may combine, but shall not be required to combine, any paid leave time with unpaid leave.**

SECTION 10. DAYS AND HOURS OF WORK

10.1 Workweek

(a) The workweek and hours of work are determined solely by the City. The normal workweek for employees in this unit shall consist of five (5) consecutive eight (8) hour days or a minimum total of forty (40) hours. Where needs of a department require deviations (as determined by the Department Head) from the present schedule, the Department Head may institute alternate work schedules.

(b) The department will (except in emergency situations) provide a ten (10) working day notice (prior to implementation) of any workweek and/or hours changes.

(c) Asparagus Festival Work Schedule. Employees assigned to work at City facilities within the designated "footprint area" of the Asparagus Festival may work any of the following work schedules during the Asparagus Festival:

(1) Option 1: Baseline Work Schedule.

Monday	Tuesday	Wednesday	Thursday	Friday
7:30am-5:30pm	7:30am-5:30pm	7:30am-5:30pm	7:30am-5:30pm	7:30am-11:30am OR 8:00am-12:00pm
9-hours paid time 1-hour unpaid	9-hours paid time 1-hour unpaid	9-hours paid time 1-hour unpaid	9-hours paid time 1-hour unpaid	4-hours paid time

Monday	Tuesday	Wednesday	Thursday	Friday
8:00am-5:30pm	8:00am-5:30pm	8:00am-5:30pm	8:00am-5:30pm	7:30am-11:30am OR 8:00am-12:00pm
9-hours paid time 1/2-hour unpaid	9-hours paid time 1/2-hour unpaid	9-hours paid time 1/2-hour unpaid	9-hours paid time 1/2-hour unpaid	4-hours paid time

(2) Option 2: Four Tens Work Schedule with Friday off.

Monday	Tuesday	Wednesday	Thursday	Friday
7:00am-6:00pm OR 8:00am-7:00pm	7:00am-6:00pm OR 8:00am-7:00pm	7:00am-6:00pm OR 8:00am-7:00pm	7:00am-6:00pm OR 8:00am-7:00pm	**OFF DAY**
10-hours paid time 1-hour unpaid	10-hours paid time 1-hour unpaid	10-hours paid time 1-hour unpaid	10-hours paid time 1-hour unpaid	0

Monday	Tuesday	Wednesday	Thursday	Friday
7:00am-5:30pm OR 8:00am-6:30pm	7:00am-5:30pm OR 8:00am-6:30pm	7:00am-5:30pm OR 8:00am-6:30pm	7:00am-5:30pm OR 8:00am-6:30pm	**OFF DAY**
10-hours paid time 1/2-hour unpaid	10-hours paid time 1/2-hour unpaid	10-hours paid time 1/2-hour unpaid	10-hours paid time 1/2-hour unpaid	0

(3) Option 3: Vacation or Compensatory Time. The department head or designee may approve the use of vacation leave or compensatory time, and/or may approve any additional alternative schedule to formulate an acceptable 40-hour work schedule.

(4) Employee preferences among the above approved scheduling options during the Asparagus Festival will be considered and accommodated by the City unless infeasible. Employees must notify their department heads of their scheduling preferences through their line of supervision.

10.2 Work Furloughs

(a) 48 Furlough Hours in Fiscal Years 2012-2013 and 2013-2014. Each employee, except Fire Telecommunication Supervisors and Police Telecommunications Supervisors, shall be required to take forty-eight (48) furlough hours (leave from work without pay) between July 1, 2012 and June 30, 2013 and again between July 1, 2013 and June 30, 2014.

(b) Exception to Standard Furlough Days for Some Employees. Employees shall adhere to the standard work furlough days shown **in the City-wide calendar** ~~in Section 10.2, paragraph (c) herein above~~; except

where it is impracticable for certain City departments or operations ~~(such as Police Telecommunication Supervisors, Fire Telecommunication Supervisors, and other public safety and essential services functions)~~. In such cases, ~~eighty (80)~~ furlough hours must be scheduled between the employee and his/her manager or supervisor and the employee must use ~~eighty (80)~~ furlough hours no later than June 30**, of each corresponding fiscal year** ~~2009.~~

(c) Equalized Payroll Deductions. Payroll deductions for the forty-eight (48) furlough hours in Fiscal Years 2012-2013 and 2013-2014 shall be equalized so that each bargaining unit employee shall have two (2) hours at the employee's regular hourly rate of pay deducted from each of the twenty-four (24) pay warrants in Fiscal Year 2012-2013 and Fiscal Year 2013-2014. The City shall publish and provide the citywide Furlough Schedule in June 2012 for the fiscal year 2012-2013 and June 2013 for the fiscal year 2013-2014.

~~(f)~~ **(**d) Health and Welfare and Other Benefits Not Affected. Notwithstanding the occurrence of furloughs, Association members shall continue to receive the full amount and application of all fringe benefits including, without limitation and by way of illustration, City contribution to health and welfare benefits, accrued vacation leave, accrued sick leave, etc.

(e) Separation from City Service before July 7, 2013 Any B&C represented employee who separates from City service before the final 2 hour furlough deduction on July 7, 2013, and after having used furlough hours shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee's pay warrants multiplied by the employee's regular rate of pay. Conversely, any employee who separates from City service before July 7, 2013, having suffered furlough deductions in excess of the actual number of furlough hours the employee has used shall have his or her final compensation credited by a like amount.

~~(a) 80 Furlough Hours in Fiscal Year 2008-2009. Each employee shall take eighty (80) furlough hours between October 22, 2008, and June 30, 2009, in accordance with (c) and (d) of this section.~~

~~. Payroll deductions for the eighty (80) furlough hours described in section~~

10.2, paragraph (a) herein above shall be equalized so that each employee shall have 4.444 hours at the employee's regular hourly rate of pay deducted from each of the following eighteen (18) pay warrants: October 22, 2008; November 7, 2008; November 22, 2008; December 7, 2008; December 22, 2008; January 7, 2009; January 22, 2009; February 7, 2009; February 22, 2009; March 7, 2009; March 22, 2009; April 7, 2009; April 22, 2009; May 7, 2009; May 22, 2009; June 7, 2009; June 22, 2009; and July 7, 2009.

(c) Standard Furlough Days. Except as provided in 10.2(d) herein below, each employee shall take the following furlough days:

(1) Monday, November 10, 2008;
(2) Monday, November 24, 2008;
(3) Tuesday, November 25, 2008;
(4) Wednesday, November 26, 2008;
(5) Wednesday, December 24, 2008;
(6) Friday, December 26, 2008;
(7) Monday, December 29, 2008;
(8) Tuesday, December 30, 2008;
(9) Wednesday, December 31, 2008; and
(10) Friday, January 2, 2009.

(e) Maximum Vacation Carryover due to Furlough Occurrences. In the event the vacation scheduling of eighty (80) furlough hours causes any Association member to exceed the maximum vacation carryover provisions pursuant to Section 9.1 (c) and 9.2 (c), of this Memorandum, such employee shall be allowed to carryover into the 2009 calendar year the equivalent number of vacation hours not used as a result of the furlough occurrence to ensure that the employee is not adversely affected. To the extent any employee exceeds the maximum carryover provisions of Section 9.1 (c), 9.2 (c), of this Memorandum for the 2010 calendar year, such hours shall be automatically cashed out on an hour-for-hour basis at the end of the 2010 calendar year.

(g) Separation from City Service before July 7, 2009. Any employee who separates from City service before the final 4.444 hour furlough deduction on July 7, 2009, and after having used furlough hours shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee's pay warrants multiplied by the employee's regular hourly rate of pay. Conversely, any employee who separates from City service before July 7, 2009, having suffered furlough

deductions in excess of the actual number of furlough hours the employee has used shall have his or her final compensation credited by a like amount.

(h) Up to 96 Furlough Hours in Fiscal Year 2009-2010. Each employee shall be required to schedule and take up to ninety-six (96) furlough hours between July 1, 2009, and June 30, 2010, in the event the City's revenue growth assumptions in the General Fund are 2.5% or less. Payroll deductions for the ninety-six (96) furlough hours in Fiscal Year 2009-2010, if implemented, shall be equalized in the same manner as furlough deductions for Fiscal Year 2008-09 so that each employee shall have up to 4 hours at the employee's regular hourly rate of pay deducted from each of the twenty-four (24) pay warrants in Fiscal Year 2009-2010. The City and the Association shall meet and confer to develop the furlough calendar for Fiscal Year 2009-2010.

(i) **96 Furlough Hours in Fiscal Year 2010-2011. Each employee shall be required to take ninety-six (96) furlough hours (leave from work without pay) between July 1, 2010, and June 30, 2011. Payroll deductions for the ninety-six (96) furlough hours in Fiscal Year 2010-2011 shall be equalized in the same manner as furlough deductions for Fiscal Years 2009-2010 so that each bargaining unit employee shall have 4 hours at the employee's regular hourly rate of pay deducted from each of the twenty-four (24) pay warrants in Fiscal Year 2010-2011. The City and B&C shall meet and confer to develop the furlough calendar for Fiscal Year 2010-2011, which shall be substantially the same as Fiscal Year 2009-10.**

[ADDED BY JUNE 8, 2010 SIDELETTER]

(j) Separation from City Service before July 7, 2011. Any B&C represented employee who separates from City service before the final 4 hour furlough deduction on July 7, 2011, and after having used furlough hours shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee's pay warrants multiplied by the employee's regular rate of pay. Conversely, any employee who separates from City service before July 7, 2011, having suffered furlough deductions in excess of the actual number of furlough hours the employee has used shall have his or her final compensation credited by a like amount.

[ADDED BY JUNE 8, 2010 SIDELETTER]

(k) 96 Furlough Hours in Fiscal Year 2011-2012. Each employee shall be required to take ninety-six (96) furlough hours (leave from work without pay) between July 1, 2011, and June 30, 2012.

Payroll deductions for the ninety-six (96) furlough hours in Fiscal Year 2011-2012 shall be equalized in the same manner as furlough deductions for Fiscal Years 2009-2010 and 2010-2011, so that each bargaining unit employee shall have 4 hours at the employee's regular hourly rate of pay deducted from each of the twenty-four (24) pay warrants in Fiscal Year 2011-2012. The furlough calendar for Fiscal Year 2011-2012 will be substantially the same as Fiscal Year 2010-2011.

[ADDED BY June 2011 SIDELETTER]

(l) Separation from City Service before July 7, 2012. Any B&C represented employee who separates from City service before the final 4 hour furlough deduction on July 7, 2012, and after having used furlough hours shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minues the number of furlough hours actually deducted from the employee's pay warrants multiplied by the employee's regular rate of pay. Conversely, any employee who separates from City service before July 7, 2012, having suffered furlough deductions in excess of the actual number of furlough hours the employee has used shall have his or her final compensation credited by a like amount.

[ADDED BY June 2011 SIDELETTER]

(I) SECTION 11. OVERTIME

11.1 Eligibility

(a) Mid-Management Level employees do not receive overtime. Mid-Management Level employees in this unit are salaried employees who work whatever time necessary to accomplish duties of their assigned position.

(b) Supervisory Level employees will receive overtime at the appropriate rate when authorized in writing by the Department Head prior to the overtime worked. **The following provisions pertaining to authorized statutorily required overtime work shall apply to non FLSA exempt employees whose normal work period is eight (8) hours per day and forty (40) hours per week, or (10) hours per day and forty (40) hours per week:**

(1) ~~The overtime rate as used in the Memorandum of Understanding means one and one-half (1-1/2) times the employee's regular rate of pay.~~ **Statutory overtime shall be paid on actual time worked in excess of forty (40) hours in any workweek. Such overtime 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. Furlough hours shall be considered as actual time. Sick leave, vacation, holiday, or other time taken as compensated time off shall not be considered as actual time worked.**

(2) Employees assigned to an alternate work schedule (e.g. 4/10, 9/80, etc.) shall be compensated at the overtime rate for all time worked in excess of their regularly scheduled hours.

(3) Fire Telecommunications Supervisors assigned to a 56-hour workweek shall be compensated at the overtime rate for all time worked in excess of 56 hours in a seven (7) day workweek.

(4) Except as otherwise provided in section 12, employees shall be paid for a regular day plus time and one-half (1-1/2) for actual time worked on a holiday observed by the City, ~~not to exceed eight (8) hours including employees employed on a per-hour or per-days basis~~.

~~(5) Except as otherwise provided in section 12, 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.~~

(6) ~~Use of vacation leave, sick leave, and other paid leaves shall count as time worked~~

11.2 Compensatory Time Off (CTO)

(a) Definition. As used in this Section, the term Compensatory Time Off (CTO) 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. For the purpose of this Section, Compensatory Time shall apply only to Supervisory Level employees.

(b) CTO in Lieu of Overtime Compensation. Except Fire Telecommunications Supervisors assigned to a 56-hour workweek, employees may voluntarily elect to receive overtime compensation in the form of CTO at the rate one and one-half (1-1/2) hours of CTO for each hour of overtime worked in excess of forty (40) hours in a seven (7) day work period, for which the employee is in a paid status.

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

(d) Maximum Accrual. No more than one-hundred (100) hours of CTO may be carried on the books at any time, except Fire Telecommunications Supervisors assigned to a 56-hour workweek who may not accrue CTO. Once one hundred (100) hours of CTO is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period will automatically be paid to the employee. At the end of each calendar year, all CTO will be carried forward (forty (40) hours maximum), unless the employee elects to have the compensatory balance paid. Carryover CTO cannot exceed the forty (40) hours maximum.

Any CTO balance in excess of forty (40) hours remaining at the end of calendar year will automatically be paid to the employee.

(e) Elimination of CTO for Fire Tecommunications Supervisors. Effective January 1, 2009, Fire Telecommunications Supervisors assigned to a 56-hour workweek shall no longer accrue or use CTO and shall be paid at their regular rate of pay for all accrued and unused CTO hours on or about January 7, 2009; provided, however, any Fire Telecommunications Supervisors having any approved leave request(s) for CTO for time off work through January 31, 2009, shall be permitted to use the approved

CTO leave.

SECTION 12. HOLIDAYS

12.1 Holidays Observed by the City: (Mid-Management/Supervisory Level)

(a) **All regular employees, excluding provisional and temporary employees, shall be entitled to take all authorized holidays at full pay not to exceed eight (8) hours for any one (1) holiday.** ~~Employees shall receive the following observed holidays:~~

Observed	Holiday
(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 (FLOATING)	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 Friday after Thanksgiving	
(13) December 25	Christmas Day
~~(14) Employees' Birthday~~	

FLOATING holiday to be taken with ninety (90) work days on or after the observed holiday.

~~(b) In addition, a day appointed by the President or Governor, as a public holiday shall be observed if adopted by the Stockton City Council.~~

~~(c) In the event a day appointed by the President or Governor as a public holiday is not adopted by the Stockton City Council pursuant to the above paragraph, the City Manager may, at his discretion, determine that certain City employees will be not be required to work that day, but that certain City offices will remain open at a minimal staffing level. If the City Manager makes such a determination, such staffing shall be at the discretion of the Department Head. Employees who are required to work on that day will earn a "float" day off, to be taken at a time approved, in advance, by the Department Head. The "float" day off must be taken within ninety (90) workdays from the date of the minimally staffed workday. Employees not regularly scheduled to work on that date will have an equivalent number of hours added to their vacation accrual balance.~~

~~(d) Birthday Holiday Leave. The department head with due consideration for the wishes of the employee may authorize the birthday holiday to be taken within ninety (90) work days on or after the employee's birthday.~~

~~(e)~~**(b)** ~~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~~.

~~(f)~~**(c)** Police Telecommunications Supervisors assigned to shifts (phase days) shall receive, in addition to their normal compensation, one day's pay for each of the holidays listed in 12.1 (a) above, on which the employee does not work, except for ~~the employee's birthday and~~ floating holiday(s). Such employees required to work a holiday on a hire-back basis, shall be compensated at time and one-half (1½), in addition to their normal compensation (~~10~~ **8** hours) and paid holiday (~~10~~ **8** hours). Such employees required to work a holiday on a regularly scheduled basis shall be compensated at time and one-half (1½) overtime in addition to their normal compensation (~~10~~ **8** hours). The maximum additional compensation subject to CalPERS for working the holiday will be twenty (20) hours.

~~(g)~~**(d)** Fire Telecommunications Supervisors assigned to a 56-hour workweek shall receive, in addition to their normal compensation, one ~~24~~8-hour shift's pay for each of the holidays listed in 12.1 (a) above ~~at the rate of 28 hours per month~~ regardless of whether the Fire Telecommunications Supervisor actually works on any or all of the listed holidays. Additionally, Fire Telecommunications Supervisors shall be compensated at the overtime rate for all time actually worked on a holiday (excluding the ~~birthday holiday and~~ floating holiday~~(s)~~). ~~The provisions of this section 12.1(e) shall be effective January 1, 2009.~~

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.

12.2 Holiday Cash Out Upon Separation

When an employee is separated from the service between February 17, 2012 and July 1, 2014, the employee's remaining holiday allowance, if any, shall be paid as follows:

(a) Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated holiday hours.

(b) On the one year anniversary of employee's separation, he/shall shall receive the second payment of one third (1/3) or $10,000, whichever is greater of the balance of his/her unused accumulated holiday hours.

(c) On the second year anniversary of employee's separation he/she shall receive payment for the balance of the unpaid accumulated holiday hours.

(d) Employees who are involuntarily separated shall have their remaining holiday allowance, if any, added to his/her final compensation.

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Retirement Contribution Supplement

(a) **For employees hired on or before June 30, 2011,** ~~T~~the City will pay **the Employer Paid Member Contribution of** seven percent (7%) of the Mid-Management/Supervisory Level employees' current base salary and other compensation as qualified by State law towards the Public Employees' Retirement System (~~P.E.R.S~~CalPERS). Such amounts will be applied to the employee's individual account in accordance with P.E.R.S. California Government Code Section 20615. **Employees hired on or after July 1, 2011 will pay the seven percent (7%) employee contribution towards CalPERS.**

Effective August 1, 2011, employees hired on or before June 30, 2011 will pay seven percent (7%) of the Employer's share towards the CalPERS benefit. This employees contribution will be made on a post-tax basis, unless the City obtains a ruling from the I.R.S. that these contributions can be made on a pre-tax basis.

(b) **For Employees hired on or before June 30, 2011, ~~T~~the City's ~~P.E.R.S~~CalPERS retirement plan is modified to reflect two percent (2%) at age 55, effective January 1993. Effective on or after July 1, 2011, or as soon as administratively feasible, the City of Stockton shall amend its contract with CalPERS in order to provide a second-tier CalPERS retirement plan with the 2% at 60 formula for all employees hired thereafter in all applicable classifications within the B & C unit, without inclusion of the additional benefits listed below in sections (c), (d), (e), (f), and (g).**

(c) **For Employees hired on or before June 30, 2011,** ~~T~~the City will provide military service credit pursuant to the provisions of P.E.R.S. California Government Code Section 20930.3 and Section 20930.33, at the employee's expense, upon adoption by Stockton City Council and ~~P.E.R.S~~**CalPERS** Administration Board.

(d) **For Employees hired on or before June 30, 2011,** ~~T~~the City will provide P.E.R.S. California Government Code Section 20615.5 (Employer Paid Member Contributions Converted to Payrate During the Final Compensation Period) as added ~~P.E.R.S~~**CalPERS** benefits. At the beginning of employee's last year of employment, the employee will pay their employees' seven percent (7%) benefit cost through an automatic payroll deduction. The City will increase the base salary for those employees by the same seven percent (7%) for the last twelve (12)

months of employment. Internal Revenue Service (IRS) Code 414H (2) will be concurrently implemented with P.E.R.S. California Government Code Section 20615.5, effective upon adoption by the Stockton City Council and ~~P.E.R.S~~**CalPERS** Administration Board.

(e) **For Employees hired on or before June 30, 2011,** ~~T~~the City will provide P.E.R.S. California Government Code Section 20965 (Credit for Unused Sick Leave) as added ~~P.E.R.S~~CalPERS benefits, to be effective upon adoption by the Stockton City Council and ~~P.E.R.S~~**CalPERS** Administration Board.

(f) **For Employees hired on or before June 30, 2011,** ~~T~~the City will provide P.E.R.S. California Government Code Section 21382.5 (Fourth Level of 1959 Survivor Benefits) as added P.E.R.S. benefits, to be effective upon adoption by the Stockton City Council and ~~P.E.R.S~~**CalPERS** Administration Board.

(g) For Employees hired on or before June 30, 2011,~~T~~the City will provide P.E.R.S. California Government Code Section 21335 (up to five percent 5.0% Annual Cost of Living Allowance Increase) as added ~~P.E.R.S~~CalPERS benefits, to be effective upon adoption by the Stockton City Council and ~~P.E.R.S~~CalPERS Administration Board.

~~(h) Reopener. The City and the Association agree to reopen Section 13.1 (b) in year 2011 to discuss providing an enhanced miscellaneous retirement formula to employees (e.g. CalPERS 2.7% at age 55, 3% at age 60, etc.). If the parties fail to reach an agreement, the existing provisions of Section 13.1 (b) shall remain unchanged.~~

[July 2011 Sideletter]

13.2 Uniform Allowance

(a) Employees in the following classifications who are required to wear uniforms shall be paid an annual uniform allowance of six-hundred and fifty dollars ($650.00), one-half payable in April and one-half payable in October.

(1) Fire Telecommunications Supervisor;
(2) Police Telecommunications Supervisor;
(3) Property Room Supervisor;
(4) Senior Police Telecommunications Supervisor; and
(5) Supervising Police Records Assistant.

(b) Employees in the following classifications who are required to wear uniforms shall be paid an annual uniform allowance of seven hundred dollars ($700.00), one-half payable in April and one-half payable in October.

(1) Animal Services Supervisor; and
(2) Supervising Evidence Technician.

(c) Employees in the following classifications who are required to wear uniforms shall be paid an annual uniform allowance of seven hundred and twenty-five dollars ($725.00), one-half payable in April and one-half payable in October.

(1) Senior Community Service Officer.

(d) The City shall increase the amount contributed for annual uniform allowance to all of the above classifications in section 13.2 (a), (b), and (c) by fifty dollars ($50.00) effective July 1st of each fiscal year.

(e) Safety Protective Footwear Reimbursement. Employees required to wear safety protective footwear in accordance with City Manager's Administrative Directive HR-034, and approved for safety protective footwear reimbursement, the City will authorize safety protective footwear reimbursement in the amount of one hundred sixty dollars ($160.00).

13.3 Public Employees' Retirement System (P.E.R.S.)

The City shall contribute an amount required by the Public Employees' Retirement System (P.E.R.S.) to retain the present Retirement Program.

~~**13.4 Deferred Compensation**~~

~~(a) The City will provide at no cost to the employee, deferred compensation as a supplement to voluntary deferred compensation plans, if any, for which the individual employee may be eligible.~~

~~(b) Effective July 1, 2012, the City shall contribute a total of one and one-half percent (1.5%) of the employee's current base salary to the employee's deferred compensation account.~~

~~(c) Effective July 1, 2013, the City shall contribute an additional one-half percent (0.5%) for a total of two half percent (2.0%) of the employee's current base salary to the employee's deferred compensation account.~~

13.5 Mileage Reimbursement for Private Vehicle Use

Mid-Management/Supervisory Level employees who use their own vehicle on City business on a consistent and repetitive basis will be compensated at the current Internal Revenue Service (IRS) rate and in accordance with the City Manager's Administrative Directive, MAN-16, Section III. B.

~~13.6 Educational Incentive Pay~~

~~(a) Educational Incentive Pay shall be available for employees hired after April 16, 2000, who have completed twelve (12) months of continuous employment.~~

~~(b) Employees with degrees/diplomas above and beyond that is required of their position shall be provided 3% of the top step of the position. Employees are limited to no more than 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 3% will no longer be paid. Experience may not substitute for education. Other formal education/training programs may substitute for the actual degree/diploma.~~

~~(c) For employees in a classification requiring a Masters degree, those employees who possess double Masters will be eligible for three percent (3%) education incentive pay.~~

[July 2011 Sideletter]

13.7 **Longevity Pay**

(a) **Effective August 1, 2011, longevity pay shall be eliminated.** The City, **however,** shall **grandfather** ~~pay each~~ employees who **have** completed~~s~~ twelve (12) continuous years of service with the City **as of July 1, 2012, with** two and one-half percent (2.5%) of the top salary step of the employee's pay range to the employee as a professional growth.

As of July 1, 2012, longevity incentive pay allowance for these "grandfathered" employees shall be reduced to one and one-quarter percent (1.25%). As of June 30, 2013, longevity incentive pay allowance for these grandfathered employees shall be eliminated altogether.

~~(b) Reopener. The City and the Association agree to reopen Section 13.7 (a) in year 2011 to discuss modifying the compensation for longevity pay. If the parties fail to reach an agreement, the existing provisions of Section 13.7 (a) shall remain unchanged.~~

13.8 Call Back Pay

(a) Supervisors only who are called back to work shall be compensated at least two (2) hours and forty-five (45) minutes pay at time and one half (1-1/2) times his/her hourly rate of pay or for all time actually worked at time and one half (1-1/2) times his/her hourly rate of pay, **if eligible for overtime as defined in Section 13.9 below,** whichever is greater.

(b) To be eligible for call back pay, both of the following conditions must be met: 1) the call back must occur outside of the employee's regular work hours including overtime, 2) the call back time worked must not be contiguous to the employee's regular work hours including overtime~~.~~ **and (3) an employee is ineligible to receive a premium for both standby and call back. For example, employee shall not receive standby pay for hours in which they are paid overtime or call back pay.**

13.9 Standby Duty Pay

Supervisors only who are directed to remain on standby duty during their regular days off shall be paid **$3.00 per hour while assigned to be on standby. An employee shall earn time and one-half (1-1/2) for all actual time worked**

while on standby duty status only if eligible for overtime as defined in Section 15.4 above. An employee shall not continue to receive the "standby" premium during actual time worked, or for any hours paid as overtime or call back. Standby shall not be considered as time in "paid status because of work performed" for purposes of calculating overtime. ~~at the rate of four (4) hours pay at regular time or compensatory time off for each twenty-four (24) hours of standby duty plus one and one-half (1-1/2) time for all time which said supervisors are required to work during such assignment. Standby duty of less than twenty-four (24) hours shall be prorated to the equivalent of four (4) hours pay at regular time.~~

13.10 Bilingual Pay

Job positions determined by the Department Head requiring bilingual translation skills shall receive a stipend amount of $140.00 per month for verbal translation skills, or $200.00 per month for verbal and written translation skills upon testing and certification by the Human Resources Department.

SECTION 14. INSURANCE PLANS

14.1 Health and Welfare Benefits

~~(a) The City will provide Mid-Management/Supervisory Level employees with a comprehensive health, dental/orthodontic, vision and prescription insurance program, as designated by the City of Stockton. The premiums for these coverages for employees and their eligible dependents shall be paid by the City for the term of this Memorandum of Understanding.~~

~~(b) Effective July 1, 1993, the medical plan is the City's Modified Employee Medical Plan, as amended on February 1, 2008, which is attached as Appendix A and incorporated by this reference.~~

~~(c) Effective January 1, 1997, the City will continue the above-stated medical coverage benefits for spouse and eligible dependents upon the death of an employee while employed with the City of Stockton. At age sixty-five (65), the spouse's City medical coverage shall be secondary (supplemental) to Medicare.~~

~~(d) Effective January 1, 1997, the lifetime orthodontic maximum is TWO THOUSAND DOLLARS ($2,000.00).~~

~~(e) Effective January 1, 2008, the annual dental maximum benefit is ONE THOUSAND FOUR HUNDRED DOLLARS ($1,400.00).~~

~~(f) Beginning January 1, 2009, the Association agrees to participate in a joint labor-management committee to develop strategies to reduce the City's healthcare costs while maintaining access to quality healthcare.~~

~~(g) Reopener. The City and Association shall meet and confer in calendar year 2011 to discuss an employee contribution toward Health, Dental, Vision and Prescription Benefits provided under Section 14.1. If the parties fail to reach agreement, the existing provision of Section 14.1 shall remain unchanged.~~

(a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an Employee only, Employee plus One and Employee plus two or more dependants coverage. The City shall offer two or more medical plans to regular employees.

(b) Eligibility. Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of

thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).

(c) City Contribution towards the cost of insurance programs. Effective September 1, 2011:

- **The City shall contribute up to $481.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.**

- **The City shall contribute up to $875.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.**

- **The City shall contribute up to $1,165.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.**

These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical/visions/dental to be pre-tax premium conversion.

(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

(e) Provisional and temporary employees are not eligible for any of the above benefits.

(f) Employees agree to the implementation of the modifications to the City's Modified Plan, which is referred to in this MOU as "Modified Employee Medical Plan." Modifications to the City's Modified Plan shall be effective September 1, 2011.

14.2 Group Life Insurance Coverage

Effective July 1, 2012, the City shall provide, at no cost to the employee, term life insurance policy with a value of $50,000.

~~(a) Mid-Management Level employees will receive life insurance coverage equal to two and three-quarter (2.75) times their annual salary.~~

~~(b) Supervisory Level employees will receive life insurance coverage equal to two (2) times their annual salary. In all instances, coverage will be rounded to the nearest ONE THOUSAND DOLLARS ($1,000).~~

14.3 Long Term Disability Insurance Coverage

Mid-Management/Supervisory Level employees will receive long term disability insurance coverage. ~~Essentially, this is an income protection plan, which provides disability income for Mid-Management/Supervisory Level employees including:~~**Plan benefits shall be as describe in the Plan document, but shall include:**

(a) Each disability - approximately 66 2/3% of salary **up to the maximum salary replacement amount as specified in the City's long term disability plan**.

