

**AMENDMENT TO THE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF STOCKTON AND THE  
WATER SUPERVISORY UNIT  
Amendment to the July 1, 2012 - June 30, 2013 MOU**

**WHEREAS**, The City of Stockton (the "City") and the Water Supervisory Unit are parties to a Memorandum of Understanding ("MOU") covering the period of July 1, 2012 through June 30, 2013.

**WHEREAS**, all other terms and conditions of the MOU including the relative appendices will remain in effect, the parties hereto agree that the following sections of the MOU are hereby amended and shall read as follows:

1.0 Term

The parties have agreed that the term of this MOU shall be extended to June 30, 2014.

1.2 Reopener

The Association agrees to meet at the City's request for the purpose of meeting and conferring on any changes that would be a mandatory subject of bargaining that may result from any City proposal on organizational, operational or staffing changes that are a result of efficiency measures during Fiscal Year 2013/2014.

9.1 Cash Payment Option for Vacation.

(c) 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 and during the contract term of July 1, 2013 through June 30, 2014.

13.7 Longevity Pay

Effective June 20, 2011, longevity pay shall be eliminated. However, the City shall grandfather only those employees who complete twelve (12) continuous years of service with the City as of June 30, 2012, 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-half percent (1.5%).

2012-07-24-1524-61 P

14.0 Reopener Clause for Health Insurance

The Association agrees at the City's request, to meet and confer on any changes that are within the mandatory scope of bargaining in any City proposals related to its City sponsored medical plans that may be related to the implementation of the Affordable Care Act (ACA) during Fiscal Year 2013/2014.

14.1 Health and Welfare Benefits and Trust Fund Plan

(c) City Contribution towards the cost of insurance programs. Effective July 1, 2013:

- The City shall contribute up to \$522.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- The City shall contribute up to \$950.00 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 \$1,262.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

All other terms and conditions set forth in the MOU not specifically changed by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been attested to by the City Clerk, the City Seal affixed hereto, and the document subscribed to by the City of Stockton Employee Relations Officer and the duly authorized Representatives for the Water Supervisory Unit on the 7<sup>th</sup> day of June 2013.

**WATER SUPERVISORY UNIT**

*Approved as to form:*  
Operating Engineers' Local 3

By: [Signature]  
Its: Legal Counsel or Labor Representative

**CITY OF STOCKTON, a Municipal Corporation**

APPROVED AS TO FORM:

By: [Signature]  
BOB DEIS  
City Manager

By: [Signature]  
TERESIA HAASE  
Director of Human Resources  
Employee Relations Officer

*Approved as to form:*

John Lueberke, City Attorney

By: [Signature]  
MARCI ARREDONDO  
Deputy City Attorney



ATTEST:  
CLERK OF THE CITY OF STOCKTON  
By: [Signature]

2012-05-22-1205-01

**LETTER OF AGREEMENT  
BETWEEN THE CITY OF STOCKTON AND  
OPERATING ENGINEER'S LOCAL 3, AFL-CIO  
SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT  
Amendment to the July 1, 2011 – June 30, 2012 MOU Regarding Longevity Pay**

**RECITALS**

This Letter of Agreement ("LOA") has been jointly prepared by the designated representatives of the City of Stockton ("City"), a public agency within the meaning of section 3501(c) of the Government Code of the State of California, and the designated representatives of the Operating Engineer's Local 3, AFL-CIO, the exclusively recognized employee organization for the Supervisory Unit ("Union"), to modify the Memorandum of Understanding between the City and the Union for the period ending June 30, 2012 ("MOU") as follows;

**WHEREAS**, in light of the City's severe financial crisis and an estimated \$37 million General Fund budget deficit in Fiscal Year 2011/2012 and the Union's desire to assist the City in addressing the financial crisis and the budget deficit, the parties entered into successor Memorandum of Understanding that included the elimination of Longevity Pay with a grandfather provision; and

**AGREEMENT**

**NOW THEREFORE**, the City and the Union, after meeting and conferring in good faith under section 3505 of the Government Code of the State of California, have agreed to amend the provisions of the MOU regarding Longevity Pay and reaffirm all remaining terms of the MOU:

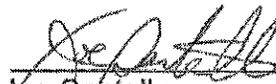
1. Section 13.7 of the MOU, Longevity Pay, is amended as follows:

**13.7 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 1, 2012 ~~July 31, 2014~~ longevity pay of two and one-half percent (2.5%) of top salary step of the employee's pay range.