(b) A ~~30-day~~ **90-day** waiting period before eligibility for benefit. **Employees may use sick leave and other leave balances to cover this waiting period, or leave without pay.**

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

(d) **The City shall continue its normal contribution for employee medical premiums during the ninety (90) days waiting period.**

~~14.4 Retirement Medical Allowance for Employees Hired Prior to January 1, 2009~~

(a) ~~The City will contribute all premiums necessary~~ **under the City's**

Modified Plan, which includes changes to the City's Modified Plan effective September 1, 2011, for the purpose of providing hospital-medical and prescription benefits for each City employee who has retired. Such coverage shall include one (1) dependent and shall be determined by the eligible date noted below.

(1) Normal Service Retirement

Eligibility for the allowance provided by this Section is limited to employees who have retired subsequent to April 1, 1983, and who have retired at age fifty (50) or later. Such allowance shall terminate at age sixty-five (65).

(2) Disability Retirement

Eligibility for the allowance provided by this Section is limited to employees who have retired subsequent to April 1, 1983, and such allowance shall be limited to a maximum of fifteen (15) years or the attainment of age sixty-five (65), whichever occurs first.

(b) Major Medical Deductible

The major medical deductible will be ONE HUNDRED DOLLARS ($100) per person for those individuals who retired prior to January 1, 1993, and had retiree medical coverage under the original City Employee Medical Plan.

(c) Prescription Coverage

Prescription coverage will be provided for retirees.

14.6 Defined Contribution for Retiree Medical for Employees Hired on or After January 1, 2009

(a) Employees hired on or after January 1, 2009, shall have retiree health benefits provided under a City-established defined contribution Retiree Medical Trust ("Trust").

(b) Employees hired on or after January 1, 2009, shall contribute three percent (3%) of their base salary to the Trust. Additionally, the City shall contribute to the Trust an amount equal to two percent (2%) of the employee's base salary. Thus, the combined total of the City and the employee contribution to the Trust shall be five percent (5%).

~~(c) Employees hired on or after January 1, 2009, the amount of any distribution will depend entirely on the amount of the employee and City contributions and the terms of the Trust.~~

~~(d) Employees hired on or after January 1, 2009, shall not be eligible for either the regular Retiree Medical Allowance (to age 65) or the Supplemental Allowance (after age 65) as set forth in section 14.4 (a), (b), (c) and section 14.5 of this Memorandum of Understanding.~~

14.7 ~~Retiree Medical Trust for Unit Members Hired on or After January 1, 2009~~

~~(a) As soon as practicable, after January 1, 2009, the City shall establish a Retiree Medical Trust ("Trust") that will be governed by Trustees selected by the Association and the City for purposes of receiving employee and City contributions, and for paying a monthly distribution to the City's health plan to subsidize premiums on behalf of eligible retirees.~~

~~(b) The City will seek an IRS ruling so that employee and City contributions will be pre-tax, including the contribution of employee accrued sick leave pay-off. The City will also seek tax-exempt status for the Trust's earnings and the benefits paid from the Trust.~~

14.4 Retiree Medical Allowance for Employees hired on or before June 30, 2011

a. Eligibility: An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan).

b. City Contribution for the period of July 1, 2012 through June 30, 2013. For employees hired on or before June 30, 2011, the City shall provide to employees retiring from the City the following contribution towards the costs of retiree medical insurance from July 1, 2012 through June 30, 2013.

a) Employees retiring with over 10 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $150 a month towards the cost of retiree medical insurance.

b) Employees retiring with over 20 years of full time service with the City of Stockton as a regular employee shall receive a City

contribution of $300 a month towards the cost of retiree medical insurance.

c) **Employees retiring with over 30 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $450 a month towards the cost of retiree medical insurance**

d) **Employees with less than 10 years of service for the City shall not be eligibility for a city contribution towards retiree medical and may not be enrolled in the City sponsored plans.**

e) **Benefits for part time employees who retire are prorated based on their full time equivalent.**

f) **The City contributions shall end with the death of the retiree and no survivor benefits are provided.**

g) **Retirees who are enrolled in city-sponsored plans may not enroll their eligible dependents at their own expense.**

The City's obligation for retiree medical benefits is to the retiree and shall end upon the death of the retiree. Surviving spouses shall not be eligible for any city paid benefit after the death of the city retiree. Any benefits previously paid to surviving spouses has been paid in error and without the approval of the City Council.

Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retirees. Retirees shall not be eligible to participate in the City's Medical Plans.

14.2 Alternative Retirement Medical Plans

The parties have negotiated that employees may choose to enroll in one or more additional health plans instead of the City Modified Plan (including but not limited to Kaiser Senior Advantage).

This language sets forth the conditions in which current employees, when they retire from the City and otherwise qualify for a retiree medical benefit from the City as stated in Sections 14.1 of this MOU, may also choose to enroll in City sponsored alternative plans in the same manner as when they were employees, as well as retiree only medical plans. The following conditions shall apply:

(a) If an employee is in a City sponsored alternative plan at the time of retirement, the employee shall be allowed to continue in that Plan. Employees in the union sponsored plans authorized by the City at

the time of retirement shall be allowed to continue in that Plan. (Operating Engineers units).

(b) Employees not in an alternative Plan at the time of retirement shall not be allowed to enroll in any alternative plan except that; any retiree may voluntarily enroll in a City sponsored retiree only Plan.

A retiree may only enroll in alternative plans other than the City Modified Plan when:

(a) The retiree selecting plans other than the City's Modified Plan must agree that the City's financial contribution to a premium payment for any other Plan shall not exceed the current contribution amount the City would pay if the retiree is enrolled in the City Modified Plan, and

(b) The individual retirees will be required to sign a form that indicates their agreement with these conditions.

The City reserves the right to eliminate these additional plans and the choice of multiple plans is not a vested right. Like the City Modified Plan, the City reserves the right to make plan design changes as necessary in these Alternative Plans.

14.3 Medicare Supplemental Coverage Requirements only for Employees Hired on or Before June 31, 2011.

The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City's modified medical plan which includes medical design changes effective September 1, 2011 as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse

Under the federal Health Care Reform Plan, sponsors may modify the medical benefits provided to retirees only. The City will modify its retiree health care plan to reflect the following:

(a) Return Plan benefits for Acupuncture to 12 visits per year (instead of unlimited) and returns the payment percentage paid to 60% (instead of 80%);

(b) Return Plan benefits for Alcohol and Drug Treatment admissions to 30 days and 3 lifetime admissions (instead of unlimited);

(c) Return Plan benefits for Outpatient Mental Health or Nervous Disorder services to 15 visit maximum (instead of unlimited);

(d) Change Plan benefits for Preventative care and wellness to 80% instead of current 100%;

(e) Return Plan benefits on the lifetime cap on plan benefits to $2.5 million (instead of unlimited);

(f) Return Plan benefits on the maximum age of dependent children to be enrolled in the Plan to age 19 unmarried, and not serving in the armed forces to 23 if attending school full time and qualifies as a dependent for federal income tax purposes.(instead of age 26); and

(g) Change Plan benefits for Emergency room benefits.

14.9 Elimination of Retiree Medical Benefits for Unit Members Hired on or after July 1, 2011

The City will not provide a retiree medical allowance, retiree medical supplement, a defined contribution, a retiree medical trust or any other retiree medical benefit for employees in this unit hired on or after July 1, 2011.

SECTION 15. SALARY PLAN

15.1 Salary Adjustments

(a) ~~Effective on each of the following six (6) listed dates,~~ **In accordance with the table below,** ~~the~~ the City shall increase the salaries of all bargaining unit employees by a percentage based on the Revenue Growth Formula of ninety percent (90%) of the actual growth from the prior year in the City of Stockton's General Fund for: (1) property tax; (2) sales and use tax; (3) utility user tax; and (4) business license tax as determined by comparing the actual year-end amounts reported in the Comprehensive Annual Financial Reports (CAFRs) according to the following table; provided, however, that ~~each salary increase~~ **if a salary increase is provided as listed below, it** shall be not less than two and one-half percent (2.5%) and not more than seven percent (7.0%).

Date of Salary Increase	**Fiscal Years Used to Determined Revenue Growth**
July 1, 2009	90% of revenue growth from FY 2007-2008 compared to FY 2006-2007
July 1, 2010	~~90% of revenue growth from FY 2008-2009 compared to FY 2007-2008~~ **No salary increase on this date** [June 22, 2010 SIDELETTER]
July 1, 2011	~~90% of revenue growth from FY 2009-2010 compared to FY 2008-2009~~ **No salary increase on this date** [June 2011 SIDELETTER]
July 1, 2012	~~90% of revenue growth from FY 2010-2011 compared to FY 2009-2010~~ **No salary increase on this date**
~~July 1, 2013~~	~~90% of revenue growth from FY 2011-2012 compared to FY 2010-2011~~
~~June 30, 2014~~	~~90% of revenue growth from FY 2012-2013 compared to FY 2011-2012~~

(b) ~~The City agrees to notify the Association of any change in accounting procedures, legislative changes, and the like, that may materially affect the determination of growth in City revenues as described in Section 15.1(a), and to negotiate with the Association an agreed-upon Revenue Growth Formula should any such change occur.~~

~~(c) In the event the City hereafter agrees to a higher percentage than ninety percent (90%) of any index for any other employee organization or group~~

~~for determination of salary adjustments, the City shall notify the Association and the higher percentage shall also apply to the Association when determining salary adjustments (*i.e.*, percentage increase shall match other labor groups).~~

~~(d) Reopener. The City and the Association agree to reopen in year 2011 this section 15.1 (a) to discuss the revenue growth formula used to determine across-the-board salary increases. If the parties fail to reach an agreement on any changes that may be proposed by either party, the existing provisions of section 15.1 (a) shall remain unchanged.~~

~~(e)~~**(b)** Effective July 1, 2009, salary adjustments shall no longer be fitted to the City of Stockton Salary Schedule Matrix, as set forth in the City of Stockton's Salary Schedule.

15.2 Salary Equivalents

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

15.3 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 advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

15.4 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 by the Director of Human Resources.

15.5 Salary Step after Promotion or Demotion

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the range of the higher rank which is at least five percent (5%) above the

rate the employee has been receiving, except that the next step shall not exceed the maximum salary of the higher rank. 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.

15.6 Salary On Reinstatement

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

15.7 Acting Pay

An 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 after five (5) days, shall receive the rate of pay in a step of the higher classification which would have been received if the employee had been promoted into that classification.

The increased rate of pay will commence with the first day of the assignment; however, to qualify the employee must meet the above conditions before being eligible for Acting Pay.

15.8 Pay Equity Adjustments

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. The City, in its sole discretion, may make such adjustments, but agrees to discuss with the Association.

15.9 Special Assignment Pay

The department head and with the concurrence of the Director of Human Resources may approve additional compensation in an amount not to exceed one additional salary step when an employee is assigned to perform additional duties and responsibilities for the duration of the special assignment.

15.10 Salary Survey Implementation

The salary recommendations contained in the Fiscal Year 2007 Classification and Compensation Survey shall be implemented in the following manner:

(a) Effective July 1, 2009, the City shall implement the results of the classification and compensation salary survey (Appendix B) by increasing the base salary of the affected classifications by seventy percent (70%) of the dollar amount shown on Appendix B.

(b) Effective July 1, 2010, the City shall further implement the results of the classification and compensation salary survey (Appendix B) by increasing the base salary of the affected classifications by the remaining thirty percent (30%) of the dollar amount shown on Appendix B.

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

15.11 Emergency Medical Services (EMS) Dispatcher Accreditation Pay

(a) The City and the Association acknowledge that California Health and Safety Code section 1797.220 directs the local emergency medical services (EMS) agency to establish policies and procedures to assure medical control of the emergency medical system.

(b) The City and the Association acknowledge that as of July 1, 2008, the San Joaquin County EMS Agency requires all employees of agencies providing emergency medical dispatch (EMD) services to possess and maintain accreditation through San Joaquin County, to include compliance with EMS Agency and National Academies of Emergency Dispatch (NAED) policies, procedures, protocol, and standards. Fire Telecommunications Supervisors are among those employees represented by the Association who must acquire and maintain accreditation by the San Joaquin County EMS Agency as a condition of providing EMD services for the City.

(c) The City and the Association acknowledge that in the event the San Joaquin County EMS Agency rescinds the certification of any bargaining unit employee as a result of any dispute arising from the exercise of the power set forth in San Joaquin County EMS Agency Policy No. 2101 (or any successor or similar policy), the City will make every effort, insofar as practicable and fiscally responsible, to employ such persons in positions for which such employees are qualified or may become qualified within a reasonable period of time and that do not require accreditation by the San Joaquin County EMS Agency.

(d) Emergency Medical Services (EMS) Dispatcher Accreditation Pay. Effective January 1, 2009, the City shall compensate all Fire Telecommunications Supervisors who are accredited as San Joaquin County Emergency Medical Services Dispatchers an additional one-hundred seventy five dollars ($175) per month. If the employee fails to maintain the accreditation or if the accreditation is no longer required for the position, payment of the stipend shall cease.

(e) Continuing Education for Emergency Medical Dispatchers. The City shall provide to Fire Telecommunications Supervisors all necessary EMD continuing education during normal working hours and at no cost to the employee. However, employees who do not participate in the EMD training offered by the City during normal working hours shall be responsible to complete the necessary continuing education on their own time without additional compensation; provided, however, that all necessary ride-along hours shall be compensated as time worked.

SECTION 16. SEVERABILITY OF PROVISIONS

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

SECTION 17. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

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

SECTION 18. SCOPE OF AGREEMENT

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

SECTION 19. DURATION OF AGREEMENT

All provisions of this Memorandum of Understanding shall be effective January 1, 2009, shall remain in full force and effect to and including the 30th day of June, ~~2014~~ **2013** and shall continue thereafter from year to year unless at least sixty (60) days prior to the expiration date of June 30, 2014, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

SECTION 20. 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 12:01 a.m. of January 1, 2009, through and inclusive of June 30, 2014, 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, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours and other terms and conditions of employment.

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

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

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

(e) The rights of the City as set forth in Section 5 of Resolution No. 32,538, dated August 4, 1975, are incorporated herein by reference.

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AB 506 Labor Mediation Proposal

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding this _____ day of _____ 2008.

STOCKTON MANAGEMENT B & C ASSOCIATION

By: _____

Its: Business Representative

By:_____

Its:President

By:_____

Its: Member

By:_____

Its: Member

By:_____

Its: Member

CITY OF STOCKTON, a municipal corporation

By: _____
ALLYSON S. HAUCK
Its: Chief Negotiator for City

By:_____
TERESIA HAASE
Its: Director of Human Resources & Employee Relations Officer

By:_____

APPROVED AS TO FORM:

JOHN LUEBBERKE
CITY ATTORNEY

By:_____

Deputy City Attorney

Appendix A - City of Stockton's Modified Employee Medical Plan (Benefit Recap)

SERVICE	% PAID	DESCRIPTION
$2,000,000 Lifetime $ Maximum		
Deductible		$150.00 per person, per year ($450.00 per family)
Acupuncture	60%	Limited to 12 visits per calendar year.
Alcohol and Drug Treatment (Substance Abuse Benefit)	100% 75% 50%	Three residential treatment programs per lifetime per member, of up to 30 days each, as follows: 1st Admission: **100%**; 2nd Admission: **75%**; 3rd Admission: **50%**. Must initiate through the City's E.A.P. Program. For active & family members only, **not retirees**.
Ambulance	80%	Ground or Air.
Annual Physical/Preventive Care Office Visit Lab/Diagnostic	 80% 100%	Based on specific guidelines and services recommended by the physician. (80% office visit), (100% for lab/diagnostic).
Chiropractic Visits	80%	Of allowable amounts. Subject to utilization review.
Emergency Physician	100%	For surgery or for other approved emergency services. (Non-emergency illness 50%).
Emergency Room	100%	1st treatment of accident injury within 72 hours if health endangering or life threatening acute illness. Otherwise 50%.
Hearing Aids	80%	Lifetime max of $6,000 per member.
Home Health Care and Hospice	100%	Subject to Case Management.
Hospitalization	100%	Semi-private room rate. Pre-admit certification required if non-emergency. Concurrent utilization review required. If non-member hospital used in area where member hospitals are available (70%).
Inpatient Psychiatric	80%	
Other Covered Services/Supplies	varies	See Plan document for complete list.
Outpatient Mental or Nervous Disorder Treatment	80%	First 5 visits per year. 60% next 10 visits per year. (Maximum 15 visits per year. Must initiate through the City's E.A.P. Program.)
Outpatient Radiology/Lab	100%	Includes Preventive care: pap smear, mammogram, prostate, and other covered services.
Physicians Office Visits	80%	
Pregnancy	100%	Normal or C-Section for employee or spouse/registered domestic partner.
Prescription Drug Program	100%	After $3 Generic / $8 Brand name, co-pay for up to 60 day supply of prescription drugs & insulin. No vitamins. (Note: Does not apply to deductible or maximum out-of-pocket).
Radiation/Chemotherapy/Dialysis	100%	
Surgeon/Anesthesiologist	100%	
Therapy Benefits	100%	100% of allowed amount for physical, respiratory and cardiac therapy; and speech therapy following surgery, injury or non-congenital organic disease. **UTILIZATION REVIEW REQUIRED.**

~~**Employee Maximum out-of pocket**: After the employee pays $1,000 in co-pays and deductibles for covered medical expenses incurred by a person during a single year, the Plan will then pay 100% of covered expenses for that person for the remainder of the year.~~

~~**The Benefit Recap is to be used strictly for a brief overview of benefits provided by the medical plan. Please refer to the Plan Document for detailed coverage information. All services/supplies must be medically necessary with (the exception of preventive care).**~~

APPENDIX B – CITY OF STOCKTON 2007 CLASSIFICATION AND COMPENSATION STUDY

City of Stockton
Multi-Year Adjustments by Bargaining Unit (No Inflation)

(Employees in Below Market Job Classes and Annual Adjustment Costs)

Bargaining Unit	# of Employees	Total Payroll of Barg Unit	# of Employees Adjusted	Total Dollar Amount of Increase	Cost of Annual Adjustment 1st Increase 7/1/2009	Cost of Annual Adjustment 2nd Increase 7/1/2010
04-Mid Management	26	$3,058,512.00	16	$50,591.68	$35,414.18	$15,177.50
05-Supervisory	130	$9,791,556.00	59	$244,601.95	$171,221.37	$73,380.59
Totals:	156	$12,850,068.00	75	$ 295,193.64	$ 206,635.55	$ 88,558.09

Total Cost over 2 years: **$295,193.64**

Stockton Management B Classifications listed below are base salaries <u>under market</u> and will receive an increase based on the 2007 Classification and Compensation Study

Class Code	Current Job Classification Title	Group	Top Step Annual Base Salary as of 12/01/08	% Under Market Variance	$ Under Market Variance	1st increase 7/1/2009	2nd increase 7/1/2010
04159	Fleet and Facilities Manager	MB	$104,472	8.14%	$8,504.02	$5,952.81	$2,551.21
04145	Planning Manager	MB	$104,472	7.00%	$7,313.04	$5,119.13	$2,193.91
04121	Deputy Information Technology Director	MB	$110,820	5.30%	$5,873.46	$4,111.42	$1,762.04
04131	Deputy Director of Parks and Recreation	MB	$118,020	4.11%	$4,850.62	$3,395.44	$1,455.19
04149	Deputy Community Development Director/Building	MB	$129,876	2.71%	$3,519.64	$2,463.75	$1,055.89
04198	Revenue Officer	MB	$99,984	1.95%	$1,949.69	$1,364.78	$584.91
04146	Deputy Community Development Director/Planning	MB	$129,876	1.83%	$2,376.73	$1,663.71	$713.02
04151	Deputy PW Director/Operations & Maintenance	MB	$134,760	1.61%	$2,169.64	$1,518.75	$650.89
04128	Parks Superintendent	MB	$99,984	0.66%	$659.89	$461.93	$197.97
04124	Community & Cultural Services Superintendent	MB	$99,984	0.66%	$659.89	$461.93	$197.97
04130	Recreation Superintendent	MB	$99,984	0.66%	$659.89	$461.93	$197.97

04163	Engineering Services Manager	MB	$124,728	0.58%	$723.42	$506.40	$217.03

Stockton Management C Classifications listed below are base salaries under market and will receive an increase based on the 2007 Classification and Compensation Study

Class Code	Current Job Classification Title	Group	Top Step Annual Base Salary as of 12/01/08	% Under Market Variance	$ Under Market Variance	1st increase 7/1/2009	2nd increase 7/1/2010
05727	Supervising Evidence Technician	MC	$65,052	16.92%	$11,006.80	$7,704.76	$3,302.04
05535	Property Room Supervisor	MC	$62,880	14.23%	$8,947.82	$6,263.48	$2,684.35
05197	Geographic Information Systems Supervisor	MC	$85,884	13.08%	$11,233.63	$7,863.54	$3,370.09
05198	Technology Systems Supervisor	MC	$85,884	12.56%	$10,787.03	$7,550.92	$3,236.11
05270	Risk/Loss Control Officer	MC	$70,896	10.67%	$7,564.60	$5,295.22	$2,269.38
05220	Code Enforcement Field Manager	MC	$73,116	10.56%	$7,721.05	$5,404.73	$2,316.31
05348	Senior Economic Development Analyst	MC	$80,400	10.20%	$8,200.80	$5,740.56	$2,460.24
05349	Program Manager I	MC	$79,524	9.39%	$7,467.30	$5,227.11	$2,240.19
05173	Program Manager II	MC	$88,680	9.39%	$8,327.05	$5,828.94	$2,498.12
05169	Senior Administrative Analyst	MC	$79,608	9.39%	$7,475.19	$5,232.63	$2,242.56
05218	Supervising Public Works Inspector	MC	$76,716	8.55%	$6,559.22	$4,591.45	$1,967.77
05214	Code Enforcement Supervisor	MC	$69,900	8.47%	$5,920.53	$4,144.37	$1,776.16
05485	Supervising Combination Inspector	MC	$76,716	8.20%	$6,290.71	$4,403.50	$1,887.21
05212	Fleet Operations Coordinator	MC	$78,180	8.14%	$6,363.85	$4,454.70	$1,909.16
05301	Fleet Manager	MC	$88,236	8.14%	$7,182.41	$5,027.69	$2,154.72
05459	Micro-Computer Section Supervisor	MC	$69,552	5.82%	$4,047.93	$2,833.55	$1,214.38
05199	Network Support Services Supervisor	MC	$85,884	5.82%	$4,998.45	$3,498.91	$1,499.53
05293	Animal Services Supervisor	MC	$67,236	5.49%	$3,691.26	$2,583.88	$1,107.38
05154	Senior Buyer	MC	$68,184	3.74%	$2,550.08	$1,785.06	$765.02
05343	Arborist	MC	$69,900	2.91%	$2,034.09	$1,423.86	$610.23
05345	Recreation Supervisor	MC	$69,900	2.88%	$2,013.12	$1,409.18	$603.94
05274	Parks Supervisor	MC	$59,220	2.88%	$1,705.54	$1,193.88	$511.66
05471	Senior Golf Course Supervisor	MC	$75,348	2.88%	$2,170.02	$1,519.02	$651.01
05470	Senior Parks Supervisor	MC	$75,348	2.88%	$2,170.02	$1,519.02	$651.01
05425	Supervising Librarian	MC	$73,116	2.82%	$2,061.87	$1,443.31	$618.56
05825	Reprographics Supervisor	MC	$60,420	2.73%	$1,649.47	$1,154.63	$494.84
05455	Supervising Accountant	MC	$85,968	2.00%	$1,719.36	$1,203.55	$515.81
05286	Deputy Building Official	MC	$99,984	1.91%	$1,909.69	$1,336.79	$572.91
05522	Fire Telecommunications Supervisor (10-12 hour)	MC	$71,172	1.70%	$1,209.92	$846.95	$362.98
05518	Fire Telecommunications Supervisor (24-hour)	MC	$71,172	1.70%	$1,209.92	$846.95	$362.98
05541	Police Telecommunications Supervisor	MC	$71,172	1.70%	$1,209.92	$846.95	$362.98
05201	Senior Police Telecommunications Supervisor	MC	$80,964	1.70%	$1,376.39	$963.47	$412.92
05226	Plan Check Engineer	MC	$92,292	1.66%	$1,532.05	$1,072.43	$459.61
05400	Supervising Mechanic	MC	$70,536	1.48%	$1,043.93	$730.75	$313.18
05117	Supervising Plan Checker/Structural Engineer	MC	$103,332	1.08%	$1,115.99	$781.19	$334.80
05718	Parking District Supervisor	MC	$64,860	0.31%	$201.07	$140.75	$60.32

05722	Supervising Parking Attendant	MC	$52,944	0.31%	$164.13	$114.89	$49.24

Stockton Management B Classifications listed below are base salaries over market and will not receive an increase based on the 2007 Classification and Compensation Study

Class Code	Current Job Classification Title	Group	Top Step Annual Base Salary as of 12/01/08	% Over Market Variance	$ Over Market Variance	1st increase 7/1/2009	2nd increase 7/1/2010
04100	Engineering Manager/Assist MUD Director	MB	$140,940	11.27%	$15,889.48	$0.00	$0.00
04158	City Traffic Engineer	MB	$124,728	9.60%	$11,976.49	$0.00	$0.00
04179	Deputy Redevelopment Director	MB	$118,020	9.40%	$11,097.78	$0.00	$0.00
04178	Deputy Housing Director	MB	$118,020	7.10%	$8,383.59	$0.00	$0.00
04177	Deputy Economic Development Director	MB	$118,020	3.40%	$4,009.09	$0.00	$0.00
04155	Purchasing Agent	MB	$99,984	2.94%	$2,942.60	$0.00	$0.00
04139	Deputy Director MUD/Wastewater	MB	$124,248	2.73%	$3,390.25	$0.00	$0.00
04164	Deputy Director MUD/Water Resource Planning	MB	$134,760	2.73%	$3,677.08	$0.00	$0.00
04142	Deputy PW Director/Solid Waste & Building	MB	$106,584	2.47%	$2,632.62	$0.00	$0.00
04160	Solid Waste Manager	MB	$99,984	2.06%	$2,063.68	$0.00	$0.00
04107	Deputy Director of Library Services	MB	$118,020	1.89%	$2,230.18	$0.00	$0.00
04147	Deputy Director MUD/Stormwater	MB	$124,248	1.56%	$1,938.27	$0.00	$0.00
04122	Deputy Director MUD/Wastewater (PE)	MB	$134,760	1.56%	$2,102.26	$0.00	$0.00
04167	Deputy Director MUD/Water & Collection Systems	MB	$124,248	1.56%	$1,938.27	$0.00	$0.00
04166	Deputy Director MUD/Water & Collection Systems (PE)	MB	$134,760	1.56%	$2,102.26	$0.00	$0.00
04123	Deputy Director MUD/Water & Sewer (PE)	MB	$134,760	1.56%	$2,102.26	$0.00	$0.00
04039	Deputy PW Director/City Engineer	MB	$140,940	1.37%	$1,933.25	$0.00	$0.00
04163	Engineering Services Manager	MB	$124,728	0.58%	$729.39	$0.00	$0.00
04156	Geographic Information Systems Manager	MB	$85,800	0.00%	$0.00	$0.00	$0.00
04157	Management Information Systems Manager	MB	$85,800	0.00%	$0.00	$0.00	$0.00

Stockton Management C Classifications listed below are base salaries over market and will not receive an increase based on the 2007 Classification and Compensation Study

Class Code	Current Job Classification Title	Group	Top Step Annual Base Salary as of 12/01/08	% Over Market Variance	$ Over Market Variance	1st increase 7/1/2009	2nd increase 7/1/2010
05680	Materials Supervisor	MC	$70,896	15.19%	$10,769.10	$0.00	$0.00
05210	Geographic Information Systems Administrator	MC	$73,116	13.08%	$9,563.57	$0.00	$0.00
05495	Facilities Maintenance Supervisor	MC	$61,884	10.19%	$6,305.98	$0.00	$0.00
05473	Senior Facilities Maintenance Supervisor	MC	$80,004	10.19%	$8,152.41	$0.00	$0.00
05336	Budget Analyst I	MC	$56,784	7.57%	$4,298.55	$0.00	$0.00
05206	Budget Analyst II	MC	$79,608	7.57%	$6,026.33	$0.00	$0.00
05460	Public Works Supervisor	MC	$80,160	7.51%	$6,020.02	$0.00	$0.00

05450	Public Works Supervisor/Electrical	MC	$86,832	7.51%	$6,521.08	$0.00	$0.00
05450	Public Works Supervisor/Electrical	MC	$86,832	7.51%	$6,521.08	$0.00	$0.00
05221	Senior Public Works Supervisor	MC	$88,236	7.51%	$6,626.52	$0.00	$0.00
05216	Senior Public Works Supervisor/Electrical	MC	$95,580	7.51%	$7,178.06	$0.00	$0.00
05236	Associate Engineer/Mechanical	MC	$86,400	6.88%	$5,944.32	$0.00	$0.00
05237	Associate Engineer/Traffic	MC	$86,400	6.88%	$5,944.32	$0.00	$0.00
05127	Associate Mechanical Engineer	MC	$95,868	6.88%	$6,595.72	$0.00	$0.00
05708	Executive Assistant	MC	$62,880	6.49%	$4,080.91	$0.00	$0.00
05125	Associate Civil Engineer	MC	$95,868	6.18%	$5,924.64	$0.00	$0.00
05234	Associate Engineer	MC	$86,400	6.18%	$5,339.52	$0.00	$0.00
05232	Associate Traffic Engineer	MC	$95,868	6.18%	$5,924.64	$0.00	$0.00
05720	Supervising Office Assistant	MC	$58,920	5.59%	$3,293.63	$0.00	$0.00
05741	Supervising Revenue Assistant	MC	$64,860	5.54%	$3,593.24	$0.00	$0.00
05370	Supervising Real Property Agent	MC	$99,984	5.49%	$5,489.12	$0.00	$0.00
05505	Fire Telecommunications Specialist	MC	$69,768	5.34%	$3,725.61	$0.00	$0.00
05771	Supervising Police Records Assistant	MC	$62,880	3.17%	$1,993.30	$0.00	$0.00
05291	Housing Programs Supervisor	MC	$82,932	2.65%	$2,197.70	$0.00	$0.00
05126	Architect	MC	$76,104	2.55%	$1,940.65	$0.00	$0.00
05225	Assistant City Traffic Engineer	MC	$107,328	2.47%	$2,651.00	$0.00	$0.00
05116	Senior Civil Engineer	MC	$107,328	2.47%	$2,651.00	$0.00	$0.00
05260	Library Division Manager	MC	$87,792	1.89%	$1,659.27	$0.00	$0.00
05886	Senior Community Service Officer	MC	$58,332	0.91%	$530.39	$0.00	$0.00
05461	Tree Maintenance Supervisor	MC	$69,900	0.43%	$300.57	$0.00	$0.00
05191	Senior Planner	MC	$90,468	0.05%	$46.40	$0.00	$0.00
05235	Senior Transportation Planner	MC	$90,024	0.05%	$45.01	$0.00	$0.00
05209	Computer Operations & Maintenance Supervisor	MC	$73,116	0.00%	$0.00	$0.00	$0.00
05472	Craft Maintenance Supervisor	MC	$68,184	0.00%	$0.00	$0.00	$0.00
05360	Financial Services Supervisor	MC	$68,112	0.00%	$0.00	$0.00	$0.00
05497	Library Building Maintenance Supervisor	MC	$58,920	0.00%	$0.00	$0.00	$0.00
05287	Park Facility Planner	MC	$99,984	0.00%	$0.00	$0.00	$0.00
05207	Police Planning Analyst	MC	$79,608	0.00%	$0.00	$0.00	$0.00
05130	Quality Improvement Coordinator	MC	$94,728	0.00%	$0.00	$0.00	$0.00
05196	SCADA/CMMS Manager	MC	$85,884	0.00%	$0.00	$0.00	$0.00
05217	Surveying Supervisor	MC	$72,468	0.00%	$0.00	$0.00	$0.00
05686	Warehouse Supervisor	MC	$54,780	0.00%	$0.00	$0.00	$0.00

CITY OF STOCKTON

FIRE UNIT
MEMORANDUM OF UNDERSTANDING

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers Milias Brown Act (Government Code sections 3500 3511)("MMBA") and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned regarding wages, hours, and other terms and conditions of employment for the period commencing July 1, 2011~~1~~2, and ending on June 30, 2012~~2~~3. This agreement shall supersede all other existing agreements on the matters set forth herein.