IN WITNESS WHEREOF, this Letter of Agreement was ratified by a secret ballot vote of the general membership of the Union on 1/27/ 2012, and affirmed by an affirmative vote of the Stockton City Council on 5/22/ 2012, and is effective on this date first set forth above.

Operating Engineer's Local 3, AFL-CIO  
Supervisory Unit

By:   
Joe Santella  
Its: Business Representative for  
Operating Engineer's Local 3, AFL-CIO

By: \_\_\_\_\_  
Its: President

CITY OF STOCKTON, a Municipal  
Corporation

By:   
BOB DEIS  
City Manager

By:   
TERESIA HAASE  
Director of Human Resources

ATTEST  
By:   
BONNIE PAGE  
City Clerk



APPROVED AS TO FORM:

By:   
JOHN LUEBBERKE  
City Attorney

MEMORANDUM

May 22, 2012

TO: All Employees  
FROM: Teresia Haase, Director of Human Resources  
SUBJECT: Exceptions to Suspension of Separation Pay Outs

The City Manager has provided direction to the Human Resources and Administrative Services Departments that effective immediately, the City will make separation pay out exception payments under the current temporary suspension of separation pay outs as follows:

For employees separating *on or after* February 16, 2012 but who declared their intention to resign or retire *prior* to February 16, 2012 (upon verification by the Department Head) – pay at separation 1/3<sup>rd</sup> of accrued vacation balance or \$10,000, whichever is greater up to total pay out of accrued hours; at one year after separation pay 1/3<sup>rd</sup> of accrued vacation balance or \$10,000, whichever is greater up to total pay out of accrued hours; and at two years after separation pay any remaining balance of accrued vacation.

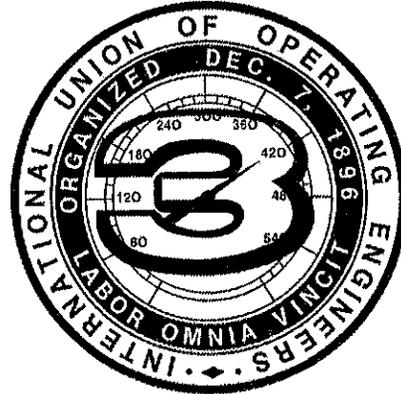
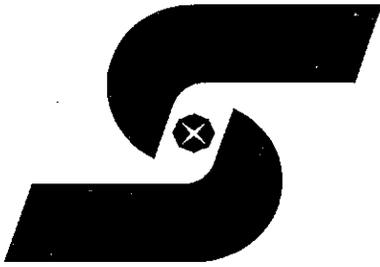
The temporary suspension of separation pay outs is in effect through June 30, 2012. Leave pay outs for next fiscal year will be determined through the budget process and negotiated with all affected employee groups through contract negotiations or in AB506 mediation.

There is no change in the suspension of separation cash outs of sick leave. Please feel free to contact Human Resources at 209-937-8233 if you have any questions.

Sincerely,



TERESIA HAASE  
HUMAN RESOURCES DIRECTOR



## **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, 2011 and ending June 30, 2012.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**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. 08-0143, adopted by the City Council on April 15, 2008.

**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

## **MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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.

### **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

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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- (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

## **MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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. 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

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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 race, creed, color, religion, national origin, sex, political affiliation or legitimate union 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.

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

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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.

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

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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- (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 most recent

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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performance evaluation shall determine seniority.

(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

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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. 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.

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(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

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(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

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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.

(d) Step 4 - Arbitration. If 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.

(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.

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**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 (d) or (e) of Subsection 8.3 above shall be taken unless it is determined that the employee is not utilizing such option.

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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 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.

### **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 (1-½) years continuous employment 80 hours/year.
- (2) After one and one-half (1-½) to seven and one-half (7-½) years continuous employment 108 hours/year.
- (3) After seven and one-half (7-½) 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 basis. However, during the August 2011 payroll only, vacation accruals that were earned but not yet transferred to employees for the month of July 2011 due to conversion from a lump sum to pay period accrual system shall be included in the August payroll run.

(b) Maximum Vacation Accrual. Effective August 1, 2011, employees reaching the maximum hours provided here shall stop accruing additional

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vacation 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 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 accrual allowed.