(As amended, approved and adopted by Stockton City Council on ~~October 18, 2011~~)

TABLE OF CONTENTS

* Table of Contents is subject to change once agreement is finalized.

Section 1. Recognition **1**
1.1. City Recognition 1
1.2. Union Recognition 1
Section 2. Union Security **2**
2.1. Dues Deduction 2
a. General 2
b. Indemnity and Refund 3
2.2. Use of City Facilities 3
2.3. Advance Notice 4
2.4. Attendance At Meetings By Employees 4
Section 3. Compliance With laws **6**
3.1. Non-Discrimination/Equal Employment 6
Section 4. Probation **7**
4.1. Purpose 7
4.2. Original Entrance Positions 7
4.3. Retention/Rejection of Probationer 7
4.4. Promotional Positions 7
Section 5. Layoff **8**
5.1. Layoff Scope 8
5.2. Notice Of Layoff 8
5.3. Precedence By Employment Status 8
5.4. Employee Options 9
Section 6. Reemployment **10**
Section 7. Discipline **12**
Section 8. Grievance Procedures **13**
8.1. Definition 13
8.2. Filing Deadline 13
8.3. Grievance Processing 13
a. Step 1 - Departmental Review 13

b. Step 2 - Director of Human Resources Review 13
c. Step 3 - City Manager Review 13
d. Step 4 - Arbitration 14
e. Effect of Decision 14
8.4. Scope of Arbitration 14
8.5. Other Provisions 14
Section 9. Leaves 16
9.1. Vacation Leave 16
a. Accrued Vacation Allowance 16
b. Maximum Vacation Accrual 16
c. Longevity Vacation Allowance 17
d. Scheduling 17
e. Vacation Allowance for Separated Employees 166
9.2. Sick Leave 18
a. Accrual 18
b. Usage 19
c. Family Sick Leave 19
d. Procedures for Requesting and Approving Sick Leave 19
e. Doctor's Certificate or Other Proof 20
f. Use of Sick Leave While on Vacation 20
g. Accessibility and Reporting 20
h. Return to Duty 20
i. Payment for Unused Sick Leave 18
j. No Payment for Unused Sick Leave 18
9.3. Other Leaves With Pay 21
a. Bereavement Leave 21
b. Court Appearance 22
c. Maternity Leave 22
d. Military Leave 23
9.4. Workers' Compensation Leave 23
a. Notification to Department ..... **Error! Bookmark not defined.**

b. Accessibility and Reporting 24
c. Return to Duty 24
9.5. Leave of Absence 25
9.6. Leave of Absence Without Pay 25
a. Purpose and Length 25
b. Application For and Approval of Leaves of Absence Without Pay 26
9.7. Absence Without Official Leave (AWOL) 26
a. Denial of Leave Request or Failure to Return After Leave 26
b. Voluntary Resignation 26
Section 10. Days and Hours of Work 27
10.1. Workweek 27
10.2. Shift Trades 27
10.3. Staffing Policy 27
Section 11. Overtime 28
11.1. Definition 28
11.2. Compensatory Time 28
a. Definition 28
b. Use 28
c. Department Policy 28
11.3. Fair Labor Standards Act 28
a. Work Out of Classification 29
b. Training Time 30
c. Rank for Rank Relief 30
d. Continuing Education for Paramedics 306
e. Calculation of Overtime Pay for Fire Suppression Personnel 306
f. Calculation of Pay While in Fire Academy 31
Section 12. Holidays 32
Section 13. Compensation and Allowances Other Than Base Salary 34
13.1. Public Employee Retirement System Benefits for Unit Employees hired on or before June 30, 2011 34
a. Retirement Contribution Supplement 34
b. Military Service Credit 34

c. Employee Contributions 34
d. Employee Contribution Towards Employer Pension Cost 309
e. Three Percent At Age 50 Retirement Benefits 30
f. Additional PERS Benefits 35
13.2. Public Employee Retirement System Benefits for Unit Employees hired on or after July 1, 2011 35
13.3. Certification Incentive Pay 30
13.4. HAZ/MAT Assignment 36
13.5. Paramedic Certification 37
13.6. Uniform Allowance 38
13.7. Contagious Disease 38
13.8. Acting Pay 31
13.9. Call-Back Pay 382
13.10. Tiller Pay 382
13.11. Deputy Fire Marshal Series 39
13.12. Fire/Engineer Operator 382
13.13. Administrative Captain 39
13.14. Other Administrative Positions 39
13.15. Longevity Pay 383
Section 14. Insurance Plans 41
14.1. Health Insurance And Related Benefits 41
a. Choice of Health Plans. 41
b. Eligibility 41
c. City Contribution Towards the Cost of Insurance Programs 41
d. Plan Rules 42
14.2. Retirement Medical Allowance 42
a. Normal Service Retirement 42
b. Disability Retirement. 42
c. Prescription Coverage. 42
d. Medical Plan 42
14.3. Medicare Supplemental Coverage Requirements only for Employees hired on or before June 30, 2011 45

14.4. No Retirement Medical Allowance 46
14.5. Long Term Disability Insurance 46
Section 15. Salary Plan 48
15.1. Salary Ranges 48
15.2. Salary Upon Appointment 48
15.3. Salary Equivalents 48
15.4. Salary Step Plan-Sworn Ranks 48
15.5. Salary Step After Military Leave 50
15.6. Salary Step When Salary Range is Increased 50
15.7. Salary Step After Promotion or Demotion 50
15.8. Salary on Reinstatement 50
15.9. Salary Adjustments 51
Section 16. Separability of Provisions 51
Section 17. Practices and Existing Memoranda of Understanding 51
Section 18. Scope of Agreement 51
Section 19. Duration of Agreement 52
Section 20. Maintenance of Operations 52
Signatures 42
Appendix A: Salary Schedule .....
Appendix B: City of Stockton Modified Employee Medical Plan with Medical Plan Design Changes Effective September 1, 2011 .....
Appendix C: Release of Claims .....
~~**Appendix D: Wellness-Fitness Program .....**~~

SECTION 1. RECOGNITION

1.1. City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereafter referred to as the "City," in employer employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.

1.2. Union Recognition

The Stockton Firefighters' Local 456 (formerly Local 1229), International Association of Firefighters, hereafter referred to as the "Union," is the recognized employee organization for the Firefighters' Unit, certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.

SECTION 2. UNION SECURITY

2.1. Dues Deduction

a. General. The Union 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 Union has the exclusive privilege of dues deduction for its members.

Payroll deductions shall be for a specified amount, consistent for all employee-members of the Union, and shall not include fines and fees.

Authorization, cancellation, or modification of payroll deductions shall be made upon forms provided or approved by the City. The payroll deduction authorized shall remain in effect until:

(1) Canceled or modified by the employee through written notice to the City; or

(2) The first day of the calendar month following the employee's transfer to a position represented by another employee organization; or

(3) The employee terminates his or her employment with the City.

Additional authorization shall not be required for deduction of increased membership dues when such increase has been duly approved by the membership of the Union. Notification of such approval shall be forwarded to the City in the form of written notice on official Union letterhead and signed by the Union President or other duly authorized Union official. Upon receipt of notification, the City shall authorize the payroll deduction of the increased amount.

[MODIFICATIONS IN THIS SECTION DUE TO INCORPORATION OF 2010 SIDE LETTER RE: UNION SECURITY.]

Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Union 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 Union members who request it, premiums for group insurance and investment plans sponsored by the Union. Such deductions shall be made in one lump sum and only upon receipt of a signed authorization from the employee on a form that is satisfactory to the City. ~~Such authorizations may~~

~~be made or changed no more frequently than twice yearly.~~ Such deductions shall be payable to the Union who is responsible for distribution to sponsored programs.

[MODIFICATIONS IN THIS SECTION DUE TO INCORPORATION OF 2010 SIDE LETTER RE: UNION SECURITY.]

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 from future earnings to cover that pay period nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non pay status during part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other required deductions shall have priority over the employee organization deduction.

b. Indemnity and Refund. The Union shall indemnify, defend, and hold the City harmless against any claim made or any suit initiated against the City in connection with or as a result of any employee-authorized deduction and/or payment of Union dues or premiums for benefits. In addition, upon presentation of supporting evidence, the Union shall refund to the City any amounts paid to it in error.

2.2. Use of City Facilities

The Union 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 Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

Any representative of the Union shall give notice to the Fire Chief or the Fire Chief's designated representative when contacting Department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Union business shall be conducted during the non duty hours of all employees concerned. Prearrangement for routine contact may be made with the Fire Chief or the Fire Chief's designated representative and when made shall continue until revoked by the Fire Chief.

City buildings and other facilities may be made available for use by City employees and the Union or their representatives in accordance with such administrative

procedures as may be established by the City Manager or department heads concerned.

Members of the Union are prohibited from using City equipment and/or time for their personal use.

2.3. Advance Notice

Except in cases of emergency, the Union shall be given reasonable advance written notice of the proposed change to any ordinance, resolution, rule, or regulation to be adopted by the City that relates to matters within the scope of representation and shall be given the opportunity to negotiate, if requested, with the management representatives designated by the City Manager.

In cases of emergency which constitute an imminent threat to the City's financial and/or other resources, the City may immediately implement any emergency measures the City deems necessary to prevent the public business and/or the City's operations from being financially or otherwise impaired and deal with the emergency at hand. At the earliest practicable date thereafter, the Union shall be provided with the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representatives designated by the City Manager.

2.4. Attendance At Meetings By Employees/Release Time

Release Time Related to Meet and Confer. City employees who are official representatives ~~or unit representatives~~ of the Union shall be given reasonable time off with pay**, in accordance with the MMBA,** to attend meetings with City management representatives ~~or be present at City hearings~~ where matters within the scope of representation or grievances **related to this unit** are being considered. The use of official **release** time for this purpose shall be reasonable and shall not interfere, as determined by the City, with the performance of City services. Such employee representatives shall request an excused absence, prior to the scheduled meeting, whenever possible. Except by mutual agreement, the number of employees excused for **release time related to meeting with City management on meet and confer and grievance matters** ~~such purposes~~ shall not exceed three (3) per recognized bargaining unit.

~~Effective July 1, 2003, the City shall allocate to the Union five hundred (500) hours each calendar year for the purpose of a Union Time Bank. This time off shall be used by Union representatives for matters not already covered in section 2.4 (a) above. The maximum number of hours for the Union Time Bank that shall be allowed on the books at any one time is one thousand (1000) hours. The use of the~~

~~Union Time Bank shall be reasonable, as determined jointly by the Union President and Fire Chief. Such employee representatives requesting Union time off shall request prior to the scheduled time off.~~

SECTION 3. COMPLIANCE WITH LAWS

3.1. Non-Discrimination/Equal Employment

The City and the Union agree that there shall be no discrimination of any kind on the basis of **age (over 40),** race, creed, color, religion, national origin **(ancestry)**, **veterans status, physical or mental disability, marital status,** sex **(sexual, gender based, pregnancy/childbirth)**, sexual orientation, ~~disability, age,~~ political affiliation, legitimate Union activity, or on any other basis prohibited by applicable federal and State law against any employee or applicant for employment. In addition, the Union shall cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.

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 the employee to his/her position, and for eliminating any probationary employee whose performance does not meet the required standards of work.

4.2. Original Entrance Positions

All original entrance sworn positions shall be ~~tentative and~~ subject to a probationary period of eighteen (18) months. The probationary period for entrance sworn positions shall not be extended.

4.3. Retention/Rejection of Probationer

The Director of Human Resources shall notify the appointing authority at least four (4) weeks prior to the termination of any probationary period. At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, the appointing authority shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee is desired. During the probationary period an employee may be rejected at any time by the appointing authority.

4.4. Promotional Positions

~~Promotional appointments in the Fire Department are permanent appointments not subject to a probationary period.~~ **All promotional Fire Department appointments shall be subject to a probationary period of twelve (12) months. The probationary period for Fire Department promotional positions shall not be extended.**

SECTION 5. LAYOFF

Any employee may be laid off by the appointing authority in the event of the abolition of his/her position by the City Council or if a shortage of work or funds requires a reduction in personnel. The appointing authority shall have the power to determine, after consideration of work requirements and the efficiency and conduct of individual employees and their length of service, the order in which employees shall be laid off.

5.1. Layoff Scope

a. Layoffs shall be within departments of the City.

b. The departments of the City are defined as follows:

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

5.2. Notice Of Layoff

The City will give advance written notice of at least one (1) pay period to employees who will be laid off.

5.3. 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, as listed in ascending order:

a. Extra Help
b. Provisional

c. Temporary
d. Probationary

Layoffs shall be by job classification according to the length of time served in that class with the employee having the least amount of time served in the class to be laid off first. For the purpose of this procedure, part time classes shall be considered as separate from and shall be laid off prior to regular full time classes. The following provisions shall apply in computing total continuous service:

a. Time spent on military leave shall count as service if 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 for any other class.

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

If two (2) or more employees have the same seniority, the order of seniority shall be determined by the employees' examination results and ranking on the respective eligibility list upon which the employees' were subsequently hired ~~lot~~.

[MODIFICATIONS IN THIS SECTION DUE TO INCORPORATION OF 2010 LETTER OF AGREEMENT RE: TIE BREAK AND REEMPLOYMENT LIST.]

5.4. Employee Options

Employees laid off shall have the following choices:

a. Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources 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.

SECTION 6. REEMPLOYMENT

When an employee with ~~in the~~ classified service whose ~~has been~~ performance~~ing~~ evaluation conducted by the employing department reflects that the employee is performing ~~his/her~~ duties ~~in a~~ satisfactorily ~~manner, as shown by the records of the department in which he/she has been employed,~~ is laid off ~~because of~~ due to lack of funds or their ~~abolition of his/her~~ position is abolished or ~~has been~~ on authorized leave of absence and is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the ~~such~~ employee in the appropriate class to be placed on the reemployment list. ~~for the appropriate class for reemployment within two (2) years thereafter when vacancies occur. The employee shall not be placed on said list or lists without his/her request.~~ Except as otherwise provided in subsection (b) below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur.

(a) An employee who receive a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee demoted, as provided for in subsection (a), above, and remain on the list either until the employee is appointed to the position or the employee declines appointment to the position. The reemployment rights granted by this subsection are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

The reemployment list for any class shall be established by a Civil Service resolution, as needed. The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means "last laid off, first rehired." **An employee who waives reemployment shall have his/her name removed from the reemployment list, unless mutually agreed to by the Department and employee.**

~~The order in which names shall be placed on the reemployment list for any class shall be established by resolution from time to time by the Civil Service Commission. The Civil Service Commission shall determine this order by impartial investigation based upon consideration of work requirements, the efficiency and conduct of the individual employees, their length of service, and recommendation by the appointing authority and the Fire Chief.~~

~~In filling vacancies, eligibles on reemployment lists take precedence over eligibles on any other lists for the same rank in the department for which the lists apply.~~

[MODIFICATIONS IN THIS SECTION (Other than the sentence above in bold are) DUE TO INCORPORATION OF 2010 LETTER OF AGREEMENT RE: TIE BREAK AND REEMPLOYMENT LIST.]

SECTION 7. DISCIPLINE

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

The appointing authority may discharge, suspend, or demote any employee in the classified service provided the City Charter provisions, 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 file an appeal to the Civil Service Commission. The employee may take any one (1) of the following actions:

a. File no appeal.

b. File an appeal with the Civil Service Commission within ten (10) business days of receipt of written notification of the action. Such filing will foreclose the use of the grievance procedure.

c. File a grievance as provided for in Section 8.2, below, within ten (10) business days of receipt of written notification of the action.

If the employee fails to do “b” or “c,” above, within the prescribed time frames, those rights will have been waived.

SECTION 8. GRIEVANCE PROCEDURES

8.1. 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.

8.2. Filing Deadline

No grievance involving demotion, suspension, discharge, or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the time the affected employee received written notification of such action.

For purposes of filing appeals and grievances, the City of Stockton's business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding City-recognized holidays.

8.3. Grievance Processing

a. Step 1 - Departmental Review. Any employee who believes that he/she has a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit his/her grievance directly to the Union's recognized representative, the procedures set forth in Step 2, below, may be invoked.

b. Step 2 - Director of Human Resources Review. Any employee or any official of the Union may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have fourteen (14) working days in which to investigate the issues, meet with the complainant, and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph, except for the resolution of compensation complaints.

c. Step 3 - City Manager Review. Any grievance that has not been resolved by the procedures set forth above may be referred to the City Manager by the

complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

d. Step 4 - Arbitration. If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union 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, except as otherwise provided herein.

8.4. Scope of Arbitration

No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in paragraph 8.1, above.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section. The arbitrator selected pursuant to this section shall not have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

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

8.5. Other Provisions

If the Director of Human Resources or the City Manager, in pursuance of the procedures outlined above, resolve a grievance which involves suspension or discharge, they 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/her judgment for the judgment of management and if the arbitrator finds that the City had such right, he/she may not order reinstatement and may not assess any penalty upon the City.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints that allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process, and if not detailed in the Memorandum of Understanding 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 sixty (60) days from the date upon which the complaint was filed.

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 that 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 Union shall be processed under this section. If the City Charter requires that another option be available to the employee, no action under paragraph “d” of subsection 8.3, above, shall be taken unless it is determined that the employee is not availing himself/herself of such option.

No action under paragraph “d” of subsection 8.3, above, 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 Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

SECTION 9. LEAVES

9.1. Vacation Leave

a. Accrued Vacation Allowance. All regular employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave as follows:

(1) 40 hour workweek employee:

Under 1.5 years	80 hours
1.5 – 7.5 years	108 hours
7.5 – 15 years	144 hours
15 – 25 years	189 hours
25 plus years	additional 7 hours each year

(2) 56 hour workweek employee:

Under 1.5 years	120 hours
1.5 – 7.5 years	162 hours
7.5 – 15 years	216 hours
15 – 25 years	283.5 hours
25 plus years	additional 10.5 hours each year

b. Maximum Vacation Accrual. Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave and balances without exception. ~~For employees who on August 1, 2011 have vacation balances that exceed their maximum shall have until June 30, 2012 to use sufficient vacation to get under the maximum allowed. If an employee does not get below the maximum by that date, they shall retain their existing earned vacation but shall not earn any additional vacation until they are under the maximum vacation accrual allowed.~~ Employees shall accrue vacation on a twice-monthly basis.

The maximum number of vacation hours that employees on a 40 hour workweek shall accrue are as follows:

Under 1.5 years	~~200~~ **120** hours
1.5 – 7.5 years	240 hours
7.5 – 15 years	280 hours
15 – 25 years	320 hours
26 years	328 hours

27 years	336 hours
28 years	344 hours
29 years	352 hours
29 plus years	7 hours each additional year

The maximum number of vacation hours that employees on a 56 hour workweek shall accrue are as follows:

Under 1.5 years	300 hours
1.5 – 7.5 years	360 hours
7.5 – 15 years	420 hours
15 – 25 years	480 hours
26 years	492 hours
27 years	504 hours
28 years	516 hours
29 years	528 hours
29 plus years	7 hours each additional year

c. Longevity Vacation Allowance

(1) Program is eliminated as of July 1, 2011. Employees with accrued longevity allowance positive balances as of June 30, 2011 will have those balances frozen and cashed out upon separation at the employee's rate of pay on June 30, 2011.

(2) Annual longevity vacation allowance accrual credited on January 1, 2011 shall be reduced by fifty percent (50%).

d. Scheduling

(1) 48/96 Shift Schedule

The 48/96 Shift Schedule for line fire suppression employees shall continue indefinitely with the contingency that the Fire Chief shall retain the ability to discontinue, change or otherwise alter the work schedule consistent with his/her management responsibility to control and direct all Stockton Fire Department's members and divisions. The following provisions shall apply, as long as the 48/96 Shift Schedule remains in effect:

(a) A minimum of four (4) shifts of Accrued Vacation must be scheduled per year. The four (4) shift minimum is not required to be scheduled contiguously.

(b) Any Accrued Vacation that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.

(c) Sell-back. Effective July 1, 2011, employees on a forty (40) hour workweek may sell back a maximum of forty (40) hours of unused Accrued Vacation per year except during furlough or fiscal emergency periods. Employees on a fifty-six (56) hour workweek may sell back a maximum of (60) hours of unused accrued vacation per year except during furlough or fiscal emergency periods.

e. Vacation Allowance for Separated Employees.

(1) When an employee is separated from the service **between February 17, 2012 and July 1, 2014**, **the employee's** ~~his/her~~ remaining vacation allowance including **Longevity Vacation allowance**, if any, shall be ~~added to his/her final compensation.~~ **paid as follows**:

a. Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated vacation hours.

b. On the one year anniversary of employee's separation, he/shall shall receive the second payment of one third (1/3) or $10,000, whichever is greater of the balance of his/her unused accumulated vacation hours.

c. On the second year anniversary of employee's separation he/she shall receive payment for the balance of the unpaid accumulated vacation hours.

d. Employees who are involuntarily separated shall have their unused accumulated vacation hours, if any, added to his/her final compensation.

9.2. Sick Leave

a. Accrual. All regular employees on a forty (40) hour a week schedule, except provisional, temporary, and part time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular employees on a fifty-six (56) hour workweek schedule, except provisional, temporary, part-time employees shall accrue sick leave at a rate of twelve (12) hours for each month of service. All regular employees, except

provisional, temporary, and part time employees, working 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 that the employee would normally have worked, to a maximum of sick leave hours accrued by the employee.

An employee may use sick leave for preventive medical, dental, optical care, and for illness, injury, or exposure to contagious disease, which incapacitates him/her from performing his/her duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, and childbirth and recovery therefrom.

c. Family Sick Leave. Employees may utilize **fifty percent (50%) of their annual accrued sick leave to attend to** ~~sick leave in the~~ case**s** 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 Fire Chief to the time reasonably required to make other arrangements for such care.~~

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

d. Procedures for Requesting and Approving Sick Leave. The employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD) at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty. When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request in writing authorization for such sick leave from the Fire Chief prior to such absence.

Before an employee may be paid for the use of accrued sick leave, he/she shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth the dates and hours of absence, the exact reason, and such other information as is necessary for his/her request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the Fire Chief.

e. Doctor's Certificate or Other Proof. ~~If an employee's illness results in an absence from work for more than two (2) consecutive shifts, a doctor's certificate or other reasonable proof of illness may be required by the Fire Chief.~~

The Fire Chief **or** ~~and~~ the Director of Human Resources ~~may make such sick leave usage reviews and~~ may require **a doctor's certificate or other reasonable proof of illness** ~~such physician's documentation~~ as they deem necessary to insure proper use of the sick leave benefit. **The employee shall be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay.**

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. Accessibility and Reporting. All officers and members of the Department on leave for sickness shall be available by telephone or at their home for consultation with the Fire Chief or the Fire Chief's designee. Exceptions to this rule shall only be made with the permission of the attending physician and Fire Chief.

All officers and members of the Department on leave for sickness for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

h. Return to Duty. Upon availability for return to duty, the employee shall notify the Chief's Operator, or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period. Sick leave may be granted for any period of time approved by the Fire Chief.

i. Payment for Unused Sick Leave for **Unit** Employees ~~Hired on or before June 30, 2011~~. ~~Upon separation with ten (10) years or more of continuous service~~

~~or upon termination of employment by reason of death or service or disability retirement, the employee or the employee's estate will be paid fifty percent (50%) of the total sick leave balance as of June 30, 2011 at its current value as of June 30, 2011. Any sick leave accrued on or after July 1, 2011 shall have no cash value. This provision shall also apply for service or disability retirement. Sick leave accrued after July 1, 2011 shall be deposited into a new sick leave bank. Sick leave accrued in the new sick leave bank established on July 1, 2011 shall be depleted before sick leave is charged to the old sick leave bank that was frozen as of June 30, 2011.~~

Effective February 17, 2012, all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees shall be eligible for CalPERS service credit for unused sick leave at retirement based on the PERS contract provisions in effect at the time of their hire.

j. ~~Unused Sick Leave for Employees Hired on or After July 1, 2011~~

~~(1) Employees hired on or after July 1, 2011 are not eligible for any cash out of unused sick leave and their sick leave shall not have any cash value.~~

~~(2) Employees hired on or after July 1, 2011 shall be eligible for CalPERS service credit for unused sick leave at retirement based on the PERS contract provisions in effect at the time of their hire. The parties have agreed to the implementation of a new retirement tier and employees hired after the implementation of that new tier will not be eligible for unused sick leave service credit.~~

9.3. Other Leaves With Pay

a. Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon his/her request, be granted up to three (3) days bereavement leave with pay and without charge to his/her accumulated sick leave credits or vacation eligibility. The City Manager 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, "immediate family" shall be restricted to the employee's parents, spouse, **registered domestic partner**, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

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 leave upon request, which shall be charged against the employee's accumulated sick leave credits.

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

Such absences from duty will be **compensated for actual hours** ~~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, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the City, within fifteen (15) days after receipt, all fees received, except those specifically allowed for mileage and expenses. The employee shall remit such fees to the City through the employee's department head.

Attendance at court or at a deposition while in an on duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time necessarily involved, shall be considered and paid as hours worked.

Other absences from duty for attendance at court or at depositions shall be without pay.

On-duty employees shall return to work immediately upon release from court.

Attendance at court or at a deposition while in an off duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time, where such travel is to a location outside of San Joaquin County, shall be considered **in terms of actual hours spent performing those duties** and paid as hours worked.

For the purpose of computing any travel time to be reimbursed by the City in accordance with this section for attendance at court or at a deposition while in an off duty status, such travel time shall be deemed to commence from the San Joaquin County Courthouse.

c. Maternity Leave. Time off the job for pregnancy, childbirth, and related medical conditions will be covered as required by State and federal law and applicable City policy. Employees may use sick leave, leave without pay, 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.

d. 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) calendar days in any calendar year.

All regular employees in the service of the City 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 shall be allowed leave of absence without pay for the duration of a national emergency. Except as hereafter stated, said employees shall be reinstated into City service, provided 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 his/her minimum probationary period of eighteen (18) months at the time of induction, it shall be optional with the Fire Chief 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 eighteen (18) months or having served the minimum probationary period of eighteen (18) months but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency. Following such leave, 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 regular status.

Two (2) or more regular employees granted military leave of absence without pay from the same position shall be reemployed according to their seniority of employment, provided they are physically fit, as above specified.

9.4. Workers' Compensation Leave

Whenever an employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence, while so disabled, without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one

(1) year or until such earlier date as he/she is retired on permanent disability pension.

If injury is claimed to be job-related or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician's statement. Otherwise, disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received within three (3) days of the initial absence. The company officer should originate a "Supervisor's Report of Accident" form (Form 78).

a. Notification to Department. The employee should notify the Chief's Operator or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty.

b. Accessibility and Reporting. All officers and members of the Department on leave for injury (job-related or non job-related) shall be available at their homes or by telephone for consultation with the Fire Chief or the Fire Chief's designee(s). Exceptions to this rule shall only be made with the permission of the attending physician and the Fire Chief.

All officers and members of the Department on leave for injury (job-related or non job-related) for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

c. Return to Duty. Upon availability for return to duty, employees shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period.

d. **Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources**.

9.5. Leave of Absence

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the Fire Chief under this section shall be subject to review by the City Manager, whose ruling shall be final.

Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereafter.

The entitlement to City-paid premiums shall end on the last day of the month in which the employee was paid except that employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plans by prepayment of the monthly premium during the authorized leave of absence.

Authorized absence without pay that exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee is required to be absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.6. Leave of Absence Without Pay

a. Purpose and Length. Only employees occupying regular positions on a permanent basis are eligible for leaves of absence without pay under the provisions of the section.

An appointing authority may grant leaves of absence without pay for personal reasons up to a maximum of twelve (12) months with the approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury, which are not job incurred, may be granted for a maximum period of twelve (12) months with the approval of the Director of Human Resources. This includes

disabilities caused or contributed to by pregnancy, miscarriage, abortion, and childbirth and recovery therefrom.

Such a leave will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.

b. Application For and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to the Fire Chief and the City Manager. The request shall set forth the reasons for the request and all other information required for the Fire Chief of the Fire Chief's representative to evaluate the request. Leaves without pay may be canceled by the Fire Department at any time.

9.7. Absence Without Official Leave (AWOL)

a. Denial of Leave Request 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 canceled by the Department or City Manager or at the expiration of a leave shall be considered an absence without leave.

b. Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from employment with the City.

SECTION 10. DAYS AND HOURS OF WORK

10.1. Workweek

The regularly scheduled workweek for each member of the Fire Unit assigned to fire suppression duties shall average fifty six (56) hours over a twelve (12) week period. The regularly scheduled workweek for each member of the Fire Unit assigned to work in the Department's administrative offices, the Fire Prevention Bureau, or the Division of Training shall be forty (40) hours. (For purpose of compliance with the Fair Labor Standards Act, a work period of 204 hours in a twenty seven (27) day cycle has been declared by the Fire Chief for suppression personnel.) Other work periods may be declared by the Fire Chief for some or all members of the Fire Unit when dictated by operational requirements of the Fire Department.

All working shifts will commence at 8:00 a.m., with the exception of the employees assigned to work in the Fire Administration Office, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

10.2. Shift Trades

Fire Unit employees will be allowed to trade shifts. Shift trade privileges shall be determined and administered by the Fire Chief or the Fire Chief's designee in accordance with Article J, Section 2 of the Fire Department Procedures Manual, which provides for Fire Unit employees to have up to a maximum of nine (9) uncompleted shift trades at any one time and that the period during which shifts are to be traded and paid back shall not exceed twelve (12) months.

10.3. Staffing Policy

The City has management rights to determine staffing and the City will comply with applicable CalOSHA laws.

SECTION 11. OVERTIME

11.1. Definition

a. For the purpose of determining whether an employee is to be paid at the rate of time and one-half (1-1/2) for hours worked in excess of **182 hours in a twenty-four (24) day work period** ~~216 hours in a twenty-seven (27) day work period,~~ hours worked shall include ~~all paid time as well as~~ all **actual** time worked.

b. For Fire Prevention Bureau employees and Division of Training employees, overtime shall be paid at the rate of time and one half (1-1/2) for all hours **of actual time worked** in excess of forty (40) hours in a seven (7) day work period ~~for which they are in a paid status because of the performance of work and/or the use of paid leave~~.

11.2. 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 in excess of their normal work schedule.

b. Use. Such compensatory time must be taken during the same **twenty-four (24)** ~~twenty seven (27)~~ day work period in which it is earned and will be credited on an hour off for hour worked basis. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief's designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that he/she is unable to take accrued compensatory time during the same **twenty-four (24)** ~~twenty seven (27)~~ day work period in which it is earned, pay for such time shall be provided at straight time or time and one half (1-1/2) depending upon the number of hours worked by the employee during the work period.

c. Department Policy. Compensatory time for sworn 40-hour personnel shall be provided in accordance with the Department's Policy and Procedures, Article J, Section 3B.

11.3. Fair Labor Standards Act

The City and the Union shall cooperate with each other to promptly resolve any issue that may arise during the term of this Memorandum of Understanding regarding compliance with the Fair Labor Standards Act. Any dispute involving the interpretation or application of the Fair Labor Standards Act may be referred to the

City Manager by the complaining party or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issue(s) involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

~~The interpretation and application of the Fair Labor Standards Act with regard to the following provisions: Work Out of Classification, Training Time, Rank for Rank Relief, Continuing Education for Paramedics, and Calculation of Overtime Pay for Fire Suppression Personnel, shall be administered in accordance with the Letter of Understanding dated May 5, 1986, between the City and the Union, which states:~~

~~This is to set forth certain agreements and understandings between the Union and City, through their designated representative, as to the interpretation and application of the Fair Labor Standards Act with regard to the employees in the Fire Unit. The provisions set forth in this section shall be binding on the parties and shall remain in effect for the duration of the existing Memorandum of Understanding.~~

a. Work Out of Classification: Employees assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which the employee does not hold a permanent appointment.

b. Training Time. The time spent by an employee for job-related training in which participation is required **by the City** as a condition of **continued** employment shall be considered as hours worked. Said training time shall be viewed as hours worked in lieu of the employee's normally scheduled shifts for that period. Employees shall participate in such training programs during their normally scheduled hours of work when provided by the City during those hours, unless there is a particular hardship or schedule conflict which precludes the employee's attendance, in which event approval to obtain such training during off-duty hours must be requested and obtained in advance from the Fire Chief or the Fire Chief's designated representative.

~~For example, a Firefighter who would normally work Tuesday and Friday (48 hours), but is sent to Asilomar for the period from Monday through Friday will be credited as though he/she worked his/her normal shifts.~~

~~c. Rank for Rank Relief. In providing relief, Fire Unit employees may work in a rank lower than the rank which they currently hold, but may not provide relief by working in a rank above their current rank, except in extraordinary circumstances~~.

c. ~~d.~~Continuing Education for Paramedics. **Upon prior approval of the Fire Chief** ~~T~~the City will compensate members of the Fire Unit at their straight time rate for time spent, **in an off-duty status**, in continuing education necessary to maintain their certification, up **to twenty-four (24) hours or less in a 2 year certification period** ~~a maximum of forty-four (44) hours per calendar year~~.

~~e. Calculation of Overtime Pay for Fire Suppression Personnel. For purposes of computing overtime for Fire Unit employees pursuant to the Fair Labor Standards Act, the City will comply with Section 778.109 of the Department of Labor regulations concerning the calculation of the regular rate. Section 778.109 of the Department of Labor regulations provides that the regular hourly rate of pay of an employee is determined by dividing his/her total remuneration for employment in the applicable work period by the total number of hours actually worked by the employee in that work period for which such compensation was paid. An example of the method of calculating overtime compensation using a Fire Captain working suppression for the City would be as follows:~~

~~For illustrative purposes only assume:~~

~~$2,795 = set salary for the 27-day work period for a Captain~~
~~216 = number of "regular hours" worked within the 27-day period~~

~~Regular rate is computed as follows:~~

~~$2,795/216 = $12.94~~

~~If hours worked = 204 through 216, the overtime rate = ½ x $12.94 = $6.47~~

~~If hours worked are greater than 216, the overtime rate = 1 ½ x $12.94 = $19.41~~

~~If a particular Captain working suppression worked one 24-hour shift of overtime as a Captain within the 27-day work period, overtime would be computed as follows:~~

~~Hours worked in excess of 216 = 24~~
~~Regular rate is $12.94 x 1.5 = $19.41~~

~~$19.41 x 24 = $465.84 overtime~~

~~If a particular Captain working prevention worked one 24- hour shift as a Firefighter at overtime in suppression within the seven (7)-day work period, overtime would be computed as follows:~~

~~Hours worked in excess of 40 = 24~~
~~Regular Firefighter x 1.5 = overtime rate~~
~~Overtime rate x 24 = overtime~~

~~The Union and City, through their designated representative, have attempted in good faith to insure that the policies and practices of the City regarding overtime pay for the members of the Fire Unit are in conformance with the requirements of the Fair Labor Standards Act. Nothing shall prohibit the Union and City from meeting and conferring over provisions of the Fair labor Standards Act by mutual agreement. In the event it is determined by a court or competent jurisdiction that any policy or practice of the City or authorized by this Memorandum of Understanding is inconsistent with the Fair Labor Standards Act, the designated representatives of the Union and City shall immediately meet and confer and amend such policy or practice to conform with the requirements of the Fair Labor Standards Act.~~

d. ~~f.~~Calculation of Pay While in Fire Academy. While enrolled in the Fire Academy, newly appointed firefighters shall have their pay calculated on a 40-hour work week (this will not include FLSA pay based on a 56-hour work week as an EMSTT, nor will an Unassigned Paramedic add pay be due).

SECTION 12. HOLIDAYS

a. **Employees shall receive the following holidays on full pay not to exceed eight (8) hours for any one (1) holiday, unless otherwise provided in this section.** The City observes the following holidays on the dates indicated:

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

Effective August 1, 2011, a new salary range for forty (40) hour administrative positions in this unit will be established that will be 5.75% lower than the salary range for fifty-six (56) hour employees as reflected in the City's Salary Schedule as of March 31, 2011.

Effective August 1, 2011, the differential for Administrative Captain and Other Administrative Positions in section 13.**13** ~~15~~ and 13.**14** ~~16~~ will be increased by the 6.34%.

b. **Except for employees in administrative assignments who observe holidays, employees in this bargaining unit receive the dollar value of the holidays listed above (as noted in their salary ranges) in lieu of observing holidays. Effective July 1, 2012 the salary ranges for employees, excluding those in administrative assignements, shall have their salary ranges reduced by the value of the one holiday.**

c. **Effective July 1, 2012 the total differential for Administrative Captain and Other Administrative Positions performing Administration duties, including but not limited to the 6.34% Holiday Pay as specified in Section 12, shall be capped to a maximum of ten percent (10%) for all Administrative related differentials.**

d. **Holiday Compensation Upon Separation**

When an employee is separated from the service between February 17, 2012 and July 1, 2014, the employee's remaining holiday allowance, if any, shall be paid as follows:

a. Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated holiday hours.

b. On the one year anniversary of employee's separation, he/shall shall receive the second payment of one third (1/3) or $10,000, whichever is greater of the balance of his/her unused accumulated holiday hours.

c. On the second year anniversary of employee's separation he/she shall receive payment for the balance of the unpaid accumulated holiday hours.

d. Employees who are involuntarily separated shall have their remaining holiday allowance, if any, added to his/her final compensation.

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1. Public Employee Retirement System Benefits for Unit Employees hired on or before June 30, 2011

The City participates in the California Public Employees' Retirement System (PERS) and shall provide the Union's members hired on or before June 30, 2011 with the following retirement benefits in accordance with state law and the agreement between the City and PERS.

a. Retirement Contribution Supplement. The City contributes an amount equal to nine percent (9.0%) of the employee's current base salary and other compensation as qualified by State law toward PERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code section 20691.

b. Military Service Credit. The City will make application to PERS to provide for military service pursuant to the provisions of Government Code section 21024 (formerly 20930.3), at the employee's expense, effective upon adoption by the Stockton City Council and PERS Administration Board.

c. Employee Contributions. In accordance with Government Code section 20692 (formerly 20615.5, Employer Paid Member Contributions as Compensation), employees, at the beginning of their last year of employment, will pay their nine percent (9.0%) employee contribution through an automatic payroll deduction. The base salary for those employees will be increased by that same nine percent (9.0%) for the last twelve (12) months of employment (IRS Code § 414H(2) will be concurrently implemented with the PERS amendment).

d. Effective August 1, 2011, employees hired on or before June 30, 2011 shall pay nine percent (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by state law towards the Public Employees' Retirement System (PERS) towards employer's share of cost for PERS pension on a post-tax basis in the form of a payroll deduction. The City will seek an IRS private letter ruling to determine whether or not the IRS permits the employee's contribution to the employer's share of pension cost to be treated on a pre-tax basis. If the IRS issues a private letter ruling allowing employee's contribution toward employer pension cost on a pre-tax basis, the City will change the deduction from post-tax to pre-tax as soon as administratively possible after the IRS final determination. Additionally, the City will work with PERS to determine whether or not PERS will allow a contract amendment per Section 20516 to allow an employee contribution in

the amount of 9% of the employee's current base salary (employee contribution) and other compensation as qualified by PERS towards the employer's share of cost for PERS pension on a pre-tax basis. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 9% and/or some or all of the contributions sunset at specific time in the future, the parties agree that the City shall deduct the percentage up to 9% not covered by the PERS amendment process through a payroll reduction.

e. Three Percent At Age 50 Retirement Benefits. As soon as possible following the City and Union's execution of this Memorandum of Understanding, the City shall make application with PERS to provide Government Code section 21362.2 (3.0% at age 50) benefits, with the benefit to be effective for Union's members on December 16, 2001, or following the approval and adoption by the Stockton City Council and PERS Board of Administration, if after December 16, 2001.

f. Additional PERS Benefits. The following PERS benefits shall remain in effect during the term of this Memorandum of Understanding: Sick Leave Conversion (Government Code section 20965), Survivor Benefit Level 4 (Government Code section 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code section 21635), and Continuation of Death Benefits After Remarriage (Government Code section 21551).

The Union shall have such other PERS benefits as set forth in the agreement between the City and PERS as of the date of execution of this Memorandum of Understanding.

13.2. Public Employee Retirement System Benefits for Unit Employees hired on or after July 1, 2011

The City will contract with PERS to provide a new second tier retirement program of 3% at 55 with three year average salary formula and no other additional PERS enhanced benefits except for those statutorily required for employees hired on or after July 1, 2011 or as soon as administratively possible. Effective July 1, 2011, all employees shall pay 9% of the employees' current base salary towards the employee's contribution towards PERS and any other compensation as qualified by state law towards PERS retirement benefits through a payroll deduction.

13.3. Certification Incentive Pay

The City will pay three percent (3.0%) of the top step of rank for sworn Fire Unit employees who attain an Intermediate Certificate.

The City will pay ~~six~~ **five** percent (~~6~~**5**.0%) of the top step rank for sworn Fire Unit employees who attain an Advanced Certificate.

13.4. HAZ/MAT Assignment

The City shall pay five percent (5.0%) of the top step of rank for sworn Fire Unit employees actively assigned to the HAZ/MAT response team. This section applies to a total certified and assigned complement of twelve (12) employees.

13.5 EMT Certification

It is the policy of the Stockton fire Department that all sworn employees assigned to line fire suppression activities and working in the rank of Battalion Chief and below shall maintain a current San Joaquin County Emergency Medical Technician ("EMT") certification or face disciplinary procedures detailed below.

Each member shall secure EMT certification within one year of commencement of employment and maintain that certification throughout his/her career while assigned to line fire suppression activities. In the event a new member does not have EMT certification upon employment, the member shall be provided Emergency Aid Responder ("EAR") training and certification by the Department's Division of Training prior to being placed on line.

All periodic re-certifications of EMT certification shall be prepared for and executed during on-duty training sessions conducted by the Division of Training. If a member fails to re-certify after one attempt, the Division of Training shall provide additional resources to assist the member to prepare for a second attempt at re-certification in accordance with State regulations. The Division of Training's resources will include the following: study guides, textbooks, remedial lectures on deficiencies, and a list of local courses offered by other agencies. If the member fails the second attempt of the member's EMT certification expires, the member must obtain EAR certification, which shall comply with State law. The non-EMT member will be provided EAR training and certification by the Division of Training prior to assignment to line fire suppression activities.

Members whose certification lapses shall have 18 months to complete an EMT re-certification process. During this time frame, the member shall not trade shifts or work overtime without permission of the Fire Chief. The member shall be reduced one pay grade until EMT re-certification is achieved.

A member may attempt re-certification at any time and from any jurisdiction within the State of California. If the member fails to either (1) regain EMT certification within the eighteen month "correction period" or (2) fails to obtain EAR certification within 30 days of loss of EMT certification, the City may take appropriate disciplinary action pursuant to Rule XII of the Stockton Civil Service Rules and Regulations for Police and Fire Employees, up to and including termination.

This Letter of Understanding sets forth the entire integrated agreement between City and Local 456 and supersedes all prior negotiations, representations, understandings, and agreements between the parties, either written or oral, regarding the subject matter addressed herein.

Any disputes that result from this agreement shall be handled in accordance with the current Memorandum of Understanding (Fire Unit) grievance procedures.

[MODIFICATIONS FROM 2002 LETTER OF UNDERSTANDING ON PARAMEDIC PAY AND EMT CERTIFCATION.]

13.~~5~~6 Paramedic Certification

The City shall pay Fire Unit employees who are assigned to Paramedic duties and possess a valid Paramedic certificate as follows:

- Paramedic Firefighter Step I: Six percent (6.0%) above top step of current applicable rank.
- Paramedic Firefighter Step III: Eight and one-half percent (8.5%) above top step of current applicable rank.
- Paramedic Firefighter Step V: ~~Eleven percent (11.00%)~~ **Nine percent (9%)** above top step of current applicable rank.
- Paramedic Engineer: Six percent (6.0%) above Engineer top step.
- Paramedic Fire Captain: Six percent (6.0%) above Fire Captain top step.

~~Unassigned Paramedic Pay. Effective August 1, 2011, Unassigned Paramedic pay shall be eliminated; however, only those employees as of July 31, 2011 receiving unassigned paramedic, shall continue to receive their five percent (5%) unassigned paramedic pay.~~ **Fire Captains who are not in assigned paramedic assignments will receive the Unassigned Paramedic rate only if they were receiving the assigned paramedic rate as of July 31, 2011. Effective June 30, 2013, all Fire Captains shall no longer receive unassigned paramedic pay.**

~~Administrative Captains that maintain a paramedic license, and are able to work on the line as a paramedic shall receive paramedic incentive pay. This benefit shall be retroactive to January 1, 2001.~~

~~Administrative Firefighters and Administrative Engineers that maintain a paramedic license and are able to work on the line as a paramedic, shall receive paramedic incentive pay. The Stockton Fire Department ("Department") does not currently utilize Administrative Firefighters or Administrative Engineers.~~

[MODIFICATIONS IN ADMINISTTRATIVE CAPTAINS AND ADMINISTRATIVE FIRE FIGHTERS PARAGRAPH FROM 2002 LETTER OF UNDERSTANDING ON PARAMEDIC PAY AND EMT CERTIFICATION]

13.~~6~~7 Uniform Allowance

Employees in this unit shall receive a uniform allowance in the amount of six hundred dollars ($600.00). One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.~~7~~8 Contagious Disease

The City shall make available, at no cost to the employee, screenings for all strains of hepatitis, hepatitis B vaccinations, and shall monitor employees' exposure to tuberculosis.

13.~~8~~9 Acting Pay

An 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 in a step of the higher classification which would have been received if the employee had been promoted into that classification.

13.~~9~~10 Call-Back Pay

An employee called back to work to assist with a multiple alarm fire or other emergency situation after he/ she has worked a scheduled shift and has departed from the work site shall earn ~~four (4)~~ **three (3)** hours of call-back at the regular hourly rate of pay or time and one-half (1-1/2) of his/her regular rate of pay for time worked, whichever is greater.

The above provision shall not apply to employees called back due to an operator error that does not result in the employee being assigned for the day or an employee's participation in official meetings called by authorized personnel of the Stockton Fire Department. In such instances, the employee will be compensated on an hourly basis~~, which shall include the employee's travel time~~.

13.~~10~~1 Tiller Pay

Effective August 1, 2011, Tiller pay shall be eliminated; however, only those employees assigned and currently receiving Tiller Pay as of July 31, 2011 shall continue to receive their current five percent (5%) Tiller Pay.

Effective July 1, 2012, for those employees who were receiving Tiller Pay as of July 31, 2011, Tiller Pay shall be reduced to two and one-half percent (2.5%).

Effective June 30, 2013, Tiller pay for all employees shall be eliminated.

13.~~11~~2 Deputy Fire Marshal Series

Employees assigned as Deputy Fire Marshals shall be paid as follows:

Deputy Fire Marshal I:	Two and one-half percent (2.50%) above Firefighter top step
Deputy Fire Marshal II:	Five percent (5.0%) above Firefighter top step
Deputy Fire Marshal III:	Seven and one-half percent (7.50%) above Firefighter top step
Deputy Fire Marshal IV:	Ten percent (10.00%) above Firefighter top step
Fire Captain (FM III):	Ten percent (10.00%) above Fire Captain top step

13.~~12~~3 Fire/Engineer Operator

Employees assigned as Fire/Engineer Operators shall be paid five percent (5%) above the Engineer top step.

~~**13.14 Administrative Captain**~~

~~Employees assigned as Administrative Captains shall be paid at a rate that is ten percent (10.00%) above the amount (inclusive of the FLSA adjustment) paid to Captains assigned to fire suppression duties.~~

13.1~~3~~4 Other Administrative Positions

a. Employees assigned as Administrative Captains shall be paid at a rate that is ten percent (10.00%) above the amount (inclusive of the FLSA adjustment) paid to Captains assigned to fire suppression duties.

b. ~~a.~~ Fire Unit employees assigned as an Administrative Firefighter shall be paid at the rate of five percent (5.0%) of top step of rank of Firefighter (inclusive of FLSA), with pay increases of two and one-half percent (2.50%) per annum to a maximum of ten percent (10.0%).

~~c.~~ ~~b~~. Fire Unit employees assigned as an Administrative Firefighter/Engineer shall be paid at the rate of five percent (5.0%) of top step of rank of Firefighter/Engineer (inclusive of FLSA), with pay increases of two and one-half percent (2.50%) per annum to a maximum of ten percent (10.0%).

d. Effective July 1, 2012 the total differential for Administrative Captain and Other Administrative Positions performing Administration duties, including but not limited to the 6.34% Holiday Pay as specified in Section 12, shall be capped to a maximum of ten percent (10%) for all Administrative related differentials.

13.15~~7~~ Longevity Pay

a. Effective August 1, 2011, Longevity Pay shall be eliminated. However, the City shall grandfather only those employees who were employed on a permanent basis with the City on or before June 30, 2011 as follows: Effective August 1, 2011 each tier of the Grandfathered longevity pay reflects a reduction by two and a half percent (2-1/2%) of the previous Longevity tiers. For example, employees who had attained 22 years of continuous service and prior to August 1, 2011 were receiving 11.25% step increase shall effective August 1, 2011 receive the new grandfathered tier two rate of 8.75%. Employees who had attained 15 years of continuous service prior to August 1, 2011 previously receiving an additional 5% shall effective August 1, 2011 receive the new grandfathered tier one rate of 2.5%; while grandfathered employees can move to the next tier upon eligibility until July 1, 2012, effective July 2, 2012 grandfathered employees shall remain frozen at the tier they are in as of July 2, 2012. Grandfathered Longevity Tier One: For those employees hired on or before June 30, 2011 who by July 1, 2012 have attained fifteen (15) years of continuous employment with the City shall receive an additional two and a half percent (2.5%) of top step pay.

b. Grandfathered Longevity Tier Two: For those employees hired on or before June 30, 2011 who by July 1, 2012 have attained twenty-two (22) years of continuous employment with the City shall receive an 8.75% increase to the salary step of Firefighter, Firefighter/Engineer, and Fire Captain.

c. **Effective July 1, 2012, the grandfathered longevity tier one rate shall be reduced to one and a quarter (1.25%) percent and the longevity tier two rate shall be reduced to four point three seven (4.37%) percent.**

d. **Effective June 30, 2013, Longevity Pay Section 13.15(a) through (c) are eliminated and becomes inoperable and are eliminated for all grandfathered employees receiving longevity per this section.**

SECTION 14. INSURANCE PLANS

14.1. Health Insurance And Related Benefits

a. Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an Employee only, Employee plus One and Employee plus two or more dependents coverage. The City shall offer two or more medical plans to regular employees.

b. Eligibility. Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. **An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).**

c. City Contribution Towards the Cost of Insurance Programs. Effective September 1, 2011:

(1) The City shall contribute up to $481.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

(2) The City shall contribute up to $875.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

(3) The City shall contribute up to $1165.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to

allow for employee contributions for medical/vision/dental to be pre-tax premium conversion.

d. Plan Rules. Employees may insure themselves and their eligible dependents under the medical/vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

e. Parties agree to plan design changes to the City's Modified Plan for employees, effective September 1, 2011.

14.2. Retirement Medical Allowance

~~The City shall pay a premium for the purpose of providing hospital, medical, and prescription benefits for each City employee who has retired. Such coverage shall include one (1) dependent and the following provisions shall apply:~~

a. ~~Normal Service Retirement. Eligibility for the allowance provided by this section is limited to employees who have retired subsequent to October 1, 1980, or were hired on or before June 30, 2011, and who retire at age fifty (50) or later. Such allowance shall terminate at age sixty five (65).~~

b. ~~Disability Retirement. Eligibility for the allowance provided by this section is limited to employees who have retired subsequent to October 1, 1980, or were hired on or before June 30, 2011, and such allowance shall be limited to a maximum of fifteen (15) years or the attainment of age sixty five (65), whichever occurs first.~~

c. ~~Prescription Coverage. Prescription coverage will be provided for retirees and one (1) dependent for those hired on or before June 30, 2011.~~

d. ~~Medical Plan. The medical plan for employees retiring on or after February 1, 1993, or were hired on or before June 30, 2011, shall be the City's modified employee medical plan which include medical design changes to the City's Modified Plan effective September 1, 2011.~~

~~Employees retiring on or after January 1, 1996, and hired on or before June 30, 2011, who are eligible for retirement medical allowance, may continue to be covered by the City's medical plan, when they reach age sixty-five (65), as supplemental coverage to Medicare or any other medical plan available to the retired employee. Said coverage shall extend to a retiree's spouse.~~

a. Eligibility. An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical

plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan). The City does not provide any retiree medical program, allowance, or City contribution for employees hired on or after July 1, 2011.

b. City Contribution for the Period of July 1, 2012 – June 30, 2013.

Effective July 1, 2012, for employees hired on or before June 30, 2011, at retirement only, the City shall provide to employees retiring from the City the following contribution towards the costs of retiree medical insurance for the period of July 1, 2012 – June 30, 2013.

1. Employees retiring with over 10 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $150 a month towards the cost of retiree medical insurance.

2. Employees retiring with over 20 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $300 a month towards the cost of retiree medical insurance.

3. Employees retiring with over 30 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $450 a month towards the cost of retiree medical insurance

4. Employees with less than 10 years of service for the City shall not be eligibility for a city contribution towards retiree medical and may not be enrolled in the City sponsored plans.

5. Benefits for part time employees who retire are prorated based on their full time equivalent.

6. The City contributions shall end with the death of the retiree and no survivor benefits are provided.

7. Retirees who are enrolled in city-sponsored plans may enroll their eligible dependents at their own expense.

c. Elimination of Retiree Medical Program effective June 30, 2013

Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retiree. Retirees shall not be eligible to participate in the City's medical plans.

14.3. Alternative Retirement Medical Plans

The parties have negotiated that employees may choose to enroll in one or more additional health plans instead of the City Modified Plan (including by not limited to Kaiser Sr. Advantage).

This language sets forth the conditions in which current employees, when they retire from the City and otherwise qualify for a retiree medical benefit from the City as stated in Sections 14.2 and 14.4 of this MOU, may also choose to enroll in City sponsored alternative plans in the same manner as when they were employees, as well as retiree only medical plans. The following conditions shall apply:

a. If an employee is in a City sponsored alternative plan at the time of retirement, the employee shall be allowed to continue in that Plan. Employees in the union sponsored plans authorized by the City such as Kaiser at the time of retirement shall be allowed to continue in that Plan. Employees not in an alternative Plan at the time of retirement shall not be allowed to enroll in any alternative plan except that; any retiree may voluntarily enroll in a City sponsored retiree only Plan.

A retiree may only enroll in alternative plans other than the City Modified Plan when:

a. The retiree selecting plans other than the City's Modified Plan must agree that the City's financial contribution to a premium payment for any other Plan shall not exceed the current contribution amount the City would pay if the retiree is enrolled in the City Modified Plan, and;

b. The individual retirees will be required to sign a form that indicates their agreement with these conditions.

The City reserves the right to eliminate these additional plans and the choice of multiple plans is not a vested right. Like the City Modified Plan, the City reserves the right to make plan design changes as necessary in these Alternative Plans.