Maximum Vacation Accrual Caps.

40 hour employee

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

(c) Cash Payment Option for Vacation. An employee may elect to receive cash payment for up to a maximum of forty (40) hours annually except that all cash outs shall be suspended during furlough periods.

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:

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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 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.

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(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 may make such sick leave usage reviews and may require such additional documentation, including a physician's statement, as he/she deems necessary before approving 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 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 cash value as of June 30, 2011. Any sick leave accrued on or after July 1, 2011 shall have no cash value.

(h) 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 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 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

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(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 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

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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

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(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.

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.

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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.

**Section 11. Overtime**

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### 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) 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.

(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.

(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

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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 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 two (2) hours for every eight (8) hours of standby, and time and one-half (1- 1/2) for all actual time worked while on standby duty status.

(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), 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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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

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.

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**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

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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beforehand.

**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 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 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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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(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 Systems Benefits for Unit Employees Hired on or after July 1, 2011

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 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 CalPERS 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 and must wear 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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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 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 of two and one-half percent (2.5%) of top salary step of the employee's pay range.

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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

(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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**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.

(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 \$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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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(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 which provides the following:

(a) Each disability - sixty-six and two thirds percent (66 2/3%) of salary.

(b) A 30-day waiting period before eligibility for benefit.

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

(d) The City will provide, at no expense to the employee, medical coverage for a period of ninety (90) days.

**14.3 Life Insurance**

The City shall provide, at no cost to the employee, a term life and accidental death and dismemberment insurance policy, equal to two (2) times the employee's annual salary.

**14.4 Retirement Medical Allowance for Employee Hired on or before June 30, 2011**

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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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(a) 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.

(b) 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 Employee 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 June 30, 2011 shall not be afforded any retiree medical allowance, program or contribution by the City.

14.6 Long-Term Care

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

**Section 15. Salaries**

15.1 Salary Rates

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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.

**15.4 Salary Step Plan**

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

The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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

## **MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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.

### **15.9 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**

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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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 Furlough Hours in Fiscal Year 2011-2012. Each bargaining unit employee shall take 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) above shall be equalized so that each bargaining unit employee shall have a deduction representing a per pay period reduction of 4.62%. Since this agreement was not reached by July 1, 2011, the 4.62% will be increased to include the additional amount needed to ensure an annualized savings of the 4.62%.

(c) Furlough Bank. Employees must use the 96 hour furlough bank by June 30, 2012 or forfeit the furlough bank. The Furlough bank has no cash value and any furlough hours deducted and banked but not taken off by June 30, 2012 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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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(f) Separation from City Service before June 30, 2012. Any employee who separates from City service before the final 4.68 hour furlough deduction on July 7, 2012 for the pay period ending June 30, 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.

**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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**Section 19. Duration of Agreement**

This Memorandum of Understanding shall be effective the date of execution, through June 30, 2012.

**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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**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding on this \_\_\_\_ day of \_\_\_\_\_ 2011.

OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO

CITY OF STOCKTON,  
a municipal corporation

By: \_\_\_\_\_  
JOE SANTELLA  
Its: Business Representative

By: \_\_\_\_\_  
DANIA WONG, RSHS  
Its: Chief Negotiator for the City

By: \_\_\_\_\_  
Its: Member

By: \_\_\_\_\_  
TERESIA HAASE  
Its: Director of Human Resources

By: \_\_\_\_\_  
Its: Member

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Its:

APPROVED AS TO FORM:  
CITY ATTORNEY

By: \_\_\_\_\_

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**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