14.~~3~~4 Medicare Supplemental Coverage Requirements only for Employees hired on or before June 30, 2011

~~Upon reaching age sixty-five (65), retired employees are required by the City to apply for Medicare Part A and Part B coverage and to accept Medicare coverage if eligible. Those who must pay a premium to Medicare in order to obtain Part A coverage will be reimbursed by the City for their Medicare Part A premium. The City's medical coverage shall continue on a coordinated basis with the City as a secondary payer after Medicare pays as the primary provider. There may be occasions when paying the premium cost for Medicare Part A may not be in the City's best interest or the retiree may not be eligible. If such circumstances exist, the City's supplemental medical plan would then be the primary coverage plan. The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City's modified medical plan which includes medical plan design changes effective September 1, 2011 as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse.~~

The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City's modified medical plan which includes medical design changes effective September 1, 2011 as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse.

Under the federal Health Care Reform Plan, sponsors may modify the medical benefits provided to retirees only. The City will modify its retiree health care plan to reflect the following:

(a) Return Plan benefits for Acupuncture to 12 visits per year (instead of unlimited) and returns the payment percentage paid to 60% (instead of 80%);

(b) Return Plan benefits for Alcohol and Drug Treatment admissions to 30 days and 3 lifetime admissions (instead of unlimited);

(c) Return Plan benefits for Outpatient Mental Health or Nervous Disorder services to 15 visit maximum (instead of unlimited);

(d) Change Plan benefits for Preventative care and wellness to 80% instead of current 100%;

(e) Return Plan benefits on the lifetime cap on plan benefits to $2.5 million (instead of unlimited);

(f) Return Plan benefits on the maximum age of dependent children to be enrolled in the Plan to age 19 unmarried, and not serving in the armed forces to 23 if attending school full time and qualifies as a dependent for federal income tax purposes.(instead of age 26);

(g) Change Plan benefits for Emergency room benefits.

~~14.4. No Retirement Medical Allowance Requirements~~

~~The City does not provide any retiree medical program, allowance, or City contribution for employees hired on or after July 1, 2011. As soon as administratively possible the parties agree to establish an HRA for employees to use for current and future medical expenses and that the City will contribute an amount equal to one percent (1%) of the employee's current base salary that was previously contributed towards deferred compensation and now shall be directed into an HRA. The City will hold the 1% contribution effective July 1, 2011 in the payroll fund and will confer those contributions to the HRA accounts when established.~~

14.5. Life Insurance

Effective July 1, 2012, the City shall provide each employee group term life insurance coverage with a face value of fifty thousand dollars ($50,000.00).

14.~~3.~~6. Long Term Disability Insurance

~~The City rolled its contribution of long term disability (LTD) insurance into base pay and no longer provides a LTD program. Employees can purchase LTD insurance through the Union.~~ Effective July 1, 2012, the City shall reduce the base pay of employees in this unit by seventeen dollars ($17.00) per month, and shall instead provide to each bargaining unit member seventeen dollars ($17.00) per month for the purpose of purchasing Long Term Disability Insurance. The Union recognizes and agrees that it is their responsibility for purchasing such insurance for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.

14.7 Survivors' Medical Benefit

The City in accordance with State law and its provisions shall provide medical, dental, prescription and vision benefits to the surviving spouse and children of unit employees killed in the line of duty. These benefits shall

discontinue upon marriage of the Battalion Chief's surviving spouse. The medical coverage shall be secondary at age sixty-five (65).

SECTION 15. SALARY PLAN

15.1. Salary Ranges

The salary ranges for all employees in this unit shall be as set forth in the City's Salary Schedule. The rates of pay set forth in the City's Salary Schedule represent the standard rates of pay for full time employment for each classification, unless the schedule specifically indicates otherwise.

15.2. Salary Upon Appointment

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

15.3. 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 only when, in the judgment of the City Manager, such a conversion is advisable. 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 in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

15.4. Salary Step Plan-Sworn Ranks

There shall be nine (9) salary steps for the classification of Firefighter. There shall be six (6) salary steps in each range for the classifications of Firefighter/Engineer and Fire Captain.

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 provisions shall apply to hourly paid and part-time employees.)

If a department head recommends to withhold increases to salary steps two (2) through nine (9) because an employee has not achieved the level of performance required, notice must be received by the City Manager at least four (4) weeks in

advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation.

The second step shall be paid upon the employee's satisfactory completion of the Fire Academy and upon the written recommendation of the department head.

The third step shall be paid upon the satisfactory completion of six (6) months of service at the second step.

The fourth step shall be paid upon the satisfactory completion of six (6) months of service at the third step.

The fifth step shall be paid upon the satisfactory completion of one (1) year of service at the fourth step.

The sixth step shall be paid upon the satisfactory completion of one (1) year of service at the fifth step.

The seventh step shall be paid upon the satisfactory completion of one (1) year of service at the sixth step.

The eighth step shall be paid upon the satisfactory completion of one (1) year of service at the seventh step.

The ninth step shall be paid upon the satisfactory completion of six (6) months of service at the eighth step and upon the written recommendation of the department head.

As an exception to the foregoing, employees promoted to the rank of Fire Captain shall be eligible for step increases upon the satisfactory completion of six (6) months' service in each step of the Fire Captain salary range. Also, employees holding the rank of Firefighter/Engineer shall be subject to step increase intervals of one (1) year. However, the Firefighter/Engineer rank shall be limited to six (6) salary steps. Regardless of an employee's length of service, step advancements may be made upon recommendation of the department head with the approval of the City Manager, but not above Step No. 6 of the Firefighter/Engineer and Fire Captain salary ranges, and not above Step No. 9 of the Firefighter salary range.

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

Changes in an employee's salary because of promotion, demotion, postponement of salary step increase or special merit increase will set a new salary anniversary date for that employee.

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

15.5. Salary Step After Military Leave

All employees who have been granted military leave shall, upon their return to the City service, are entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

15.6. 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 by the City Manager.

15.7. Salary Step After Promotion or Demotion

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5.0%) above the current base pay salary on the salary schedule of the current base pay rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. 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 rank to which demoted.

15.8. Salary on Reinstatement

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

15.9. Salary Adjustments

The 8.5% Salary Survey increase initially effective on July 1, 2010 and the 3.68% Cost of Living increases initially included in the 2003 – 2007 MOU shall be eliminated retroactively and prospectively.

The Salary Schedule ~~as of March 31, 2011 and~~ attached in Appendix A shall provide salary rates for the duration of the contract ~~except for the changes to the salary schedule that establishes a new salary range for forty (40) hour employees in this unit, effective August 1, 2011 in accordance with the changes in holiday pay in Section 12~~. There shall be no salary increases for the duration of the contract.

SECTION 16. SEPARABILITY OF PROVISIONS

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

SECTION 17. PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

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

~~In the event that PERS changes its interpretation concerning the compensability of the former procedure for the Earned Time Allowance, the parties commit to return to the Earned Time Allowance procedure for employees with twenty-two (22) or more years of continuous service.~~

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

SECTION 18. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring.

SECTION 19. DURATION OF AGREEMENT

All provisions of this Memorandum of Understanding shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including June 30, ~~2012~~ **2013**.

SECTION 20. MAINTENANCE OF OPERATIONS

a. It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this Memorandum of Understanding, through and inclusive of June 30, ~~2012~~ **2013**, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing (other than informational picketing), against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment (including compliance with the request of another labor organization or bargaining unit to engage in such activity) in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

b. An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction that the employee is or has engaged in any activity prohibited by subsection “a” of this section. In addition, the City may take other action that 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 Union, the City may take such remedial action as it deems appropriate.

d. The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties.

In the event any activity prohibited by subsection “a” occurs, the Union agrees to take any and all steps necessary to assure compliance with this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____.

STOCKTON PROFESSIONAL FIRE FIGHTERS’ LOCAL UNION 456’ INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

By: _____
DAVID MACEDO
Its: President

By: _____
GREG BIDDLE
Its: Vice-President

CITY OF STOCKTON, a municipal corporation

By: _____
BOB DEIS
Its: City Manager

By: _____
TERESIA HAASE
Its: Director of Human Resources

APPROVED AS TO FORM:

WYLIE, McBRIDE, PLATTEN & RENNER

By: _____
CHRISTOPHER PLATTEN
Its: Legal Counsel

APPROVED AS TO FORM:
JOHN LUEBBERKE
CITY ATTORNEY

By: _____
JOHN LUEBBERKE
Its: City Attorney

ATTEST:
BONNIE PAIGE
CITY CLERK

By: _____

BONNIE PAIGE
Its: City Clerk

- Appendix A: Salary Schedule for the Fire Unit [UPDATE: PENDING AGREEMENT]
- Appendix B: City of Stockton Modified Employee Medical Plan With Plan Design Changes Effective September 1, 2011
- Appendix C: Release of Claims
- ~~Appendix D: Wellness – Fitness Program~~

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APPENDIX A

FIRE UNIT

Job Classification	Salary Steps								
	1	2	3	4	5	6	7	8	9
Fire Captain	5,949.00	6,254.00	6,574.00	6,911.00	7,265.00	7,638.00			
Fire Captain - Admin	5,571.83	5,857.50	6,157.21	6,472.84	6,804.40	7,153.75			
Fire Captain (22 years)	6,634.00	6,974.00	7,331.00	7,707.00	8,102.00	8,517.00			
Fire Captain (22 years) - Admin	6,213.40	6,531.85	6,866.21	7,218.38	7,588.33	7,977.02			
Fire Fighter	4,139.00	4,351.00	4,574.00	4,808.00	5,055.00	5,314.00	5,586.00	5,872.00	6,173.00
Fire Fighter - Admin	3,876.59	4,075.15	4,284.01	4,503.17	4,734.51	4,977.09	5,231.85	5,499.72	5,781.63
Fire Fighter (22 years)	4,852.00	5,100.00	5,362.00	5,636.00	5,925.00	6,229.00	6,548.00	6,884.00	
Fire Fighter (22 years) - Admin	4,544.38	4,776.66	5,022.05	5,278.68	5,549.36	5,834.08	6,132.86	6,447.55	
Fire Fighter Engineer	5,240.00	5,508.00	5,791.00	6,087.00	6,399.00	6,727.00			
Fire Fighter Engineer - Admin	4,907.78	5,158.79	5,423.85	5,701.08	5,993.30	6,300.51			
Fire Fighter Engineer (22 years)	5,849.00	6,149.00	6,464.00	6,795.00	7,143.00	7,509.00			
Fire Fighter Engineer (22 years)- Admin	5,478.17	5,759.15	6,054.18	6,364.20	6,690.13	7,032.93			

APPENDIX B

Plan Feature	Coverage Amount	
	When Provided by a Participating Provider	**When Provided by a Non-Participating Provider**
Calendar year deductible *(only Allowable Charges for Covered Services in Article 3 of this document can be applied toward the deductible)*	$500 per person; $1,500 maximum per family	$1,500 per person; $3,000 maximum per family
Calendar year out-of-pocket maximum on Allowable Charges *(only Allowable Charges for Covered Services in Article 3 of this document can be applied toward the out-of-pocket maximum))*	$5,000 per person; $10,000 maximum per family	None
Overall lifetime maximum benefit	None	None
Hospital		
Inpatient confinement	80% of Allowable Charges after a copayment of $75 per admission	50% of Allowable Charges after a copayment of $200 per admission
Outpatient department	80% of Allowable Charges	50% of Allowable Charges
Emergency room	80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist	80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist
Skilled Nursing Facility	80% of Allowable Charges after a copayment of $75 per admission	50% of Allowable Charges after a copayment of $200 per admission
Outpatient therapy *(physical, respiratory, cardiac & speech)*	80% of Allowable Charges	50% of Allowable Charges
Home health care	80% of Allowable Charges	Not covered
Hospice care	80% of Allowable Charges	Not covered

Plan Feature	Coverage Amount	
	When Provided by a Participating Provider	When Provided by a Non-Participating Provider
Mental or nervous disorder		
Inpatient confinement	80% of Allowable Charges after a copayment of $75 per admission	50% of Allowable Charges after a copayment of $200 per admission
Outpatient services	80% of Allowable Charges	50% of Allowable Charges
Substance abuse treatment		
Inpatient confinement	80% of Allowable Charges after a copayment of $75 per admission	50% of Allowable Charges after a copayment of $200 per admission
Outpatient services	80% of Allowable Charges	50% of Allowable Charges
Outpatient diagnostic radiology & laboratory	80% of Allowable Charges	50% of Allowable Charges
Radiation therapy, chemotherapy & dialysis treatment	80% of Allowable Charges	50% of Allowable Charges
Physician services		
Office & hospital visits	80% of Allowable Charges	50% of Allowable Charges
Emergency room care	80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist (refer to Article 1 for the Plan's	80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist (refer to Article 1 for the Plan's
Surgery	80% of Allowable Charges	50% of Allowable Charges
Anesthesia and its administration	80% of Allowable Charges	50% of Allowable Charges
Preventive Care *(physical exam, screenings, tests & immunizations as recommended by certain government agencies – refer to the definition of Preventive Care Services in Article 1)*	Not subject to the calendar year deductible; 100% of Allowable Charges	Calendar year deductible applies; 50% of Allowable Charges

Dental treatment	Not covered except 80% of Allowable Charges for treatment of Accidental Injury to natural teeth	Not covered except for 50% of Allowable Charges for treatment of Accidental Injury to natural teeth
Chiropractic services	80% of Allowable Charges	50% of Allowable Charges
Pregnancy & childbirth *(dependent children are not covered by this benefit)*	Covered on the same basis as an illness	Covered on the same basis as an illness
Infertility	80% of Allowable Charges	50% of Allowable Charges
Organ & tissue transplants	Payable on the same basis as any other illness	Payable on the same basis as any other illness
Ambulance service	80% of Allowable Charges	50% of Allowable Charges
Prosthetics & orthotics	80% of Allowable Charges	50% of Allowable Charges
Durable medical equipment	80% of Allowable Charges	50% of Allowable Charges
Hearing aids	No Coverage	No Coverage
Prescription Drug Program *(no calendar year deductible applies)*	**When Dispensed at a Participating Pharmacy**	**When Dispensed at a Non-Participating Pharmacy**
Retail pharmacy *(30 day supply limit)*	$10 copayment for a generic drug; $35 copayment for a non-generic formulary drug; no coverage for non-formulary drugs	Not covered
Mail service pharmacy *(90 day supply limit)*	$20 copayment for a generic drug; $70 copayment for a non-generic formulary drug; no coverage for non-formulary drugs	Not covered

Effective September 1, 2011

APPENDIX C: Sideletter Re: RELEASE OF CLAIMS

1. The Union (defined herein as including without limitation the Union's members, officials, attorneys and affiliates) agrees to dismiss with prejudice all claims raised, arising out of or related to the arbitration case pending before Arbitrator Alexander Cohn as well as all claims made, arising out of or related to the civil litigation entitled *IAFF Local 456 v. City of Stockton et al.*, San Joaquin Superior Court Case No. 39-2010-00244326 and the action entitled *IAFF Local 456 v. City of Stockton*, U.S.D.C., E.D. Cal. Case No. 2:10-CV-01828. The City further agrees that it will dismiss with prejudice its claims made in the above-referenced San Joaquin Superior Court case. Both the Union and the City will take all appropriate steps to carry out those mutual dismissals within 30 days of execution of this agreement.

2. In addition to dismissing the above-mentioned grievance and lawsuits, the Union hereby releases the City of Stockton (including without limitation its officers, employees, councilmembers, attorneys, agents and assigns) from any and all liability associated with the declarations of emergency dated May 26, 2010 and May, 17, 2011, including any and all actions taken by the City of Stockton and its employees, officers, councilmembers, attorneys and assigns) prior to October XX, 2011 (date the Council approves the final 2011 – 2012 MOU agreement) pursuant to the declarations of emergency, including, but not limited to, the Resolution affecting the terms and conditions of employment of past, present or future sworn employees in the Fire Department (Resolution No. 10-0200). By entering this agreement, the Union releases the City (as broadly defined above) of any and all liability related to staffing changes, equipment closures, loss of wages and benefits, and other changes to the terms and conditions of employment that resulted from

APPENDIX C: Sideletter Re: RELEASE OF CLAIMS

settlement with the debtor.5. In consideration of the foregoing promises and other considerations, the Union, for itself, its attorneys, members, officers, directors, represented employees and affiliates, hereby fully and forever releases, discharges and covenants not to sue or otherwise institute in any way, actively participate in or voluntarily assist in any legal or administrative proceedings against the City arising from or attributable to the City's emergency declarations for actions or omissions that took place before October XX, 2011 (the date the Council approves the final 2011 – 2012 MOU) pursuant to those declarations. The effective date of the release shall be the date of the City Council's approval of the 2011 – 2012 MOU between the City and the IAFF Local 456 Fire Unit.

6. All parties expressly waive any right to recover attorneys' fees and costs.

APPENDIX D

LETTER OF AGREEMENT
STOCKTON FIRE DEPARTMENT'S WELLNESS-FITNESS PROGRAM

It is understood and agreed by and between the CITY OF STOCKTON FIRE DEPARTMENT, hereby referred to as the "Department," and the STOCKTON PROFESSIONAL FIRE FIGHTERS' LOCAL 456, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,' hereby referred to as the "Union," that a Wellness-Fitness Program will begin with the following provisions:

1. The Wellness-Fitness Program is a collaborative approach between Management and Labor to develop, promote, enhance and maintain the wellness and fitness of members of the Department.
2. The Wellness-Fitness Program will be based on the International Association of Fire Fighters' (IAFF) Joint-Labor Management Wellness Fitness Initiative.
3. The sole purpose of the Wellness-Fitness Program is to increase the physical and mental well being of Union members of the Department.
4. Participation in the Wellness-Fitness Program is mandatory for the program's testing, evaluations, and daily physical training requirements. No disciplinary action will be taken because of results that are obtained due to the physical examination and fitness tests performed during the Wellness-Fitness Program.
5. Confidentiality of medical information is a critical aspect of the Wellness-Fitness Program. The Department agrees that all information obtained from the medical and physical evaluations is confidential, and the Department will only have access to information regarding necessary work restrictions and appropriate accommodations as Dr. Sepiol or his replacement deems necessary. The Department also agrees that all medical information must be maintained in separate files from all other personnel information.
6. The quantitative content of the yearly examinations will be determined by Dr. Sepiol, or his replacement.

Any dispute arising as to the interpretation of application of the provisions of this agreement shall be resolved in accordance with the grievance provisions set forth in section 8 of the Fire Unit MOU.

IN WITNESS WHEREOF, the parties here to have executed this Letter of Agreement this _____ day of November 2007, to be effective upon ratification by the parties.

STOCKTON PROFESSIONAL
FIRE FIGHTERS' LOCAL UNION 456,
International Association of
Fire Fighters

By: _____
DAVID MACEDO
Its: President

By: _____
GREG BIDDLE
Its: Vice-President

CITY OF STOCKTON
FIRE DEPARTMENT

By: _____
RONALD L. HITTLE
Its: Fire Chief

APPROVED AS TO FORM:

WYLIE, McBRIDE, PLATTEN &
RENNER

By: _____
CHRISTOPHER PLATTEN
Its: Legal Counsel

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.,
City Attorney

By: _____
MICHON JOHNSON
Its: Deputy City Attorney

CITY OF STOCKTON

FIRE SERVICES MANAGEMENT UNIT
MEMORANDUM OF UNDERSTANDING

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms of conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500-3511) ("MMBA") and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned regarding wages, hours and other terms and conditions of employment for the period commencing July 1, ~~2011~~ 2012, and ending on June 30, ~~2012~~ 2013. This agreement shall supersede all other existing agreements on the matters set forth herein.

(As amended, approved and adopted by Stockton City Council ~~on August 9, 2011~~.)

TABLE OF CONTENTS

* Table of Contents is subject to change once agreement is finalized.

Section 1. Recognition 1
1.1. City Recognition 1
1.2. Union Recognition 1
Section 2. Union Security 2
2.1. Dues Deduction 2
a. General 2
b. Indemnity and Refund 3
2.2. Use of City Facilities 3
2.3. Advance Notice 4
2.4. Attendance At Meetings By Employees 4
Section 3. Non-Discrimination/Equal Employment 5
3.1. Non-Discrimination/Equal Employment 5
Section 4. Probation 6
Section 5. Layoff 7
5.1. Layoff Scope 7
5.2. Notice Of Layoff 7
5.3. Precedence By Employment Status 7
5.4. Employee Options 8
Section 6. Reemployment 9
Section 7. Discipline 11
Section 8. Grievance Procedures 12
8.1. Definition 12
8.2. Filing Deadline 12
8.3. Grievance Processing 12
a. Step 1 - Departmental Review 12
b. Step 2 - Director of Human Resources Review 12
c. Step 3 - City Manager Review 12
d. Step 4 - Arbitration 13
e. Effect of Decision 13

8.4. Scope of Arbitration 13
8.5. Other Provisions 13
Section 9. Leaves 15
9.1. Vacation Leave 15
a. Accrued Vacation Allowance 15
b. Longevity Vacation Allowance 17
c. Scheduling 17
9.2. Sick Leave 18
a. Accrual 18
b. Usage 18
c. Family Sick Leave 19
d. Procedures for Requesting and Approving Sick Leave. 19
e. Doctor's Certificate or Other Proof. 19
f. Use of Sick Leave While on Vacation 20
g. Accessibility and Reporting 20
h. Return to Duty 20
i. Payment for Unused Sick Leave for Unit Employees Hired on or beforeJune 30, 2011 20
j. Unused Sick Leave for Employees Hired on or After July 1, 2011 20
9.3. Other Leaves With Pay 21
a. Bereavement Leave 21
b. Court Appearance: 21
c. Maternity Leave 22
d. Military Leave 22
9.4. Workers' Compensation Leave 22
a. Notification to Department 23
b. Accessibility and Reporting 23
c. Return to Duty 23
9.5. Leave of Absence 23
9.6. Leave of Absence Without Pay 24
a. Purpose and Length 24
b. Application For and Approval of Leaves of Absence Without Pay. 25

9.7. Absence Without Official Leave (AWOL) 25
a. Denial of Leave Request or Failure to Return After Leave 25
b. Voluntary Resignation 25
Section 10. Days and Hours of Work 26
10.1. Workweek 26
10.2. Shift Trades 26
10.3. Staffing 26
Section 11. Overtime 27
11.1. Overtime Authorization 27
11.2. Definition 27
11.3. Compensatory Time 27
a. Definition 27
b. Use 27
c. Department Policy 27
11.4. Fair Labor Standards Act 28
a. Work Out of Classification 25
b. Training Time 25
c. Calculation of Overtime Pay for Fire Suppression Personnel 26
Section 12. Holidays 31
Section 13. Compensation and Allowances Other Than Base Salary 32
13.1. Public Employee Retirement System Benefits for Unit Employees hired on or before June 30, 2011 32
a. Retirement Contribution Supplement 32
b. Military Service Credit 32
c. Employee Contributions 32
d. Employee Contributions towards Employer's Share of Cost for PERS 29
e. Three Percent At Age 50 Retirement Benefits 33
f. Additional PERS Benefits 33
g. Other PERS Benefits 33
13.2. Public Employee Retirement System Benefits for Unit Employees Hired on or after July 1, 2011 33

13.3. Uniform Allowance 33
13.4. Certificate Incentive Pay 30
13.5. Emergency Medical Technician Certification 35
13.6. Physical Examination 31
13.7. Mileage Reimbursement for Private Vehicle Use 31
13.8. Longevity Pay 35
13.9. Contagious Disease 36
13.10. Specialty Assignment Pay 32
13.11. Acting Pay 32
13.12. Call-Back Pay 32
13.13. Paramedic Certificate Pay 32
Section 14. Insurance Plans 38
14.1. Health Insurance And Welfare Related Benefits 38
a. Choice of Health Plans. 38
b. Eligibility 38
c. City Contribution Towards the Cost of Insurance Programs 38
d. Plan Rules 39
14.2. Long Term Disability Insurance 39
14.3. Retirement Medical Allowance 39
a. Normal Service Retirement 39
b. Disability Retirement. 39
c. Major Medical Deductible. 39
d. Prescription Coverage. 40
e. Medical Plan 40
14.4. Medicare Supplemental Coverage Requirements only for Employees hired on or before June 30, 2011 44
14.5. No Retirement Medical Allowance 42
14.6. Survivors' Medical Benefit 35
Section 15. Salary Plan 45
15.1. Salary Ranges 45
15.2. Salary Upon Appointment 45
15.3. Salary Equivalents 45

15.4. Salary Step After Military Leave 45
15.5. Salary Step When Salary Range is Increased 45
15.6. Salary Step After Promotion or Demotion 46
15.7. Salary on Reinstatement 46
15.8. Salary Adjustments 46
Section 16. Separability of Provisions 47
Section 17. Practices and Existing Memoranda of Understanding 47
Section 18. Scope of Agreement 47
Section 19. Duration of Agreement 47
Section 20. Maintenance of Operations 47
Signatures 40
Appendix A: Salary Schedule
Appendix B: City of Stockton Modified Employee Medical Plan with Medical Plan design changes effective September 1, 2011
Appendix C: Release of Claims
~~Appendix D: Wellness-Fitness Program~~

SECTION 1. RECOGNITION

1.1. City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereafter referred to as the "City," in employer employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.

1.2. Union Recognition

Pursuant to Resolution No. 36,011, adopted by the Stockton City Council on February 14, 1979, Stockton Firefighters' Local 456 (formerly Local 1229), International Association of Firefighters, is the recognized employee organization representing the Fire Services Management Unit, hereafter referred to as the "Union."

SECTION 2. UNION SECURITY

2.1. Dues Deduction

a. General. The Union 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 Union has the exclusive privilege of dues deduction for its members.

Payroll deductions shall be for a specified amount, consistent for all employee-members of the Union, and shall not include fines and fees.

Authorization, cancellation, or modification of payroll deductions shall be made upon forms provided or approved by the City. The payroll deduction authorized shall remain in effect until:

(1) Canceled or modified by the employee through written notice to the City; or

(2) The first day of the calendar month following the employee's transfer to a position represented by another employee organization; or

(3) The employee terminates his or her employment with the City.

Additional authorization shall not be required for deduction of increased membership dues when such increase has been duly approved by the membership of the Union. Notification of such approval shall be forwarded to the City in the form of written notice on official Union letterhead and signed by the Union President or other duly authorized Union official. Upon receipt of notification, the City shall authorize the payroll deduction of the increased amount.

[MODIFICATIONS IN THIS SECTION DUE TO INCORPORATION OF 2010 SIDE LETTER RE: UNION SECURITY.]

Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Union 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 Union members who request it, premiums for group insurance and investment plans sponsored by the Union. Such deductions shall be made in one lump sum and only upon receipt of a signed authorization from the employee on a form that is satisfactory to the City. ~~Such authorizations may~~

~~be made or changed no more frequently than twice yearly.~~ Such deductions shall be payable to the Union who is responsible for distribution to sponsored programs.

[MODIFICATIONS IN THIS SECTION DUE TO INCORPORATION OF 2010 SIDE LETTER RE: UNION SECURITY.]

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 from future earnings to cover that pay period nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other required deductions shall have priority over the employee organization deduction.

b. Indemnity and Refund. The Union shall indemnify, defend, and hold the City harmless against any claim made or any suit initiated against the City in connection with or as a result of any employee authorized deduction and/or payment of Union dues or premiums for benefits. In addition, upon presentation of supporting evidence, the Union shall refund to the City any amounts paid to it in error.

2.2. Use of City Facilities

The Union 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 Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

Any representative of the Union shall give notice to the Fire Chief or the Fire Chief's designated representative when contacting Department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Union business shall be conducted during the non duty hours of all employees concerned. Prearrangement for routine contact may be made with the Fire Chief or the Fire Chief's designated representative and when made shall continue until revoked by the Fire Chief.

City buildings and other facilities may be made available for use by City employees and the Union or their representatives in accordance with such administrative

procedures as may be established by the City Manager or department heads concerned.

Members of the Union are prohibited from using City equipment and/or time for their personal use.

2.3. Advance Notice

Except in cases of emergency, the Union shall be given reasonable advance written notice of the proposed change to any ordinance, resolution, rule, or regulation to be adopted by the City that relates to matters within the scope of representation and shall be given the opportunity to negotiate, if requested, with the management representatives designated by the City Manager.

In cases of emergency which constitute an imminent threat to the City's financial and/or other resources, the City may immediately implement any emergency measures the City deems necessary to prevent the public business and/or the City's operations from being financially or otherwise impaired and deal with the emergency at hand. At the earliest practicable date thereafter, the Union shall be provided with the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representatives designated by the City Manager.

2.4. Attendance at Meetings by Employees/Release Time

a. **Release Time Related to Meet and Confer.** City employees who are official representatives ~~or unit representatives~~ of the Union shall be given reasonable time off with pay**, in accordance with the MMBA,** to attend meetings with City management representatives ~~or be present at City hearings~~ where matters within the scope of representation or grievances **related to this unit** are being considered. The use of official **release** time for this purpose shall be reasonable and shall not interfere, as determined by the City, with the performance of City services. Such employee representatives shall request an excused absence, prior to the scheduled meeting, whenever possible. Except by mutual agreement, the number of employees excused for **release time related to meeting with City management on meet and confer and grievance matters** ~~such purposes~~ shall not exceed three (3) per recognized bargaining unit.

SECTION 3. NON-DISCRIMINATION/EQUAL EMPLOYMENT

3.1. Non-Discrimination/Equal Employment

The City and the Union agree that there shall be no discrimination of any kind on the basis of **age (over 40),** race, creed, color, religion, national origin **(ancestry)**, **veterans status, physical or mental disability, marital status,** sex **(sexual, gender based, pregnancy/childbirth)**, sexual orientation, ~~disability, age,~~ political affiliation, legitimate Union activity, or on any other basis prohibited by applicable federal and State law against any employee or applicant for employment. In addition, the Union shall cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.

SECTION 4. PROBATION

~~Promotional appointments in the Fire Department are permanent appointments and are not subject to a probationary period.~~ **All promotional Fire Department appointments shall be subject to a probationary period of twelve (12) months. The probationary period for Fire Department promotional positions shall not be extended.**

SECTION 5. LAYOFF

Any employee may be laid off by the appointing authority in the event of the abolition of his/her position by the City Council or if a shortage of work or funds requires a reduction in personnel. The appointing authority shall have the power to determine, after consideration of work requirements and the efficiency and conduct of individual employees and their length of service, the order in which employees shall be laid off.

5.1. Layoff Scope

a. Layoffs shall be within departments of the City.

b. The departments of the City are defined as follows:

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

5.2. Notice of Layoff

The City will give advance written notice of at least one (1) pay period to employees who will be laid off.

5.3. 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, as listed in ascending order:

a. Extra Help
b. Provisional

c. Temporary
d. Probationary

Layoffs shall be by job classification according to the length of time served in that class, except as specified above. For the purpose of this procedure, part time classes shall be considered separate from and shall be laid off prior to regular full-time classes. The following provisions shall apply in computing total continuous service:

a. Time spent on military leave shall count as service if 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 for any other class.

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

If two (2) or more employees have the same seniority, the order of seniority shall be determined by the employees' examination results and ranking on the respective eligibility list upon which the employees' were subsequently hired ~~lot~~.

[MODIFICATIONS IN THIS SECTION DUE TO INCORPORATION OF 2010 LETTER OF AGREEMENT RE: TIE BREAK AND REEMPLOYMENT LIST.]

5.4. Employee Options

Employees laid off shall have the following choices:

a. Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources 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.

SECTION 6. REEMPLOYMENT

When an employee with ~~in the~~ classified service whose ~~has been~~ performance~~ing~~ evaluation conducted by the employing department reflects that the employee is performing ~~his/her~~ duties ~~in a~~ satisfactorily ~~manner, as shown by the records of the department in which he/she has been employed,~~ is laid off ~~because of~~ due to lack of funds or their ~~abolition of his/her~~ position is abolished or ~~has been~~ on authorized leave of absence and is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the ~~such~~ employee in the appropriate class to be placed on the reemployment list. ~~for the appropriate class for reemployment within two (2) years thereafter when vacancies occur. The employee shall not be placed on said list or lists without his/her request.~~ Except as otherwise provided in subsection (b) below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur.

(a) An employee who receive a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee demoted, as provided for in subsection (a), above, and remain on the list either until the employee is appointed to the position or the employee declines appointment to the position. The reemployment rights granted by this subsection are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

The reemployment list for any class shall be established by a Civil Service resolution, as needed. The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means "last laid off, first rehired." **An employee who waives reemployment shall have his/her name removed from the reemployment list, unless mutually agreed to by the Department and employee.**

~~The order in which names shall be placed on the reemployment list for any class shall be established by resolution from time to time by the Civil Service Commission. The Civil Service Commission shall determine this order by impartial investigation based upon consideration of work requirements, the efficiency and conduct of the individual employees, their length of service, and recommendation by the appointing authority and the Fire Chief.~~

~~In filling vacancies, eligibles on reemployment lists take precedence over eligibles on any other lists for the same rank in the department for which the lists apply.~~

[MODIFICATIONS IN THIS SECTION (Other than the sentence above in bold are) DUE TO INCORPORATION OF 2010 LETTER OF AGREEMENT RE: TIE BREAK AND REEMPLOYMENT LIST.]

SECTION 7. DISCIPLINE

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

The appointing authority may discharge, suspend, or demote any employee in the classified service provided the City Charter provisions, 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 file an appeal to the Civil Service Commission. The employee may take any one (1) of the following actions:

a. File no appeal.

b. File an appeal with the Civil Service Commission within ten (10) business days of receipt of written notification of the action. Such filing will foreclose the use of the grievance procedure.

c. File a grievance as provided for in Section 8.2, below, within ten (10) business days of receipt of written notification of the action.

If the employee fails to do “b” or “c,” above, within the prescribed time frames, those rights will have been waived.

SECTION 8. GRIEVANCE PROCEDURES

8.1. 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.

8.2. Filing Deadline

No grievance involving demotion, suspension, discharge, or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the time the affected employee received written notification of such action.

For purposes of filing appeals and grievances, the City's business days/hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding City-recognized holidays.

8.3. Grievance Processing

a. Step 1 - Departmental Review. Any employee who believes that he/she has a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit his/her grievance directly to the Union's recognized representative, the procedures set forth in Step 2, below, may be invoked.

b. Step 2 - Director of Human Resources Review. Any employee or any official of the Union may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have fourteen (14) working days in which to investigate the issues, meet with the complainant, and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph, except for the resolution of compensation complaints.

c. Step 3 - City Manager Review. Any grievance that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be

in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

d. Step 4 - Arbitration. If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union 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, except as otherwise provided herein.

8.4. Scope of Arbitration

No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in paragraph 8.1, above.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section. The arbitrator selected pursuant to this section shall not have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

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

8.5. Other Provisions

If the Director of Human Resources or the City Manager, in pursuance of the procedures outlined above, resolve a grievance which involves suspension or discharge, they 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/her judgment for the judgment of management and if the arbitrator finds that the City had such right, he/she may not order reinstatement and may not assess any penalty upon the City.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints that allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process, and if not detailed in the Memorandum of Understanding 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.

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 that 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 Union shall be processed under this section. If the City Charter requires that another option be available to the employee, no action under paragraph “d” of subsection 8.3, above, shall be taken unless it is determined that the employee is not availing himself/herself of such option.

No action under paragraph “d” of subsection 8.3, above, 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 Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

SECTION 9. LEAVES

9.1. Vacation Leave

a. Accrued Vacation Allowance. All regular employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave as follows.

(1) 40 hour workweek employee:

Under 1.5 years	80 hours
1.5 – 7.5 years	108 hours
7.5 – 15 years	144 hours
15 – 25 years	189 hours
25 plus years	additional 7 hours each year

(2) 56 hour workweek employee:

Under 1.5 years	120 hours
1.5 – 7.5 years	162 hours
7.5 – 15 years	216 hours
15 – 25 years	283.5 hours
25 plus years	additional 10.5 hours each year

(3) Employees shall accrue vacation on a twice-monthly basis.

Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave and balances without exception.

The maximum number of vacation hours that employees shall accrue for employees on a 40 hour workweek shall be:

Under 1.5 years	~~200~~ **120** hours
1.5 – 7.5 years	240 hours
7.5 – 15 years	280 hours
15 – 25 years	320 hours
26 years	328 hours
27 years	336 hours
28 years	344 hours
29 years	352 hours

29 plus years	7 hours each additional year

(4) And for employees working on a 56 hour workweek the maximum number of vacation hours shall be:

Under 1.5 years	300 hours
1.5 – 7.5 years	360 hours
7.5 – 15 years	420 hours
15 – 25 years	480 hours
26 years	492 hours
27 years	504 hours
28 years	516 hours
29 years	528 hours
29 plus years	7 hours each additional year

(5) **For employees that are exempt from FLSA statutory overtime, employees shall accrue vacation leave as follows on a twice monthly basis as follows:**

Less than 1-1/2 years continuous employment ....120 hours/year
After 1-1/2 years up to 7 1/2 years ..……..148 hours/year
After 7-1/2 years up to 15 years ..... 188 hours/year
After 15 years up to 25 years ..... 229 hours/year

Seven (7) additional hours hence for each completed year of service in excess of twenty-five (25) years.

(6) **Vacation Carryover Allowance. For employees that are exempt from FLSA statutory overtime, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception.**

The maximum number of vacation hours that employees on a 40 hour workweek shall accrue are as follows:

Under 1.5 years	**200 hours**
1.5 – 7.5 years	**320 hours**
7.5 – 15 years	**360 hours**
15 – 25 years	**400 hours**
25 years	**408 hours**
26 years	**416 hours**

27 years	**424 hours**
28 years plus	**7 hours each additional year**

b. Longevity Vacation Allowance

(1) Program is eliminated as of July 1, 2011. Employees with accrued longevity allowance positive balances as of June 30, 2011 will have those balances frozen and cashed out upon separation at the employee's rate of pay on June 30, 2011.

(2) Annual longevity vacation allowance accrual credited on January 1, 2011 shall be reduced by fifty percent (50%).

c. Scheduling

(1) 48/96 Shift Schedule

The 48/96 Shift Schedule for line fire suppression employees shall continue indefinitely with the contingency that the Fire Chief shall retain the ability to discontinue, change or otherwise alter the work schedule consistent with his/her management responsibility to control and direct all Stockton Fire Department's members and divisions. The following provisions shall apply, as long as the 48/96 Shift Schedule remains in effect:

A minimum of four (4) shifts of Accrued Vacation must be scheduled per year. The four (4) shift minimum is not required to be scheduled continuously and may be split into two (2) separate vacation periods of a minimum of two (2) consecutive shifts each.

Any Accrued Vacation that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.

Sell-back. Effective July 1, 2011, employees on a forty (40) hour workweek may sell back a maximum of forty (40) hours of unused Accrued Vacation per year except during furlough or fiscal emergency periods. Employees on a 56 hour workweek may sell back a maximum of (60) hours of unused accrued vacation per year except during furlough or fiscal emergency periods.

d. Vacation Allowance for Separated Employees

When an employee is separated from the service between February 17, 2012 and July 1, 2014, the employee's remaining vacation allowance including Longevity Vacation Allowance, if any, shall be paid as follows:

a. Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated vacation hours.

b. On the one year anniversary of employee's separation, he/shall shall receive the second payment of one third (1/3) or $10,000, whichever is greater of the balance of his/her unused accumulated vacation hours.

c. On the second year anniversary of employee's separation he/she shall receive payment for the balance of the unpaid accumulated vacation hours.

d. Employees who are involuntarily separated shall have their unused accumulated vacation hours, if any, added to his/her final compensation.

9.2. Sick Leave

a. Accrual. All regular employees on a 40 hour a week schedule, except provisional, temporary, and part time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular employees on a 56 hour workweek schedule, except provisional, temporary, part-time employees shall accrue sick leave at a rate of twelve (12) hours for each month of service. All regular employees, except provisional, temporary, and part time employees, working less than a full month shall 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 that the employee would normally have worked, to a maximum of sick leave hours accrued by the employee.

An employee may use sick leave for preventive medical, dental, optical care, and for illness, injury, or exposure to contagious disease, which incapacitates him/her from performing his/her duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, and childbirth and recovery therefrom.

c. Family Sick Leave. Employees may utilize **fifty percent (50%) of their annual accrued sick leave to attend to** ~~sick leave in the~~ case**s** 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 Fire Chief to the time reasonably required to make other arrangements for such care.~~

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

d. Procedures for Requesting and Approving Sick Leave. The employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD) at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty. When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request in writing authorization for such sick leave from the Fire Chief prior to such absence.

Before an employee may be paid for the use of accrued sick leave, he/she shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth the dates and hours of absence, the exact reason, and such other information as is necessary for his/her request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the Fire Chief.

e. Doctor's Certificate or Other Proof. ~~If an employee's illness results in an absence from work for more than two (2) consecutive shifts, a doctor's certificate or other reasonable proof of illness may be required by the Fire Chief.~~

The Fire Chief **or** ~~and~~ the Director of Human Resources ~~may make such sick leave usage reviews and~~ may require **a doctor's certificate or other reasonable proof of illness** ~~such physician's documentation~~ as they deem necessary to insure proper use of the sick leave benefit. **The employee shall be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay.**

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. Accessibility and Reporting. All officers and members of the Department on leave for sickness shall be available by telephone or at their home for consultation with the Fire Chief or the Fire Chief's designee. Exceptions to this rule shall only be made with the permission of the attending physician and Fire Chief.

All officers and members of the Department on leave for sickness for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

h. Return to Duty. Upon availability for return to duty, the employee shall notify the Chief's Operator, or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period. Sick leave may be granted for any period of time approved by the Fire Chief.

i. Payment for Unused Sick Leave for Unit Employees ~~Hired on or before June 30, 2011~~. ~~Upon separation with ten (10) years of more of continuous service or upon termination of employment by reason of death or service or disability retirement, the employee or the employee's estate will be paid fifty percent (50%) of the total sick leave balance as of June 30, 2011 at its current value as of June 30, 2011. Any sick leave accrued on or after July 1, 2011 shall have no cash value. This provision shall also apply for service or disability retirement. Sick leave accrued after July 1, 2011 shall be deposited into a new sick leave bank. All sick leave hours are available for use.~~

Effective February 17, 2012, all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees shall be eligible for CalPERS service credit for unused sick leave at retirement based on the PERS contract provisions in effect at the time of their hire.

j. ~~Unused Sick Leave for Employees Hired on or After July 1, 2011~~

~~1) Employees hired on or after July 1, 2011 are not eligible for any cash out of unused sick leave and their sick leave shall not have any cash value.~~

~~2) Employees hired on or after July 1, 2011 shall be eligible for CalPERS service credit for unused sick leave at retirement based on the CalPERS contract provision in effect at the time of their hire. The parties have agreed to the implementation of a new retirement tier and employees hired after the implementation of that new tier will not be eligible for unused sick leave service credit.~~

9.3. Other Leaves with Pay

a. Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon his/her request, be granted up to three (3) days bereavement leave with pay and without charge to his/her accumulated sick leave credits or vacation eligibility. The City Manager 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, "immediate family" shall be restricted to the employee's parents, spouse, **registered domestic partner**, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

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 leave upon request, which shall be charged against the employee's accumulated sick leave credits.

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

Such absences from duty will be **compensated for actual hours** ~~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, including necessary travel time. As a condition of receiving full pay, the employee must remit to the City, within fifteen (15) days after receipt, all fees received, except those specifically allowed for mileage and expenses. The employee shall remit such fees to the City through the employee's department head.

On-duty employees shall return to work immediately upon release from court.

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

Notwithstanding the foregoing, attendance in court or at a deposition in connection with an employee's official duties for a case in which the City is a party, together with travel time and necessarily involved, shall not be considered an absence from duty within the meaning of this section.

c. Maternity Leave. Time off the job for pregnancy, childbirth, and related medical conditions will be covered as required by State and federal law and applicable City policy. Employees may use sick leave, leave without pay, 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.

d. 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) calendar days in any calendar year.

All regular employees in the service of the City 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 shall be allowed leave of absence without pay for the duration of a national emergency. Except as hereafter stated, said employees shall be reinstated into City service, provided they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

Two (2) or more regular employees granted military leave of absence without pay from the same position shall be re-employed according to their seniority of employment, provided they are physically fit, as above specified.

9.4. Workers' Compensation Leave

Whenever an employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence, while so disabled, without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year or until such earlier date as he/she is retired on permanent disability pension.

If injury is claimed to be job-related or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician's statement. Otherwise, disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received within three (3) days of the initial absence. The company officer should originate a "Supervisor's Report of Accident" form (Form 78).

a. Notification to Department. The employee should notify the Chief's Operator or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty.

b. Accessibility and Reporting. All officers and members of the Department on leave for injury (job-related or non job-related) shall be available at their homes or by telephone for consultation with the Fire Chief or the Fire Chief's designee(s). Exceptions to this rule shall only be made with the permission of the attending physician and the Fire Chief.

All officers and members of the Department on leave for injury (job-related or non job-related) for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

c. Return to Duty. Upon availability for return to duty, employees shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period.

d. Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.5. Leave of Absence

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification

as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the Fire Chief under this section shall be subject to review by the City Manager, whose ruling shall be final.

Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereafter.

The entitlement to City-paid premiums shall end on the last day of the month in which the employee was paid except that employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plans by prepayment of the monthly premium during the authorized leave of absence.

Authorized absence without pay that exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee is required to be absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.6. Leave of Absence without Pay

a. Purpose and Length. Only employees occupying regular positions on a permanent basis are eligible for leaves of absence without pay under the provisions of the section.

An appointing authority may grant leaves of absence without pay for personal reasons up to a maximum of twelve (12) months with the approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury, which are not job related, may be granted for a maximum period of twelve (12) months with the approval of the Director of Human Resources. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, and childbirth and recovery therefrom.

Such a leave will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.

b. Application For and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to the Fire Chief and the City Manager. The request shall set forth the reasons for the request and all other information required for the Fire Chief of the Fire Chief's representative to evaluate the request. Leaves without pay may be canceled by the Fire Department at any time.

9.7. Absence Without Official Leave (AWOL)

a. Denial of Leave Request 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 canceled by the Department or City Manager or at the expiration of a leave shall be considered an absence without leave.

b. Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from employment with the City.

SECTION 10. DAYS AND HOURS OF WORK

10.1. Workweek

Except in cases of conflagration, flood, or similar emergency, the basic workweek of any member of this unit shall not be more than fifty-six (56) hours per week, averaged over a twelve (12) week period. All working shifts will commence at 8:00 a.m., with the exception of the employees assigned to work in the Fire Department's Administration Offices, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

10.2. Shift Trades

Employees in this unit will be allowed to trade shifts. Shift trade privileges shall be determined and administered by the Fire Chief.

10.3. Staffing

The City has management rights to determine staffing and the City will comply with applicable CalOSHA laws.

SECTION 11. OVERTIME

11.1. Overtime Authorization

All compensable overtime must be authorized by the department head or his/her designated representative in advance of 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. ~~Overtime authorization is not required in advance for paramedic continuing education.~~

11.2. Definition

Those employees whose normal work period is not more than 56 hours per week averaged over a twelve (12) week period shall be paid at the rate of time and one-half for **actual** hours worked in excess of **182 hours in a twenty four (24)** ~~216 hours in a twenty-seven (27)~~ day work period. "Hours worked," as used in this paragraph, shall include ~~all paid time as well as~~ all **actual** time worked.

11.3. 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 in excess of their normal work schedule.

b. Use. Such compensatory time must be taken during the same **twenty-four (24)** ~~twenty seven (27)~~ day work period in which it is earned and will be credited on an hour off for hour worked basis. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief's designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that he/she is unable to take accrued compensatory time during the same **twenty-four (24)** ~~twenty seven (27)~~ day work period in which it is earned, pay for such time shall be provided at straight time or time and one half (1-1/2) depending upon the number of hours worked by the employee during the work period.

c. Department Policy. Compensatory time for sworn 40-hour personnel shall be provided in accordance with the Department's Policy and Procedures, Article J, Section 3B.

11.4. Fair Labor Standards Act

The City and the Union shall cooperate with each other to promptly resolve any issue that may arise during the term of this Memorandum of Understanding regarding compliance with the Fair Labor Standards Act. Any dispute which involves the interpretation or application of the Fair Labor Standards Act may be referred to the City Manager by the complaining party or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issue(s) involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

~~The interpretation and application of the Fair Labor Standards Act with regard to the following provisions: Work Out of Classification, Training Time, and Calculation of Overtime Pay for Fire Suppression Personnel shall be administered in accordance with the Letter of Understanding dated May 5, 1986, between the City and the Union's bargaining representatives and the memorandum from the Fire Department to the Human Resources Department, dated January 12, 1998. In accordance with the Letter of Understanding and the referenced memorandum, the following provisions shall be binding upon the City and Union and, unless otherwise agreed to by the parties, shall remain in effect for the term of this Memorandum of Understanding.~~

~~a. Work Out of Classification. Employees assigned to work overtime in a position or classification other than the position or classification, to which they are permanently appointed, will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which the employee does not hold a permanent appointment.~~

a. ~~b~~Training Time. The time spent by an employee for job-related training in which participation is required **by the City** as a condition of **continued** employment shall be considered as hours worked. Said training time shall be viewed as hours worked in lieu of the employee's normally scheduled shifts for that period. Employees shall participate in such training programs during their normally scheduled hours of work when provided by the City during those hours, unless there is a particular hardship or schedule conflict which precludes the employee's attendance, in which event approval to obtain such training during

off-duty hours must be requested and obtained in advance from the Fire Chief or the Fire Chief's designated representative.

~~For example, a Battalion Chief assigned to suppression duties who would normally work Tuesday and Friday (48 hours), but is sent to Asilomar for the period from Monday through Friday will be credited as though he/she has worked his/her normal shifts.~~

~~c. Calculation of Overtime Pay for Fire Suppression Personnel. For purposes of computing overtime for Fire Services Management Unit employees pursuant to the Fair Labor Standards Act, the City will comply with Section 778.109 of the Department of Labor regulations concerning the calculation of the regular rate. Section 778.109 of the Department of Labor regulations provides that the regular hourly rate of pay of an employee is determined by dividing his/her total remuneration for employment in the applicable work period by the total number of hours actually worked by the employee in that work period for which such compensation was paid. The following sample calculations use the example of a Fire Captain. However, the same method of calculating overtime would apply in the case of a Battalion Chief assigned to suppression duties:~~

~~For illustrative purposes only assume:~~

~~\$2,795 = set salary for the 27-day work period for a Captain~~
~~216 = number of "regular hours" worked within the 27-day period~~

~~Regular rate is computed as follows:~~

~~\$2,795/216 = \$12.94~~

~~If hours worked = 204 through 216, the overtime rate = ½ x \$12.94 = \$6.47~~

~~If hours worked are greater than 216, the overtime rate = 1 ½ x \$12.94 = \$19.41~~

~~If a particular Captain working suppression worked one 24-hour shift of overtime as a Captain within the 27-day work period, overtime would be computed as follows:~~

~~Hours worked in excess of 216 = 24~~
~~Regular rate is \$12.94 x 1.5 = \$19.41~~
~~\$19.41 x 24 = \$465.84 overtime~~

~~If a particular Captain working prevention worked one 24-hour shift as a Firefighter at overtime in suppression within the seven (7)-day work period, overtime would be computed as follows:~~

~~Hours worked in excess of 40 = 24~~
~~Regular Firefighter rate x 1.5 = overtime rate~~
~~Overtime rate x 24 = overtime~~

~~The Union and City, through their designated representatives, have attempted in good faith to insure that the policies and practices of the City regarding overtime pay for the members of the Fire Services Management Unit are in conformance with the requirements of the Fair Labor Standards Act, when applicable. Nothing shall prohibit the Union and City from meeting and conferring over provisions of the Fair Labor Standards Act by mutual agreement. In the event it is determined by a court of competent jurisdiction that any policy or practice of the City or authorized by this Memorandum of Understanding is inconsistent with the Fair Labor Standards Act, the designated representatives of the Union and City shall immediately meet and confer and amend such policy or practice to conform with the requirements of the Fair Labor Standards Act.~~

SECTION 12. HOLIDAYS

a. **Employees shall receive the following holidays on full pay not to exceed eight (8) hours for any one (1) holiday, unless otherwise provided in this section.** The City observes the following holidays on the dates indicated:

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

Effective August 1, 2011, a new salary range for forty (40) hour administrative positions in this unit will be established that will be five and three-quarters percent (5.75%) lower than the salary range for fifty-six (56) hour employees as reflected in the City's Salary Schedule as of March 31, 2011.

~~Effective August 1, 2011, the differential for Administrative Captain and Other Administrative Positions in section 13.14 and 13.15 will be increased by the 6.34%.~~

Except for employees in administrative assignments who observe holidays, employees in this bargaining unit receive the dollar value of the holidays listed above (as noted in their salary ranges) in lieu of observing holidays. Effective July 1, 2012 the salary ranges for employees, excluding those in administrative assignments, shall have their salary ranges reduced by the value of the one holiday.

b. Effective July 1, 2012 the total differential for Administrative Captain and Other Administrative Positions performing Administration duties, including but not limited to the 6.34% Holiday Pay as specified in Section 12, shall be capped to a maximum of ten percent (10%) for all Administrative related differentials.

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1. Public Employee Retirement System Benefits for Unit Employees hired on or before June 30, 2011

The City participates in the California Public Employees' Retirement System (PERS) and shall provide the Union's members hired on or before June 30, 2011 with the following retirement benefits in accordance with state law and the agreement between the City and PERS.

a. Retirement Contribution Supplement. The City Employees in this unit shall contribute an amount equal to nine percent (9.0%) of the employee's current base salary and other compensation as qualified by State law toward PERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code section 20691.

b. Military Service Credit. The City will make application to PERS to provide for military service pursuant to the provisions of Government Code section 21024 (formerly 20930.3), at the employee's expense, effective upon adoption by the Stockton City Council and PERS Administration Board.

c. Employee Contributions. In accordance with Government Code section 20692 (formerly 20615.5, Employer Paid Member Contributions as Compensation), employees, at the beginning of their last year of employment, will pay the additional employee contribution over the amount paid in 13.1.a above, up to the 9% employee share, if any, through an automatic payroll deduction. The base salary for those employees will be increased by that same additional contribution, here, if any, for the last twelve (12) months of employment (IRS Code § 414H(2) will be concurrently implemented with the PERS amendment).

d. Effective August 1, 2011, employees hired on or before June 30, 2011 shall pay nine percent (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by state law towards the Public Employees' Retirement System (P.E.R.S.) towards employer's share of cost for P.E.R.S. pension on a post-tax basis in the form of a payroll deduction. The City will seek an IRS private letter ruling to determine whether or not the IRS permits the employee's contribution to the employer's share of pension cost to be treated on a pre-tax basis. If the IRS issues a private letter ruling allowing employee's contribution toward employer pension cost on a pre-tax basis, the City will change the deduction from post-tax to pre-tax as soon as administratively possible after the IRS final determination.

e. Three Percent At Age 50 Retirement Benefits. As soon as possible following the City and Union's execution of this Memorandum of Understanding, the City shall make application with PERS to provide Government Code section 21362.2 (3.0% at age 50) benefits, with the benefit to be effective for Union's members on December 16, 2001, or following the approval and adoption by the Stockton City Council and PERS Board of Administration, if after December 16, 2001.

f. Additional PERS Benefits. The following PERS benefits shall remain in effect during the term of this Memorandum of Understanding: Sick Leave Conversion (Government Code section 20965), Survivor Benefit Level 4 (Government Code section 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code section 21635), and Continuation of Death Benefits After Remarriage (Government Code section 21551).

g. The Union shall have such other PERS benefits as set forth in the agreement between the City and PERS as of the date of execution of this Memorandum of Understanding.

13.2. Public Employee Retirement System Benefits for Unit Employees Hired on or after July 1, 2011

The City will contract with PERS to provide a new second tier retirement program of 3% at 55 with three year average salary formula and no other additional PERS enhanced benefits except for those statutorily required for employees hired on or after July 1, 2011 or as soon as administratively possible. Effective July 1, 2011, all employees shall pay 9% of the employees' current base salary towards the employee's contribution towards PERS and any other compensation as qualified by state law towards PERS retirement benefits through a payroll deduction.

13.3. Uniform Allowance

Employees in this unit shall receive a uniform allowance in the amount of six hundred twenty-five dollars ($625.00). One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.4. Certificate Incentive Pay

The City will pay employees in this unit who attain a Stockton Fire Department Intermediate Certificate, three percent (3%) of the top step of the employee's rank.

The City will pay employees in this union who attain a Stockton Fire Department Advanced Certificate, ~~six~~ **five** percent (6**5**%) of the top step of the employee's rank.

Employees in this unit shall be required to follow the Department's continuing education policy in order to remain eligible for this benefit.

13.5. Emergency Medical Technician Certification

Employees in this unit shall be responsible for maintaining EMT certification.

It is the policy of the Stockton fire Department that all sworn employees assigned to line fire suppression activities and working in the rank of Battalion Chief and below shall maintain a current San Joaquin County Emergency Medical Technician ("EMT") certification or face disciplinary procedures detailed below.

Each member shall secure EMT certification within one year of commencement of employment and maintain that certification throughout his/her career while assigned to line fire suppression activities. In the event a new member does not have EMT certification upon employment, the member shall be provided Emergency Aid Responder ("EAR") training and certification by the Department's Division of Training prior to being placed on line.

All periodic re-certifications of EMT certification shall be prepared for and executed during on-duty training sessions conducted by the Division of Training. If a member fails to re-certify after one attempt, the Division of Training shall provide additional resources to assist the member to prepare for a second attempt at re-certification in accordance with State regulations. The Division of Training's resources will include the following: study guides, textbooks, remedial lectures on deficiencies, and a list of local courses offered by other agencies. If the member fails the second attempt of the member's EMT certification expires, the member must obtain EAR certification, which shall comply with State law. The non-EMT member will be provided EAR training and certification by the Division of Training prior to assignment to line fire suppression activities.

Members whose certification lapses shall have 18 months to complete an EMT re-certification process. During this time frame, the member shall not trade shifts or work overtime without permission of the Fire Chief. The member shall be reduced one pay grade until EMT re-certification is achieved.

A member may attempt re-certification at any time and from any jurisdiction within the State of California. If the member fails to either (1) regain EMT certification within the eighteen month "correction period" or (2) fails to obtain EAR certification within 30 days of loss of EMT certification, the City may take appropriate disciplinary

action pursuant to Rule XII of the Stockton Civil Service Rules and Regulations for Police and Fire Employees, up to and including termination.