**Appendix A**

**Supervisory Unit – Municipal Utilities Department**

Job Classification	Salary Steps					
	1	2	3	4	5	6
Collection Systems Supervisor	4,426.00	4,652.00	4,891.00	5,141.00	5,405.00	5,682.00
Laboratory Supervisor	4,891.00	5,141.00	5,405.00	5,682.00	5,973.00	6,279.00
Occupational Health & Safety Compliance Specialist	3,969.00	4,172.00	4,386.00	4,611.00	4,847.00	5,095.00
Plant Maintenance Supervisor	4,426.00	4,652.00	4,891.00	5,141.00	5,405.00	5,682.00
Plant Operations Supervisor	4,426.00	4,652.00	4,891.00	5,141.00	5,405.00	5,682.00
Regulatory Compliance Officer	5,773.00	6,069.00	6,380.00	6,707.00	7,051.00	7,412.00
Senior Plant Maintenance Supervisor	4,891.00	5,141.00	5,405.00	5,682.00	5,973.00	6,279.00
Senior Plant Operations Supervisor	4,891.00	5,141.00	5,405.00	5,682.00	5,973.00	6,279.00
Senior Water/Collection Systems Supervisor	4,891.00	5,141.00	5,405.00	5,682.00	5,973.00	6,279.00
Technical Services Supervisor	5,389.00	5,665.00	5,955.00	6,260.00	6,581.00	6,918.00
Utilities Safety & Training Specialist	3,556.00	3,738.00	3,929.00	4,131.00	4,342.00	4,565.00
Water Operations Supervisor	4,426.00	4,652.00	4,891.00	5,141.00	5,405.00	5,682.00

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**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.
- (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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

- (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).
- (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

CITY OF STOCKTON, a municipal corporation

By: \_\_\_\_\_  
 JOE SANTELLA  
 Its: Business Representative

By: \_\_\_\_\_  
 J. GORDON PALMER, JR.  
 Its: City Manager

By: \_\_\_\_\_  
 RICHARD STIFFLER  
 Its: Member

By: \_\_\_\_\_  
 DIANNA R. GARCIA  
 Its: Director of Human Resources & Employee Relations Officer

By: \_\_\_\_\_  
 DI SMITH  
 Its: Assistant Director of Human Resources

By: \_\_\_\_\_  
 ETHEL FRANCOIS  
 Its: Deputy Director of Human Resources

APPROVED AS TO FORM:  
 RICHARD E. NOSKY  
 CITY ATTORNEY  
 By: \_\_\_\_\_  
 MICHON JOHNSON

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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Its: Deputy City Attorney

By: \_\_\_\_\_  
RUSS BURNS  
Its: Business Manager

By: \_\_\_\_\_  
FRED HERSCHBACH  
Its: President

By: \_\_\_\_\_  
ROBERT L. WISE  
Its: Recording Corresponding Secretary

By: \_\_\_\_\_  
DON DIETRICH  
Its: Director of Public Employee Division

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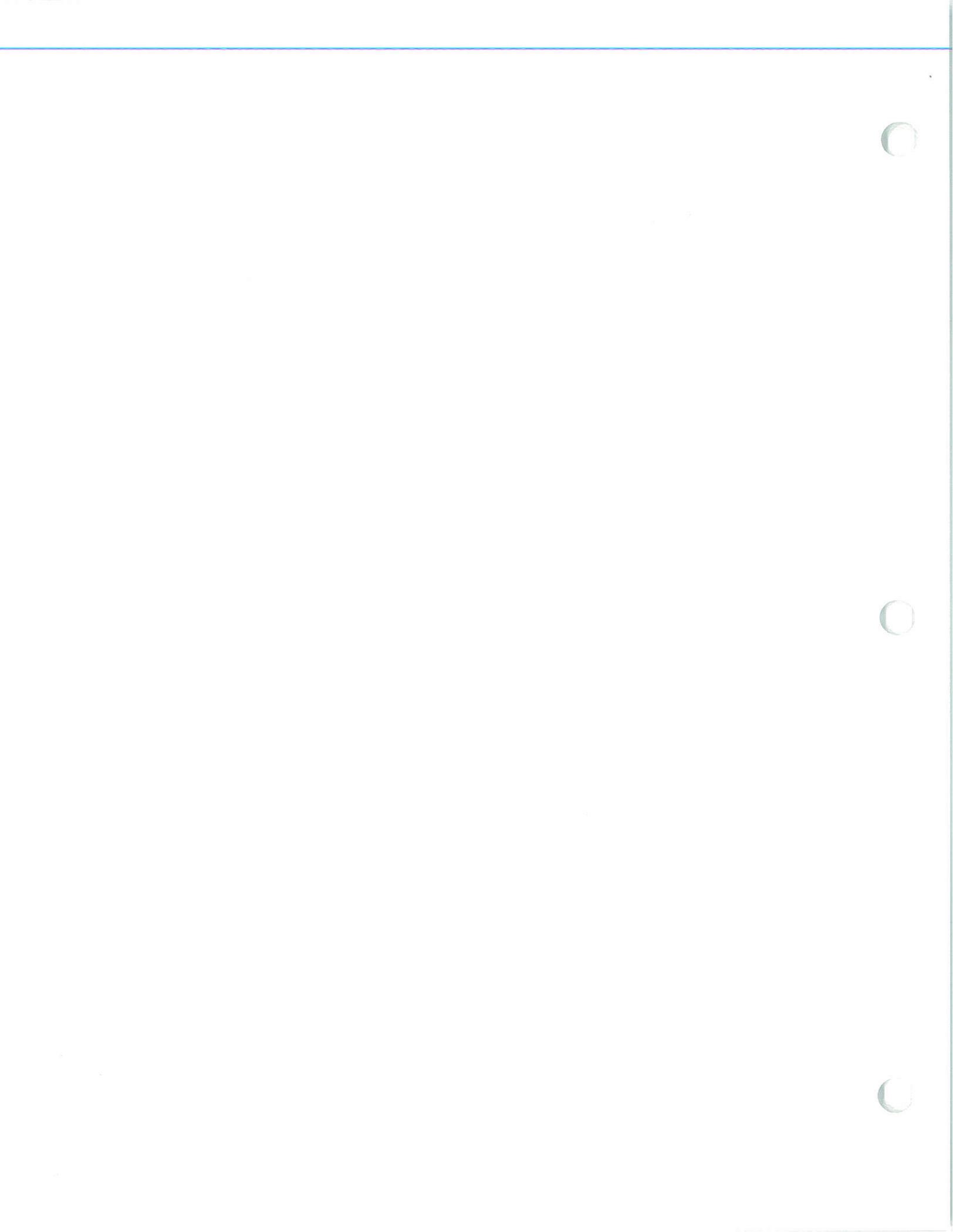
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**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
Term: July 1, 2012 – June 30, 2013