This Letter of Understanding sets forth the entire integrated agreement between City and Local 456 and supersedes all prior negotiations, representations, understandings, and agreements between the parties, either written or oral, regarding the subject matter addressed herein.

Any disputes that result from this agreement shall be handled in accordance with the current Memorandum of Understanding (Fire Unit) grievance procedures.

[MODIFICATIONS FROM 2002 LETTER OF UNDERSTANDING ON PARAMEDIC PAY AND EMT CERTIFCATION.]

13.6. Physical Examination

a. Each employee in this unite may schedule a physical examination annually. Consistent with City policies applicable to other bargaining units, the cost of the physical examination, not to exceed One Hundred Fifty Dollars ($150.00) and to the extent not covered by the City's medical plan will be paid by the City on a reimbursement basis, except as provided in "b" below.

b. Effective July 1, 2006, the City-paid physical reimbursement benefit of One Hundred Fifty Dollars ($150.00), as referenced in section 13.7 a., shall apply, in its entirety, toward the cost of the employee annual physical examination administered by the Wellness-Fitness Physician in connection with the joint management-labor mandatory Wellness-Fitness Program set forth in Appendix D. If the Wellness-Fitness Program is terminated, the reimbursement benefit shall be paid as set forth in section 13.7 a. above.

13.7. Mileage Reimbursement for Private Vehicle Use

For authorized use of a private vehicle, employees in this unit will be reimbursed for actual mileage at the current rate established for other employees.

13.8. Longevity Pay

a. Effective August 1, 2011, Longevity Pay shall be eliminated. However, the City shall grandfather only those employees who on July 31, 2011 were receiving a pay of five percent (5%) of top step pay in rank to members of this unit who have fifteen (15) years of continuous service as sworn employees with the City's Fire Department, but the five percent (5%) pay shall be reduced to two and one-half (2.5%) effective August 1, 2011.

b. The City shall increase the salary step of Battalion Chiefs who attain twenty-two (22) years of continuous employment by three and one-quarter percent (3.25%) only for those employees as of July 31, 2011 who have attained twenty-two (22) years of continuous employment and therefore shall be grandfathered.

c. Effective July 1, 2012, the grandfathered longevity rate for members who were receiving the fifteen year benefit pay of two and one-half percent (2.5%) shall be reduced to one and a quarter percent (1.25%). The rate for members that were receiving the twenty-two (22) year rate of three and a quarter percent (3.25%) shall receive one point six three percent (1.63%).

d. Effective June 30, 2013, Longevity Pay Section 13.8(a) through (c) are eliminated and become inoperable and are eliminated for all grandfathered employees receiving longevity per this section.

13.9. Contagious Disease

The City shall make available, at no cost to the employee, screenings for all strains of hepatitis, hepatitis B vaccinations, and shall monitor employees' exposure to tuberculosis.

13.10. Specialty Assignment Pay

Battalion Chiefs assigned to a forty (40)-hour workweek will receive additional compensation of seven and one-half percent (7.5%) above their regular rates of pay (regular rates of pay include FLSA pay). The duration of any such assignment shall be at the sole discretion of the Fire Chief.

13.11. Acting Pay

An 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 in a step of the higher classification which would have been received if the employee had been promoted into that classification.

13.12. Call-Back Pay

An employee called back to work to assist with a multiple alarm fire or other emergency situation after he/ she has worked a scheduled shift and has departed from the work site shall earn ~~four (4)~~ **three (3)** hours of call-back at the regular hourly rate of pay or time and one-half (1-1/2) of his/her regular rate of pay for time worked, whichever is greater.

The above provision shall not apply to employees called back due to an operator error that does not result in the employee being assigned for the day or an employee's participation in official meetings called by authorized personnel of the Stockton Fire Department. In such instances, the employee will be compensated on an hourly basis, which shall include the employee's travel time.

13.13 Total Differentials for Administrative Positions

Effective July 1, 2012 the total differential for Administrative Positions performing Administration duties shall be capped to a maximum of ten percent (10%) for all Administrative related differentials.

~~13.13.~~ Paramedic Certificate Pay

a. ~~The City shall compensate Battalion Chiefs who are San Joaquin County licensed and accredited Paramedics three percent (3%) of top salary step of rank.~~

b. ~~Continuing Education for Paramedics. The City shall compensate Battalion Chiefs at straight time rate for time spent in continuing education necessary to maintain their certification, up to a maximum of forty-four (44) hours per calendar year.~~

c. ~~Administrative Captains that maintain a paramedic license, and are able to work on the line as a paramedic shall receive paramedic incentive pay. This benefit shall be retroactive to January 1, 2001.~~

d. ~~Administrative Firefighters and Administrative Engineers that maintain a paramedic license and are able to work on the line as a paramedic, shall receive paramedic incentive pay. The Stockton Fire Department ("Department") does not currently utilize Administrative Firefighters or Administrative Engineers.~~

[MODIFICATIONS FROM 2002 LETTER OF UNDERSTANDING ON PARAMEDIC PAY AND EMT CERTIFICATION]

SECTION 14. INSURANCE PLANS

14.1. Health Insurance and Welfare Related Benefits

a. Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an Employee only, Employee plus One and Employee plus two or more dependents coverage health plans. The City shall offer two or more medical plans to regular employees.

b. Eligibility. Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. **An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).**

c. City Contribution Towards the Cost of Insurance Programs. Effective September 1, 2011:

(1) The City shall contribute up to $481.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

(2) The City shall contribute up to $875.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

(3) The City shall contribute up to $1165.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage

These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll

deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical/vision/dental to be pre-tax premium conversion.

d. Plan Rules. Employees may insure themselves and their eligible dependents under the medical/vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

e. Parties agree to plan design changes to the City's Modified Plan, effective September 1, 2011.

14.2. Long Term Disability Insurance

~~The City rolled its contribution of long term disability (LTD) insurance into base pay and no longer provides a LTD program. Employees can purchase LTD insurance through the Union.~~ **Effective July 1, 2012, the City shall reduce the base pay of employees in this unit by seventeen dollars ($17.00) per month, and instead shall provide to each bargaining unit member seventeen dollars ($17.00) per month for the purpose of purchasing Long Term Disability Insurance. The Union recognizes and agrees that it is their responsibility for purchasing such insurance for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.**

14.3. Retirement Medical Allowance

~~The City shall pay a premium for the purpose of providing hospital, medical, and prescription benefits for each City employee who has retired. Such coverage shall include one (1) dependent and the following provisions shall apply:~~

a. ~~Normal Service Retirement. Eligibility for the allowance provided by this section is limited to employees who have retired subsequent to October 1, 1980, or were hired on or before June 30, 2011, and who retire at age fifty (50) or later. Such allowance shall terminate at age sixty five (65).~~

b. ~~Disability Retirement. Eligibility for the allowance provided by this section is limited to employees who have retired subsequent to October 1, 1980, or were hired on or before June 30, 2011, and such allowance shall be limited to a maximum of fifteen (15) years or the attainment of age sixty five (65), whichever occurs first.~~

c. ~~Major Medical Deductible. The major medical deductible is One Hundred Dollars ($100) per person per calendar year for retirees who retire prior to January 1, 1993.~~

d. ~~Prescription Coverage. Prescription coverage will be provided for retirees and one (1) dependent for those hired on or before June 30, 2011.~~

e. ~~Medical Plan. The medical plan for employees retiring on or after February 1, 1993, or were hired on or before June 30, 2011, shall be the City's modified medical benefits plan which includes medical design changes to the City's Modified Plan as of September 1, 2011.~~

~~Employees who retire on or after January 1, 1997 and hired on or before June 30, 2011, and are eligible for the retirement medical allowance shall, upon reaching age sixty-five (65), continue to be covered under the City's medical plan. However, such coverage shall be provided as a supplement to Medicare or any other medical plan available to the retiree. Such coverage shall also be provided upon the same terms to the spouse of a qualifying retiree.~~

a. Eligibility. An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan). The City does not provide any retiree medical program, allowance, or City contribution for employees hired on or after July 1, 2011.

b. City Contribution for the Period of July 1, 2012 – June 30, 2013.

Effective July 1, 2012, for employees hired on or before June 30, 2011, at retirement only, the City shall provide to employees retiring from the City the following contribution towards the costs of retiree medical insurance for the period of July 1, 2012 – June 30, 2013.

1. **Employees retiring with over 10 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $150 a month towards the cost of retiree medical insurance.**

2. **Employees retiring with over 20 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $300 a month towards the cost of retiree medical insurance.**

3. **Employees retiring with over 30 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $450 a month towards the cost of retiree medical insurance**

4. Employees with less than 10 years of service for the City shall not be eligibility for a city contribution towards retiree medical and may not be enrolled in the City sponsored plans.

5. Benefits for part time employees who retire are prorated based on their full time equivalent.

6. The City contributions shall end with the death of the retiree and no survivor benefits are provided.

7. Retirees who are enrolled in city-sponsored plans may enroll their eligible dependents at their own expense.

c. Elimination of Retiree Medical Program effective June 30, 2013

Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retiree. Retirees shall not be eligible to participate in the City's medical plans.

14.4. Alternative Retirement Medical Plans

The parties have negotiated that employees may choose to enroll in one or more additional health plans instead of the City Modified Plan (including but not limited to Kaiser Sr. Advantage).

This language sets forth the conditions in which current employees, when they retire from the City and otherwise qualify for a retiree medical benefit from the City as stated in Sections 14.3 and 14.5 of this MOU, may also choose to enroll in City sponsored alternative plans in the same manner as when they were employees, as well as retiree only medical plans. The following conditions shall apply:

a. If an employee is in a City sponsored alternative plan at the time of retirement, the employee shall be allowed to continue in that Plan. Employees in the union sponsored plans authorized by the City such as Kaiser at the time of retirement shall be allowed to continue in that Plan. Employees not in an alternative Plan at the time of retirement shall not be allowed to enroll in any alternative plan except that; any retiree may voluntarily enroll in a City sponsored retiree only Plan.

A retiree may only enroll in alternative plans other than the City Modified Plan when:

a. The retiree selecting plans other than the City's Modified Plan must agree that the City's financial contribution to a premium payment for any other Plan shall not exceed the current contribution amount the City would pay if the retiree is enrolled in the City Modified Plan, and;

b. The individual retirees will be required to sign a form that indicates their agreement with these conditions.

The City reserves the right to eliminate these additional plans and the choice of multiple plans is not a vested right. Like the City Modified Plan, the City reserves the right to make plan design changes as necessary in these Alternative Plans.

14.4.~~5.~~5. Medicare Supplemental Coverage Requirements only for Employees hired on or before June 30, 2011

~~Upon reaching age sixty-five (65), retired employees are required by the City to apply for Medicare Part A and Part B coverage and to accept Medicare coverage if eligible. Those who must pay a premium to Medicare in order to obtain Part A coverage will be reimbursed by the City for their Medicare Part A premium. The City's medical coverage shall continue on a coordinated basis with the City as a secondary payer after Medicare pays as the primary provider. There may be occasions when paying the premium cost for Medicare Part A may not be in the City's best interest or the retiree may not be eligible. If such circumstances exist, the City's supplemental medical plan would then be the primary coverage plan. The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City's modified medical plan which includes medical plan design changes effective September 1, 2011 as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse.~~

The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City's modified medical plan which includes medical design changes effective September 1, 2011 as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse.

Under the federal Health Care Reform Plan, sponsors may modify the medical benefits provided to retirees only. The City will modify its retiree health care plan to reflect the following:

(a) Return Plan benefits for Acupuncture to 12 visits per year (instead of unlimited) and returns the payment percentage paid to 60% (instead of 80%);

(b) Return Plan benefits for Alcohol and Drug Treatment admissions to 30 days and 3 lifetime admissions (instead of unlimited);

(c) Return Plan benefits for Outpatient Mental Health or Nervous Disorder services to 15 visit maximum (instead of unlimited);

(d) Change Plan benefits for Preventative care and wellness to 80% instead of current 100%;

(e) Return Plan benefits on the lifetime cap on plan benefits to $2.5 million (instead of unlimited);

(f) Return Plan benefits on the maximum age of dependent children to be enrolled in the Plan to age 19 unmarried, and not serving in the armed forces to 23 if attending school full time and qualifies as a dependent for federal income tax purposes.(instead of age 26);

(g) Change Plan benefits for Emergency room benefits.

~~14.5.No Retirement Medical Allowance~~

~~The City does not provide any retiree medical program, allowance, or City contribution for employees hired on or after July 1, 2011. As soon as administratively possible the parties agree to establish an HRA for employees to use for current and future medical expenses and that the City will contribute an amount equal to one percent (1%) of the employee's current base salary that was previously contributed towards deferred compensation and now shall be directed into an HRA. The City will hold the 1% contribution effective July 1, 2011 in the payroll fund and will confer those contributions to the HRA accounts when established.~~

14.6 Life Insurance

Effective July 1, 2012, the City shall provide each employee group term life insurance coverage with a face value of fifty thousand dollars ($50,000.00).

14.~~6.~~7. Survivors' Medical Benefit

The City **in accordance with State law and its provisions** shall provide medical, dental, prescription and vision benefits to the surviving spouse and children of Battalion Chiefs killed in the line of duty. These benefits shall discontinue upon marriage of the Battalion Chief's surviving spouse. The medical coverage shall be secondary at age sixty-five (65).

SECTION 15. SALARY PLAN

15.1. Salary Ranges

The salary ranges for all employees in this unit shall be as set forth in the City's Salary Schedule. The rates of pay set forth in the City's Salary Schedule represent the standard rates of pay for full time employment for each classification, unless the schedule specifically indicates otherwise.

15.2. Salary Upon Appointment

Employees henceforth promoted to the classification of Battalion Chief will receive a five percent (5%) salary increase above current base pay salary on the salary schedule six (6) months after their advancement to the Battalion Chief classification, and may be moved in five percent (5%) increments by the Fire Chief annually until the top of the range is reached. Increases in excess of five percent (5%) may be granted upon recommendation of the Fire Chief and approval of the City Manager.

15.3. 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 only when, in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time bases the City shall provide tables or regulations for calculating payments for service of less than full-time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

15.4. Salary Step After Military Leave

Upon returning to City service, all employees who have been granted military leave shall be entitled to the automatic salary advancements within the range/scale of the established salary range for their classifications for the period they were in the military service.

15.5. 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 by the City Manager.

15.6. Salary Step After Promotion or Demotion

When an employee is promoted from a position in one rank to a position in a higher rank and, at the time of promotion, is receiving a salary equal to or greater than the minimum rate for the higher rank, that employee shall be promoted to a step in the salary range of the higher rank which is at least five percent (5.0%) above the current base pay salary on the salary schedule of the current base pay rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. 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 rank to which demoted.

15.7. Salary on Reinstatement

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

15.8. Salary Adjustments

The 8.5% Salary Survey increase initially effective on July 1, 2010 and the 3.68% Cost of Living increases initially included in the 2033 – 2007 MOU shall be eliminated retroactively and prospectively.

The Salary Schedule ~~as of March 31, 2011 and~~ attached in Appendix A shall provide salary rates for the duration of the contract ~~except for the changes to the salary schedule that establishes a new salary range for forty (40) hour employees in this unit, effective August 1, 2011 in accordance with the changes in holiday pay in Section 12~~. There shall be no salary increases for the duration of the contract.

SECTION 16. SEPARABILITY OF PROVISIONS

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

SECTION 17. PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

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

~~In the event that PERS changes its interpretation concerning the compensability of the former procedure for the Earned Time Allowance, the parties commit to return to the Earned Time Allowance procedure for employees with twenty-two (22) or more years of continuous service.~~

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

SECTION 18. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring.

SECTION 19. DURATION OF AGREEMENT

Upon its adoption by the Stockton City Council, this Memorandum of Understanding shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including the 30th day of June ~~2012~~ **2013**.

SECTION 20. MAINTENANCE OF OPERATIONS

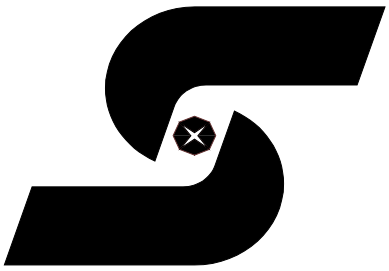
a. It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this Memorandum of Understanding, through and inclusive of June 30, ~~2012~~ **2013**, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated

equipment (provided such equipment is safe and sound), or picketing (other than informational picketing) against the City, 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 been engaging in any activity prohibited by subsection “a” of this section. In addition, the City may take other action that 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 Union, the City may take such remedial action as it deems appropriate.

d. The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event any activity prohibited by subsection “a” occurs, the Union agrees to take any and all steps necessary to assure compliance with this Memorandum of Understanding.



COMPREHENSIVE SUMMARY OF

CITY OF STOCKTON

UNREPRESENTED MANAGEMENT/CONFIDENTIAL AND LAW EMPLOYEES' COMPENSATION PLAN

The City's Unrepresented Management/Confidential employees designated Management MA (Department Heads), Management MV (Assistant Department Heads and other Middle-Management), Confidential MW (Administrative/Support Staff in the City Manager's Office, the Human Resources Department, and the City Auditor's Office), Law Department employees designated "Executive Plan" (EP), "Professional Plan" (PP), and "Support Plan" (SP) are hereby accorded compensation and benefits as outlined in this Plan consistent with the Stockton City Council's objective to fairly and equitably provide for its Unrepresented Management/Confidential and Law employees.

The Unrepresented Management/Confidential and Law Employees' Compensation Plan, as amended shall be effective **July 1, 2012** ~~August 1, 2011~~.

TABLE OF CONTENTS

The Table of Contents will be updated once the resolution is adopted.

Section	Section Title	Page
Section 1	Retirement Benefits	3
Section 2	Group Life Insurance Coverage	5
Section 3	Long Term Disability (LTD) Insurance Coverage	6
Section 4	Health and Dental Insurance	7
Section 5	Holidays	15
Section 6	Vacation Leaves	17
Section 7	Mileage Reimbursement for Private Vehicle Use	21
Section 8	Sick Leave	22
Section 9	Educational Incentive Pay	26
Section 10	Longevity Pay (Professional Growth Pay)	26
Section 11	Workers' Compensation Leave	27
Section 12	Leave of Absence	27
Section 13	Salary Plan	30
Section 14	Work Furloughs	32
Section 15	Work Schedule	33
APPENDIX A		34

The Unrepresented Management/Confidential and Law Employees' Compensation Plan, consists of a salary administration program and certain benefits specific to six (6) categories of non-represented employees listed in this Plan. This Plan shall be administered by the City Manager who is the City Council's designated representative for determining compensation and benefits for regular status Unrepresented Management/Confidential and Law Employees.

Management Plan "MA" includes the Assistant City Manager, Deputy City Manager II and Department Heads. Management Plan "MV" includes Assistant Department Heads, other Middle-Management classifications and the Liability Claims Investigator I/IIs. Confidential Plan "MW" includes other administrative and support staff in the City Manager's Office, City Auditor's Office, City Clerk's Office, and the departments of Human Resources, Administrative Services, Municipal Utilities, Fire, and Police. Executive Plan "EP" includes the City Attorney and the Assistant City Attorney. Professional Plan "PP" includes the Deputy City Attorneys. Support Plan "SP" includes all other Law Department personnel.

Unless specifically identified, all terms of this Compensation Plan apply to all groups listed above.

Section 1 Retirement Benefits

1.1 Retirement Benefits

(a) Effective August 1, 2011, miscellaneous employees' covered by this Plan, shall pay their own statutory employee contribution. Employees will pay 7% of their current base salary and other compensation as qualified by state law toward Public Employees' Retirement System (PERS) for the employee's PERS contribution.

(b) Effective August 1, 2011, safety employees covered by this Plan shall pay their own statutory employee contribution. Employees will pay 9% of their current base salary and other compensation as

qualified by state law toward PERS for the employee's PERS contribution.

(c) Under IRS 414h, previously adopted by resolution by the City, the employee's payment will be paid by the employee on a pre-tax basis. Such amounts will be applied to the employee's individual accounts in accordance with California Government Code section 20615.

1.2 Public Employees' Retirement System Benefits for Unit Employees hired on or before August 1, 2011.

(a) The City's PERS retirement plan for miscellaneous employees is two percent (2%) at age 55. The City's PERS retirement plan is modified to reflect California Government Code section 21024 (Military Service Credit as Public Service) and section 21027 (Military Service Credit for Retired Persons), as hereinafter may be amended. The City provides PERS California Government Code section 20692 (Employer Paid Member Contributions Converted to Payrate during the Final Compensation Period) as an added PERS benefits. Internal Revenue Service (IRS) Code 414H(2) will be concurrently implemented with PERS California Government Code section 20692. The City provides PERS California Government Code section 20965 (Credit for Unused Sick Leave) as an added PERS benefits, the City provides PERS California Government Code section 21574 (Fourth Level of 1959 Survivor Benefits) as added PERS benefits. The City will provide PERS California Government Code section 21335 up to a 5% Annual Cost-of-Living Allowance, as an added PERS benefit.

(b) The City's PERS retirement plan for safety employees shall be the same plan in effect for other similar safety employees in other units.

1.3 Public Employee Retirement System Benefits for Unit Employees hired on or after August 1, 2011.

The City will amend its PERS contract effective August 1, 2011, or as soon thereafter as possible, to provide a new tier of retirement

benefits for employees hired by the City after the PERS amendment goes into effect.

(a) For Miscellaneous employees, the new tier shall have a retirement formula of 2% at 60 with three year average salary formula, standard PERS COLA, and no other additional PERS benefits for all unit employees hired on or after July 1, 2011, or as soon as administratively possible consistent with PERS contract process. All unit employees shall pay the entire seven percent (7%) of the employee's current base salary and any other compensation as qualified by state law towards PERS retirement benefit through a payroll deduction.

(b) The new tier for Safety employees shall be the same as the Fire employees or Police employees as appropriate under the applicable PERS contract. All safety employees shall pay the entire nine percent (9%) of the employee's current base salary and any other compensation as qualified by state law towards PERS retirement benefit through a payroll deduction.

Section 2 Group Life Insurance Coverage

Each participant in the program will receive group life insurance coverage paid for by the City of Stockton.

~~Effective January 1, 2001, MA and EP employees will receive life insurance coverage equal to three and one-half (3 ½) times their annual salary.~~

~~Effective January 1, 2001, MV and PP employees will receive coverage equal to two and three-quarter (2 ¾) times their annual salary.~~

~~Effective January 1, 2001, MW and SP employees will receive coverage equal to life insurance coverage will be two (2) times their annual salary.~~

~~In all instances, coverage will be rounded to the nearest ONE THOUSAND DOLLARS ($1,000).~~

Effective July 1, 2012, the City shall provide, at no cost to the employee, a term life and a accidental death and dismemberment insurance policy with a value of $50,000.

Section 3 Long Term Disability (LTD) Insurance Coverage

Employees covered by this Plan, except as provided below, and will receive long term disability insurance coverage. The benefits of this plan shall be included in the Plan document or contract but are generally summarized as follows:

(a) Each disability - approximately 66 2/3% of salary for MA, MV, MW, EP, PP, and SP employees **up to the maximum salary replacement amount as specified in the City's long term disability plan.**

(b) **Disability income payments shall commence after ninety (90) day waiting period. Employees may use sick leave and other leave balances to cover this waiting period, or leave without pay.** ~~A 30-day is waiting period before eligibility for benefit~~.

(c) Benefit payable up to age sixty-five (65).

(d) The City shall continue its normal contribution for employee medical premiums during the ninety (90) days waiting period

(e) Effective May 1, 2010, Fire Management will receive LTD insurance coverage through the California Association of Professional Firefighters. The City pays the cost of the insurance premium.

Section 4 Health and Dental Insurance

4.1 Employee Coverage

(a) Choice of Health Plans –Employees covered by this Plan shall have a choice of enrolling themselves and their eligible dependents in any of the City-sponsored medical, dental and vision plans. The City's Modified Plan, revised as of September 1, 2011, or any other city sponsored plan that the City shall offer to regular employees, shall be available to employees in this group. For the modifications to the City's Modified Plan, which are effective September 1, 2011, the revised annual deductible shall be effective on January 1, 2012.

(b) Eligibility. Employees shall become eligible for Medical and vision insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. **An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).**

(c) City Insurance Contribution. Employee contributions in effect on July 1, 2011, shall remain in effect until September 1, 2011, when they shall be replaced with the following. Effective September 1, 2011:

1) The City shall contribute up to $481.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

2) The City shall contribute up to $875.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

3) The City shall contribute up to $1,165.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

4) These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. The employee, through payroll deductions, shall pay insurance plan premiums that exceed the City's monthly contribution. The City shall maintain its IRS Section 125 Plan to allow for employee contributions for medical/visions/dental to be pre-tax premium conversion.

(d) Plan Rules. Employees may insure themselves and their eligible dependents under the medical/vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

(e) Provisional and temporary employees are not eligible for any of the above benefits.

(f) Employees receive benefits in the City's Modified Plan, which is referred to in this resolution as "Modified Employee Medical Plan." Modifications to the City's Modified Plan shall be effective September 1, 2011.

~~4.2 Effective January 1, 1997, the City will continue the above-stated medical coverage benefits for spouse/registered domestic partner, and eligible dependents upon the death of an employee while employed with the City of Stockton. When the spouse or registered domestic partner becomes age 65, City medical coverage shall be secondary coverage and supplemental to Medicare.~~

4.3 Health and Welfare Benefits During Layoff Regular status employees who are laid off will have an option of maintaining their existing health and welfare benefits for thirty-six (36) months 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.

4.4 Retirement Medical Allowance

(a) Eligibility. An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan).

(b) City Contribution for the Period July 1, 2012 Through June 30, 2013. Effective July 1, 2012, for employees hired on or before June 30, 2011, at retirement only, the City shall provide to employees retiring from the City the following contribution towards the costs of retiree medical insurance:

(1) Employees retiring with over 10 years of full time service with the City of Stockton as a regular employee

shall receive a City contribution of $150 a month towards the cost of retiree medical insurance.

(2) Employees retiring with over 20 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $300 a month towards the cost of retiree medical insurance.

(3) Employees retiring with over 30 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $450 a month towards the cost of retiree medical insurance.

(4) Employees with less than 10 years of service for the City shall not be eligible for a city contribution towards retiree medical and may not be enrolled in the City sponsored plans.

(5) Benefits for part time employees who retire are prorated based on their full time equivalent.

(6) The City contributions shall end with the death of the retiree and no survivor benefits are provided.

(7) Retirees who are enrolled in city-sponsored plans may not enroll their eligible dependents at their own expense.

The City's obligation for retiree medical benefits is to the retiree and shall end upon the death of the retiree. Surviving spouses shall not be eligible for any city paid benefit after the death of the city retiree. Any benefits previously paid to surviving spouses has been paid in error and without the approval of the City Council.

(c) Elimination of Retiree Dental Benefits to Current and

Retired Department Heads. Effective July 1, 2012, the City shall no longer provide a contribution towards the cost of retiree dental insurance for current employees (future retirees) and current retirees. Retirees shall not be eligible to participate in the City's dental plans.

(d) Elimination of Retiree Medical Program Effective June 30, 2013. Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retirees. Retirees shall not be eligible to participate in the City's medical plans.

~~(a) For unit members hired prior to August 1, 2011, and who meet the requirements below, the City shall pay a premium for the purpose of providing hospital-medical and prescription benefits for each employee covered by this Plan who has retired. Such coverage shall include one (1) dependent . The medical plan for employees retiring shall be the City's Modified Plan, which includes changes effective September 1, 2011. In addition, MA and EP employees will be provided dental coverage upon retirement until age 65.~~

~~(b) Normal Service Retirement~~

~~Eligibility for the allowance provided by this Section is limited to employees who have retired subsequent to April 1, 1983, and who have retired at age fifty (50) or later. Such allowance shall terminate at age sixty-five (65).~~

~~(c) Disability Retirement~~

~~Eligibility for the allowance provided by this Section is limited to employees who have retired subsequent to April 1, 1983, and such allowance shall be limited to a maximum of fifteen (15) years or the attainment of age sixty-five (65), whichever occurs first.~~

~~4.5 Supplemental Retiree Medical Insurance Allowance and Coordination with Medicare after Age 65.~~

~~For unit members hired prior to August 1, 2011, and who retired after January 1993, and eligible for retiree medical insurance allowance as provided in this section, shall continue to be eligible to participate in the City's Modified Plan, which includes changes effective September 1, 2011, for retired employee and one (1) eligible dependent when both persons reach age sixty-five (65) or at the age when eligible for Medicare, whichever occurs later. The City's retiree medical insurance plan shall be supplemental and secondary to Medicare medical coverage or any other medical benefit coverage available to the retired employee and eligible dependent.~~

~~4.6 Retiree Medical Benefits for employees hired by the City after August 1, 2011~~

~~Unit members with a City hire date on or after August 1, 2011, will not be eligible for any retiree medical benefit or contribution including either the regular Retirement Benefit Allowance (to age 65) or the Supplemental Allowance (after age 65) as set forth above in sections 4.4 and 4.5 above.~~

4.5 Alternative Retirement Medical Plans

The parties have negotiated that employees may choose to enroll in one or more additional health plans instead of the City

Modified Plan (including but not limited to Kaiser Senior Advantage).

This language sets forth the conditions in which current employees, when they retire from the City and otherwise qualify for a retiree medical benefit from the City as stated in Sections 14.3 and 14.4 of this resolution , may also choose to enroll in City sponsored alternative plans in the same manner as when they were employees, as well as retiree only medical plans. The following conditions shall apply:

(a) If an employee is in a City sponsored alternative plan at the time of retirement, the employee shall be allowed to continue in that Plan. Employees in the union sponsored plans authorized by the City at the time of retirement shall be allowed to continue in that Plan. (Operating Engineers units).

(b) Employees not in an alternative Plan at the time of retirement shall not be allowed to enroll in any alternative plan except that; any retiree may voluntarily enroll in a City sponsored retiree only Plan.

A retiree may only enroll in alternative plans other than the City Modified Plan when:

(a) The retiree selecting plans other than the City's Modified Plan must agree that the City's financial contribution to a premium payment for any other Plan shall not exceed the current contribution amount the City would pay if the retiree is enrolled in the City Modified Plan, and

(b) The individual retirees will be required to sign a form that indicates their agreement with these conditions.

The City reserves the right to eliminate these additional plans and the choice of multiple plans is not a vested right. Like the City Modified Plan, the City reserves the right to make plan design changes as necessary in these Alternative Plans.

4.6 Medicare Supplemental Coverage Requirements only for Employees Hired on or Before June 31, 2011.

The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City's modified medical plan which includes medical design changes effective September 1, 2011 as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse

Under the federal Health Care Reform Plan, sponsors may modify the medical benefits provided to retirees only. The City will modify its retiree health care plan to reflect the following:

(a) Return Plan benefits for Acupuncture to 12 visits per year (instead of unlimited) and returns the payment percentage paid to 60% (instead of 80%);

(b) Return Plan benefits for Alcohol and Drug Treatment admissions to 30 days and 3 lifetime admissions (instead of unlimited);

(c) Return Plan benefits for Outpatient Mental Health or Nervous Disorder services to 15 visit maximum (instead of unlimited);

(d) Change Plan benefits for Preventative care and wellness to 80% instead of current 100%;

(e) Return Plan benefits on the lifetime cap on plan benefits to $2.5 million (instead of unlimited);

(f) Return Plan benefits on the maximum age of dependent children to be enrolled in the Plan to age 19 unmarried, and not serving in the armed forces to 23 if attending school full time and qualifies as a dependent for federal income tax purposes.(instead of age 26); and

(g) Change Plan benefits for Emergency room benefits.

Section 5 Holidays

5.1 Qualifying for Holiday Pay

All regular employees, excluding provisional and temporary employees, shall be entitled to take all authorized holidays at full pay not to exceed eight (8) hours for any one (1) holiday.

5.2 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 (FLOATING) .....Cesar Chavez Birthday
(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 (FLOATING)~~

~~FLOATING holidays to be taken within ninety (90) work days on or after the observed holiday.~~

~~In addition, the City shall observe a day appointed by the President or Governor as a public holiday and ratified by the City Council.~~

If any of said holidays fall on a Sunday, the following Monday shall be observed as a holiday. If any of said holidays fall on a Saturday, the proceeding Friday shall be observed as a holiday.

In order to receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.

5.3 Compensation for Holidays Worked

Prior approval for holiday work must be secured from the City Manager except in emergency situations where said approval cannot be obtained beforehand.

5.4 Holiday Cash Out Upon Separation

When an employee is separated from the service between February 17, 2012 and July 1, 2014, the employee's remaining holiday allowance, if any, shall be paid as follows:

(a) Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated holiday hours.

(b) On the one year anniversary of employee's separation, he/shall shall receive the second payment of one third (1/3) or $10,000, whichever is greater of the balance of his/her unused accumulated holiday hours.

(c) On the second year anniversary of employee's separation he/she shall receive payment for the balance of the unpaid accumulated holiday hours.

(d) Employees who are involuntarily separated shall have their remaining holiday allowance, if any, added to his/her final compensation

Section 6 Vacation Leaves

Effective August 1, 2011, the following shall be the vacation leave benefits for all employees covered by this Plan. For employees having already received their annual vacation benefit for 2011/12 on July 1, 2011, the provisions of 6 (a) shall not go into effect until July 1, 2012.

For purposes of determining eligibility for Sections 6(a) and (b) below, all Department Heads and Deputy City Managers (MA and EP employees) are to be considered as having been employed by the City of Stockton for at least 7.5 Years and shall receive benefits based on that number of years of service. For purposes of determining eligibility for Sections 6(a) and (b) all assistant Department Heads and mid-management (MV and PP employees) are to be considered as having been employed by the City of Stockton for at least 1.5 years and shall receive benefits based on that number of years of service.

(a) Vacation Allowance.

Non overtime exempt employees. All regular employees, excluding provisional and temporary, shall accrue vacation leave with pay in accordance with the following schedule:

(1) Less than one and one-half (1-1/2) years continuous employment..... 80 hours/year.

(2) After one and one-half (1-1/2) to seven and one-half (7-1/2) years continuous employment 108 hours/year.

(3) After seven and one-half (7-1/2) to fifteen (15) years continuous employment..... 144 hours/year.

(4) After fifteen (15) to twenty-five (25) years continuous employment 189 hours/year.

(5) Thereafter, seven (7) additional hours for each completed year of service in excess of twenty-five (25) years.

~~(6) Employees who are in classifications exempt from earning overtime shall accrue an additional 40 hours of vacation each year.~~

~~(7) Employees shall accrue their vacation allowance in 24 equal amounts on a twice-monthly payroll basis (24 pay periods).~~

Overtime exempt employee. All overtime exempt employees, excluding provisional and temporary, shall accrue vacation leave with pay in accordance with the following schedule:

(1) Less than one and one-half (1-1/2) years continuous employment ..... 120 hours/year.

(2) After one and one-half (1-1/2) to seven and one-half (7-1/2) years continuous employment 148 hours/year.

(3) After seven and one-half (7-1/2) to fifteen (15) years continuous employment 188 hours/year.

(4) After fifteen (15) to twenty-five (25) years continuous employment 229 hours/year.

(5) Thereafter, seven (7) additional hours for each completed year of service in excess of twenty-five (25) years.

Employees shall accrue their vacation allowance in 24 equal amounts on a twice-monthly payroll basis (24 pay periods).

(b) Maximum Vacation Accrual. ~~Effective August 1, 2011,~~ **E**mployees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours maybe added to sick leave balances without exception. For employees who on August 1, 2011 have vacation balances that exceed their maximum, shall have one year to use sufficient vacation to get under the maximum allowed. If an employee does not get below the maximum by that date, they shall retain their existing earned vacation but shall not earn any additional vacation until they are under the maximum vacation allowed. MA and EP employees shall have two years to use sufficient vacation to get under the maximum allowed.

Maximum Vacation Accrual Caps.

40 hour employee (Non overtime exempt employee)	
Under 1.5 yrs	120 hours (15 days)
1.5-7.5 yrs	240 hours (30 days)
7.5-15 yrs	280 hours (35 days)
15-25yrs	320 hours (40 days)
26 yrs	328 hours (41 days)
27 yrs	336 hours (42 days)
28 yrs	344 hours (43 days)
29 yrs	352 hours (44 days)

Over 30 years shall receive an additional 7 hours for each year of service.

40 hour employee (Overtime exempt employee)

Under 1.5 yrs	200 hours (20 days)
1.5-7.5 yrs	320 hours (35 days)
7.5-15 yrs	360 hours (40 days)
15-25yrs	400 hours (45 days)
26 yrs	408 hours (46 days)
27 yrs	416 hours (47 days)
28 yrs	424 hours (48 days)
29 yrs	432 hours (49 days)

Over 30 years shall receive an additional 7 hours for each year of service

(c) Vacation Scheduling. Vacation leaves shall be scheduled with due consideration for the wishes of the employee and so as to not interfere with the normal operation of the City business. Vacation requests are accepted on a day for day basis.

(d) Holiday during Vacation. If any such paid holidays fall within an employee's vacation leave, the employee will not be charged vacation accrual for that day.

(e) Cash Payment Option for Vacation.

(1) Effective August 1, 2011, an employee may elect to receive cash payment for up to a maximum of forty (40) hours~~, or eighty (80) hours for employees in classifications exempt from earning overtime, of accumulated hours~~ annually except that all cash outs shall be suspended during furlough **or fiscal emergency** periods.

~~(2) Unused vacation hours are payable at separation~~.

(f) Vacation Cash Out Upon Separation. When an employee is separated from the service between February 17, 2012 and July 1, 2014, the employee's remaining vacation allowance, if any, shall be paid as follows:

(1) Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated vacation hours.

(2) On the one year anniversary of employee's separation, he/she shall receive the second payment of one third (1/3) or $10,000, whichever is greater, of the balance of his/her unused accumulated vacation hours.

(3) On the second anniversary of separation, he/she shall receive the balance payment of the unused accumulated vacation hours.

(4) Employees who are involuntarily separated shall have their unused accumulated vacation hours, if any, added to his/her final compensation.

Section 7 Mileage Reimbursement for Private Vehicle Use

The private vehicle mileage reimbursement will be paid to employees who use their private vehicle for City business travel within the City or out of the City limit. Such usage must be documented. Mileage reimbursement for use of personal vehicle shall be compensated at the current Internal Revenue Service (IRS) rate.

Reimbursement for average mileage on City business greater than 1,000 miles per month will be determined by the City Manager, provided no such reimbursement shall exceed IRS mileage reimbursement rate then in effect.

Section 8 Sick Leave

8.1 Sick Leave Use

(a) Accrual. All regular full-time employees, except provisional and temporary employees, shall accrue sick leave at the rate of eight (8) hours for each month of completed service.

All regular 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 accrue 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 by pregnancy, miscarriage, abortion, childbirth and recovery there from.

(c) Family Sick Leave. Employees may utilize up to one-half of their annual sick leave accrual in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care that otherwise would not be covered by the FMLA or CFRA leaves.

Such leave shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child,

stepchild, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild, and legal dependent.

It is not the intent of this provision to conflict with any state or federally mandated policies, such as the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or Pregnancy Disability Leave (PDL).

(d) Reporting Procedures for Sick Leave. When the requirement for sick leave is known to the employee in advance of the absence (for example, including 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 to the thirty (30) minute notification shall be cause for disciplinary action as determined by the appointing authority.

(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 exact reason, and such other information as is necessary for the request to be evaluated. If an employee doesn't return to work prior to the preparation of the payroll, other arrangements may be made with the Department Head.

(2) Doctor's Certificate or Other Proof. ~~If an employee's illness results in an absence from work for more than three (3)~~

~~consecutive days, a doctor's certificate or other reasonable proof of illness may be required.~~

The Director of Human Resources ~~may make such sick leave usage reviews and may require such additional documentation, including a physician's statement,~~ **may require a doctor's certificate or other reasonable proof of illness** as he/she deems necessary ~~before approving the sick leave benefit~~ **in order for an employee to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay.**.

(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. After such meeting, and depending on the factual circumstances, the City may:

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

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

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

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

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

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

8.2 Payment for Unused Sick Leave

(a) Payment for Unused Sick Leave for Unit Employees ~~Hired on or Before July 31, 2011~~

~~Upon separation with ten (10) years or more of employment, or upon separation of employment by reason of death, service or disability retirement, the employee or the employee's estate will be paid 50% of the total unused sick leave balance as of July 31, 2011 at its current cash value as of July 31, 2011. Any sick leave accrued on or after August 1, 2011, shall have no cash value. Unused sick leave that is not cashed out shall be used for service credit under the CalPERS contract.~~ **Effective February 17 2012, all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees shall be eligible for CalPERS service credit for unused sick leave at retirement based on the PERS contract provisions in effect at the time of their hire.**

~~(b) Payment for Unused Sick Leave for Unit Employees Hired on or after August 1, 2011~~

~~(1) Employees covered by this Plan who have a City hire date on or after August 1, 2011 shall not receive any cash payout of any sick leave upon separation from City employment for any reason.~~

~~(2) Employees hired by the City are eligible to convert unused sick leave towards CalPERS service credit based on the PERS contract benefits in effect at the time of their hire by the City.~~

Section 9 Educational Incentive Pay

Effective August 1, 2011, the Educational Incentive Pay of 3% will be eliminated.

Section 10 Longevity Pay (Professional Growth Pay)

Effective August 1, 2011, all longevity pay shall be eliminated for all employees covered by this Plan. However, the City shall grandfather only those employees who have completed twelve (12) continuous years of service with the City as of August 1, 2011, and who are receiving a Longevity Pay of 2.5% as of that date. Employees as of August 1, 2011 receiving a higher Longevity Pay based on benefits received by another unit shall also be grandfathered but they shall have their current Longevity Pay reduced by 2.5% and then frozen at those levels at that time. **As of July 1, 2012, longevity incentive pay allowance for these grandfathered employees shall be reduced to one and one-quarter percent (1.25%). Employees receiving a higher Longevity Pay based on benefits received by another unit shall have their remaining longevity reduced by one-half (1/2) effective July 1, 2012. As of June 30, 2013, longevity incentive pay allowance for these grandfathered employees shall be eliminated altogether.**

Section 11 Workers' Compensation Leave

11.1 Workers' Compensation Leave

(a) Workers' Compensation Benefits shall be provided in accordance with State law and schedules whenever an employee is absent from duty because of disability caused by illness or injury arising out of and in the course of employment which has been declared to be compensable under the Workers' Compensation Law. Any salary continuation program benefits that are in addition to the State benefits that were in effect on July 31, 2011 shall be eliminated effective August 1, 2011.

(b) Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. **An employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources**.

Section 12 Leave of Absence

12.1 Leave of Absence

Employees shall not be entitled to leave of absence as a matter of right, but only in accordance with the provisions of law and the City of Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification, as the employee held at the same time the leave was granted. The granting

of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the Department Head under this Section shall be subject to review by the Director of Human Resources, whose ruling shall be final.

(a) Purpose and Length. Only employees occupying regular positions on a regular basis are eligible for leaves of absence without pay under the provisions of this Section.

An appointing authority may grant leave of absence without pay for personal reasons up to a maximum of twelve (12) months with approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury, which are not job incurred, may be granted for a maximum period of twelve (12) months with approval of the Director of Human Resources.

Such a leave will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.

(b) Application for and Approval of Leave of Absence Without Pay.

In order to receive leave without pay, an employee must submit a request on the prescribed form to his/her Department Head and the Director of Human Resources describing the reasons for the request and all other information required for the Department Head, or his/her representative, to evaluate the request. Leaves without pay may be cancelled by the department at any time.

(c) Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereinafter.

The entitlement to City payment of premium shall end on the last day of the month in which the employee was paid except that employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plan by prepayment of the full monthly premium during the authorized leave of absence.

Authorized absence without pay which exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee is required to be absent from his/her position by reason of any injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustment.

12.2 Absence Without Official Leave (AWOL)

(a) Failure to Report to Duty 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 for a leave shall be considered an absence without official leave and the employee shall be subject to discipline.

(b) Voluntary Resignation. Any employee without official leave for two (2) or more consecutive days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from the City of Stockton, except if the absence is due to a verified illness or injury.

Section 13 Salary Plan

13.1 Wage Increases

Effective July 1, 2011, no salary increases for fiscal year**s** ~~2011/12~~ **2012-2013 and 2013-2014**.

13.2 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 by the Director of Human Resources.

13.3 Salary Step after Promotion or Demotion

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a base salary equal to, or greater than, the minimum base step rate for the higher rank, that employee shall be entitled to a step in the range of the higher rank which is at least five percent (5%) above the rate the employee has been receiving, except that the next step shall not exceed the maximum salary of the higher rank. 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.

13.4 Acting Pay

An 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 after five (5) days shall receive the rate of pay in a step of the

higher classification which would have been received if the employee had been promoted into that classification.

The increased rate of pay will commence with the first day of the assignment; however, to qualify the employee must meet the above conditions before being eligible for Acting Pay.

13.5 Pay Equity Adjustments

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. The City, in its sole discretion, may make such adjustments.

13.6 Special Assignment Pay

The Department Head and the concurrence of the Director of Human Resources may approve additional compensation in an amount not to exceed one additional salary step when an employee is assigned to perform additional duties and responsibilities for the duration of the special assignment.

13.7 Salary Step after Military Leave

All employees who have been granted military leave shall, upon their return to City service, are entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

Section 14 Work Furloughs

14.1 Work Furloughs

(a) **48** ~~96~~ Furlough Hours in Fiscal Years ~~2011-2012~~ **2012-2013 and 2013-2014**. Each unit employee shall take **forty eight (48)** ~~ninety-six (96)~~ furlough hours (leave from work without pay).

(b) Equalized Payroll Deductions. Payroll deductions for the **forty eight (48)** ~~ninety six (96)~~ furlough hours described in section 14.1, paragraph (a) above, shall be equalized so that each unit employee shall have **two (2)** ~~four (4)~~ hours at the employee's regular hourly rate of pay deducted from each of the twenty four (24) pay warrants of each fiscal year.

(c) Furlough days off shall be set by the City ~~and shall be in the same manner as for Fiscal Year 2010-11~~ as designated in the City Office Business Calendar as attached. Furlough days shall be considered time worked for the purposes of overtime.

(d) If a furlough is scheduled before or after a City holiday, the employee will, nevertheless, be eligible for holiday pay.

(e) Separation from City Service before June 30, 201**3** ~~2~~. Any employee who separates from City service before the final four (4) hour furlough deduction on July 7, 201**3** ~~2~~, for the pay period ending June 30, 201**3** ~~2~~, and after having used furlough hours, shall have his or her final compensation reduced by the sum of the number of furlough hours the employee has actually used minus the number of furlough hours actually deducted from the employee's pay warrants multiplied by the employee's regular hourly rate of pay. **Conversely, any employee who separates from City service before June 30, 2013, having suffered furlough deductions in excess of the actual number of furlough hours the employee has used, shall have his or her final compensation credited by like amount.**

Section 15 Work Schedule

15.1 MA, MV, EP, and PP employees shall not be eligible for overtime for extra hours worked to perform duties of their assigned position.

15.2 Department Heads are responsible for personally approving any overtime pay for MW and SP employees within their respective departments, with a report submitted to the City Manager at the end of each pay period explaining the overtime.

APPENDIX A

OVERVIEW OF THE CITY OF STOCKTON'S MODIFIED MEDICAL PLAN AS OF SEPTEMBER 1, 2011

The following is an overview of the City's Modified Medical Plan provided to eligible active and retired Employees and their eligible Family Members. Since this is only a summary of the benefits, you should refer to the full Summary Plan Description for a more complete description of Plan benefits, limitations and exclusions.

Plan Feature	Coverage Amount	
	When Provided by a Participating Provider	**When Provided by a Non-Participating Provider**
Calendar year deductible *(only Allowable Charges for Covered Services in Article 3 of this document can be applied toward the deductible)*	$500 per person; $1,500 maximum per family	$1,500 per person; $3,000 maximum per family
Calendar year out-of-pocket maximum on Allowable Charges *(only Allowable Charges for Covered Services in Article 3 of this document can be applied toward the out-of-pocket maximum))*	$5,000 per person; $10,000 maximum per family	None
Overall lifetime maximum benefit	None	None
Hospital		
Inpatient confinement	80% of Allowable Charges after a copayment of $75 per admission	50% of Allowable Charges after a copayment of $200 per admission
Outpatient department	80% of Allowable Charges	50% of Allowable Charges
Emergency room	80% of Allowable Charges; 50% of Allowable Charges if it is determined that an	80% of Allowable Charges; 50% of Allowable Charges if it is determined that an

Plan Feature	Coverage Amount	
	When Provided by a Participating Provider	**When Provided by a Non-Participating Provider**
	Emergency did not exist (refer to Article 1 for the Plan's definition of Emergency)	Emergency did not exist (refer to Article 1 for the Plan's definition of Emergency)
Skilled Nursing Facility	80% of Allowable Charges after a copayment of $75 per admission	50% of Allowable Charges after a copayment of $200 per admission
Outpatient therapy *(physical, respiratory, cardiac & speech)*	80% of Allowable Charges	50% of Allowable Charges
Home health care	80% of Allowable Charges	Not covered
Hospice care	80% of Allowable Charges	Not covered
Mental or nervous disorder		
Inpatient confinement	80% of Allowable Charges after a copayment of $75 per admission	50% of Allowable Charges after a copayment of $200 per admission
Outpatient services	80% of Allowable Charges	50% of Allowable Charges
Substance abuse treatment		
Inpatient confinement	80% of Allowable Charges after a copayment of $75 per admission	50% of Allowable Charges after a copayment of $200 per admission
Outpatient services	80% of Allowable Charges	50% of Allowable Charges
Outpatient diagnostic radiology & laboratory	80% of Allowable Charges	50% of Allowable Charges
Radiation therapy, chemotherapy & dialysis treatment	80% of Allowable Charges	50% of Allowable Charges
Physician services		
Office & hospital visits	80% of Allowable Charges	50% of Allowable Charges
Emergency room care	80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist	80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist

Plan Feature	Coverage Amount	
	When Provided by a Participating Provider	**When Provided by a Non-Participating Provider**
	(refer to Article 1 for the Plan's definition of Emergency)	(refer to Article 1 for the Plan's definition of Emergency)
Surgery	80% of Allowable Charges	50% of Allowable Charges
Anesthesia and its administration	80% of Allowable Charges	50% of Allowable Charges
Preventive Care *(physical exam, screenings, tests & immunizations as recommended by certain government agencies – refer to the definition of Preventive Care Services in Article 1)*	Not subject to the calendar year deductible; 100% of Allowable Charges	Calendar year deductible applies; 50% of Allowable Charges
Dental treatment	Not covered except 80% of Allowable Charges for treatment of Accidental Injury to natural teeth	Not covered except for 50% of Allowable Charges for treatment of Accidental Injury to natural teeth
Chiropractic services	80% of Allowable Charges	50% of Allowable Charges
Pregnancy & childbirth *(dependent children are not covered by this benefit)*	Covered on the same basis as an illness	Covered on the same basis as an illness
Infertility	80% of Allowable Charges	50% of Allowable Charges
Organ & tissue transplants	Payable on the same basis as any other illness	Payable on the same basis as any other illness
Ambulance service	80% of Allowable Charges	50% of Allowable Charges
Prosthetics & orthotics	80% of Allowable Charges	50% of Allowable Charges
Durable medical equipment	80% of Allowable Charges	50% of Allowable Charges
Hearing aids	80% of Allowable Charges; maximum benefit of $6,000 per lifetime	80% of Allowable Charges; maximum benefit of $6,000 per lifetime
Prescription Drug Program *(no calendar year*	**When Dispensed at a Participating Pharmacy**	**When Dispensed at a Non-Participating Pharmacy**

Plan Feature	Coverage Amount	
	When Provided by a Participating Provider	**When Provided by a Non-Participating Provider**
deductible applies)		
Retail pharmacy *(30 day supply limit)*	$10 copayment for a generic drug; $35 copayment for a non-generic formulary drug; no coverage for non-formulary drugs	Not covered
Mail service pharmacy *(90 day supply limit)* Mandatory Mail Order for Maintenance Medications	$20 copayment for a generic drug; $70 copayment for a non-generic formulary drug; no coverage for non-formulary drugs	Not covered

Attachment 4

Summary of City Survey Agencies on Retiree Medical Benefits

Information was sought from the following agencies:

1. Anaheim
2. Bakersfield
3. Chula vista
4. Fairfield
5. Fremont
6. Fresno (city)
7. Glendale
8. Hayward
9. Irvine
10. Livermore
11. Lodi
12. Manteca
13. Oakland
14. Ontario
15. Pleasanton
16. Pomona
17. Riverside
18. Riverside
19. Sacramento (city)
20. Sacramento Metropolitan Fire District
21. Salinas
22. San Bernardino (city)
23. San Joaquin County
24. Santa Ana
25. Tracy

Miscellaneous Employees

RECEIVE NONE

- Bakersfield
- Chula vista
- Riverside
- Salinas

LIMITED BENEFIT. EMPLOYEE ACCUMULATES $ WHILE EMPLOYED ONLY

- FAIRFIELD. $50 a month to ICMA
- FRESNO % of sick leave into HRA at separation
- LIVERMORE. Retiree Health Savings plan except for dept. heads
- SAN JOAQUIN COUNTY if hired before 2001 get sick leave conversion to buy retiree contribution, if hired after 0
- TRACY Sick leave conversion

ONGOING AFTER RETIREMENT

- FREMONT. Mgmt. 6-9 yrs. $200 a month; 10-29yrs. $225; 20 yrs. Gets Kaiser retiree only rate frozen at time of retirement. 25yrs. Gets Kaiser+1 rate frozen at time of retirement. Other employees get 6-10 yrs. $100 a month; 11-19 $ 200; 20 plus $300
- HAYWARD. If retire after 2007 get $274 a month
- LODI. PERS minimum $108
- MANTECA. If retired before 2012 frozen at $696-1049 depending on unit. If retire 2012 or after get PERS minimum $108 a month
- SAN BERNARDINO. PERS minimum $108 a month
- SACRAMENTO CITY. If retired before 2008 at 10 yrs. 50% of Kaiser retiree only rate, -20yrs 100% of Kaiser only rate. If retire after 2008 get $300 retiree only or $365 retiree plus 1.

Police Employees

RECEIVE NONE

- BAKERSFIELD
- IRVINE
- LIVERMORE
- OAKLAND

LIMITED BENEFIT. EMPLOYEE ACCUMULATES $ WHILE EMPLOYED ONLY

- FRESNO % of sick leave into HRA at separation
- SAN JOAQUIN COUNTY if hired before 2001 get sick leave conversion to buy retiree contribution, if hired thereafter, receive nothing
- ANAHEIM. Health savings account
- GLENDALE. 2% into Retire Health savings account
- RIVERSIDE $ 100 a month to RMT
- SANTA ANA. ½% to RMT
- MODESTO. Sick leave conversion

ONGOING AFTER RETIREMENT

- FREMONT. 15 yrs. $97 a month; 16yrs. $104; 17 yrs. $ $110; 18 yrs.$ 117; 19 yrs. $123 20 yrs. Gets Kaiser retiree only rate frozen at time of retirement. 25yrs. Gets Kaiser+1 rate frozen at time of retirement.
- HAYWARD. If retire after 2007 get $274 a month
- ONTARIO. Same as active employees for Kaiser 2 party ($868)
- SAN BERNARDINO. PERS minimum $200 a month
- POMONA. $100 a month
- retiree medical benefit for retirees retiree plus 1

Fire Employees

RECEIVE NONE

- BAKERSFIELD

LIMITED BENEFIT. EMPLOYEE ACCUMULATES $ WHILE EMPLOYED ONLY

- FRESNO. % of sick leave into HRA at separation
- TRACY. Sick leave conversion

ONGOING AFTER RETIREMENT

- MODESTO. PERS minimum $108 a month
- ONTARIO. Same as employee. $1321 a month
- PLEASANTON. If hired after 2009. For less than 20 yrs. Get 4% a year of service for lowest cost plan retiree only rate. For over 20 yrs. Get 4% a year of service for lowest cost plan retiree plus1.
- SACRAMENTO METRO FIRE. Same as employee
- SACRAMENTO CITY. If retired after 1992 but before 2008 with 10 years 75% of plan cost retiree only. With 20 years get 100%. If retired after 2008 get $300 retiree only, $365 retiree plus 1

Attachment 5

Summary of City Survey Agencies on Sick Leave at Separation Benefits

Misc.
None (may have PERS service credit)
FREMONT 0
FAIRFIELD 0 (but has annual cash out of 3 days)
LIVERMORE 0 (SERVICE CREDIT ONLY)
SACRAMENTO 0 (but has annual cash out of 3 days if they have over 60 days on books only)
SAN JOAQUIN COUNTY 0 if hired after 2001. If before 2001 sick leave conversion for retiree medical
CHULA VISTA PERS service credit only
LODI 0 (service credit some units only)

Conversion to retiree medical only
FRESNO 40% of hours in excess of 240hrs.
LODI 10 yrs. 50% to retiree medical plus 2.5% for each additional year of service. Some units
MODESTO 90% of 2200 hours
TRACY 100% retiree medical

Cash out
BAKERSFIELD 120 hours only (15 days)
HAYWARD 1% for each year of service (30 yrs =30%)
MANTECA 50% retirement only PERS service credit and 50% cash or 100% service credit.

POA
None
LIVERMORE
ONTARIO
SAN JOAQUIN COUNTY 0 if hired after 2001. If before 2001 sick leave conversion for retiree medical
SACRAMENTO 0 if hired after 2005, if hired before 25%

Conversion to retiree medical only
MODESTO 90% for retiree medical only

Cash out
BAKERSFIELD 25% retirement only
FRESNO 50%
POMONA 50% up to 1200 hours (=75 days of pay max)
RIVERSIDE 5-10 yrs. 25%, 10+ yrs. 50%
SAN BERNADINO 50% of max. of 480 hours

FIRE

None (may have service credit)
ONTARIO 0
PLEASANTON 0(service credit only)
SAC METRO 0 (but can cash out annually 6 days of sick if has over 1000 hours on books)
SAC CITY 0 (but has annual cash out of 25% if they have over 60 days of sick on books)

Conversion to retiree medical only
FRESNO 50% of hours in excess of 240 for retiree medical
TRACY AFTER 10 YRS. 100% for retiree medical
SAN BERNADINO after 5 yrs. Retirement or death 50% retiree medical

Cash out
ALAMEDA FIRE DISTRICT. In addition to PERS credit get 20% of unused
BAKERSFIELD 25%
MODESTO 90% of 2000 hours