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**CITY OF STOCKTON**

**MEMORANDUM OF UNDERSTANDING  
WATER 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 Meyers-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 and ending June 30, 2013.

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2012 – June 30, 2013**

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**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
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**Section 1. Recognition**

Operating Engineers' Local 3, AFL-CIO, hereinafter referred to as the "Union," is the recognized employee organization for the Water Supervisory Unit, certified pursuant to Resolution No. 08-0143, adopted by the City Council on April 15, 2008.

**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

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and only upon signed authorization from the employee upon a form satisfactory to the City.

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

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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

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
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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

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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

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
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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.

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
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- (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.

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
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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 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.

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

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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.

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.

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4.2 Original Entrance and Promotional Positions

All original and promotional appointments shall be subject to a probationary period of six (6) months. 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.

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(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.

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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.

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.

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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 to a full time position three times shall have his/her name removed from this reemployment list unless mutually agreed to by the Department and employee. Upon certification for appointment to a new position never having been held by this employee, 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

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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.

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(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

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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 - Arbitration. If the parties are unable to reach a mutually satisfactory accord on the grievance at Step 2 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) 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

(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 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

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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 changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from 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

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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) 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) 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 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.

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- (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 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)
15-25 yrs	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)

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.

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- (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.

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 dependent, 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.

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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. The Director of Human Resources may require a doctor's certificate or other reasonable proof of illness as he/she deems necessary in order for an employee to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay. If an employee's illness results in an absence from work for more than three (3) consecutive days, a doctor's certificate or other reasonable proof of illness may be required. In addition, the City may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

(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

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(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 Effective February 17, 2012, all accumulated or future accruals of sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave except as provided below.

(h) CalPERS Service Credit for Unused Sick Leave Employees shall be eligible for CalPERS service credit for any unused sick leave at retirement not otherwise compensated for in (i) below. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave shall not be eligible for this service credit.

(i) Sick Leave Retention Benefit If, after subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:

(1) Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;

(2) Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 35% of its cash value to separating employees between these dates; and

(3) Separation after July 1, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 50% of its cash value to separating employees after this date.

(4) Service credit for unused sick leave shall be in accordance with PERS regulations.

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-

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law, child, stepchild, brother, sister, 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 on jury duty or testifies as a witness in a criminal case, other than as a defendant. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. 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.

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

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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. An employee on Workers' Compensation may use accrued leave, if needed, to supplement benefits, up to the amount required to receive a full paycheck.

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(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'

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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.

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**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 or statutorily required overtime work shall apply to non FLSA exempt employees:

(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 taken, holiday hours taken and observed holidays where the City is closed shall be considered as time worked. Sick leave, vacation, or other compensated time off shall not be considered as actual time worked.

(b) On a holiday observed by the City an employee who is not regularly scheduled to work holidays 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) 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 worked as defined in (a) above in any workweek that qualifies for overtime will be paid or taken as CTO in accordance with Section 11.5(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.

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- (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 minutes; in no event longer than forty-five (45) minutes.
  - (2) Employees on standby shall have the option to trade hours 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, 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 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.

**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.

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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 worked in excess of forty (40) hours in a seven (7) day work period as defined in section 11.2(a), 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

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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                     |

FLOATING holidays must be scheduled and used within the calendar year.

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.

For employees on the 9/80 alternative work schedule, employees may shift their work schedule so that their 8 hour day falls on the designated holiday with the approval of their supervisor.

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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.

**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 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 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.

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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 percent (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 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).

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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 complete twelve (12) continuous years of service with the City as of June 30, 2012, 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-half percent (1.5%). 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

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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

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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.

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- 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 Water Supervisors 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.

(h) It is understood that a coalition of the City's unions, including Operating Engineers' Local 3, are exploring the possibility of providing a health plan for all city employees and retirees, independent from the City. On or before October 1, 2012, the Unions shall notify the City of whether they in fact are proposing to assume the provision of medical plans for employees and retirees. Should the City and unions in fact agree upon the unions administering their own plan, the terms of that assumption shall be established through meet and confer, as set forth in Appendix C. The terms of such plan, once agreed upon, shall supersede this section to the extent inconsistent, provided that the City's contributions to

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such plan for active employees in this unit shall not exceed the maximum contributions set forth in subsection (c).

**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:

- (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. 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) day waiting period.

**14.3 Life Insurance**

Effective July 1, 2012, the 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. In addition, employees shall have the opportunity to purchase additional insurance for a coverage level up to three times their annual salary at their own expense, provided the City's insurance carrier is willing to provide such insurance.

**14.4 Retirement Medical Allowance For Retirees 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).

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(b) City Contribution for the period of July 1, 2012 through June 30, 2013. The City shall provide to employees retiring from the City the following contribution towards the costs of retiree medical insurance from July 1, 2012 through June 30, 2013.

- (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.
- (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 may enroll themselves or their dependents at their own expense in City sponsored medical plans only (dental and vision are not offered to retirees). The City reserves the right to set benefit levels in medical plans for retirees and at it's exclusive option only provide fully insured plan choices to retirees for enrollment. The City reserves the right to discontinue inclusion of retirees in City sponsored medical plans at any time.

(c) The City's commitment to provide retiree medical benefits during the 2012-13 fiscal year is to the retiree and shall end upon the death of the retiree. Surviving spouses shall not be eligible for any city paid benefit after the death of the city retiree.

(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

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retiree medical insurance for current employees (future retirees) and current retirees.

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.

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14.6 Medicare Supplemental Coverage Requirements only

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

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

- (a) Return Plan benefits for Acupuncture to 12 visits per year (instead of unlimited) and 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.

If portions or the whole of the Federal Affordable Care Act is modified subsequent to the adoption of this memorandum of understanding, the City and the Water Supervisors Unit will meet and confer over any identifiable negotiable impact of those modifications.

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### 14.7 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.

### 14.8 It is understood that the terms of this section, other than the terms covering the City's contributions, may be superseded should the City and unions agree that the medical plans shall be administered by the Unions as set forth in section 14.1(h), above.

### 14.9 Nothing in this section shall be construed to create vested rights to benefits for employees or retirees after the expiration of this MOU.

## 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.

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 Equivalent

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,

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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

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.

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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.

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2012 – June 30, 2013**

(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.

15.9 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.

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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) 62 Furlough Hours in Fiscal Year 2012-2013. Each bargaining unit employee shall take sixty-two (62) furlough hours (leave from work without pay).

## WATER SUPERVISORY UNIT SUCCESSOR MOU

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(b) Equalized Payroll Deductions. Payroll deductions for the sixty-two (62) furlough hours described in section 15.15, paragraph (a) above, shall be equalized so that each bargaining unit employee shall have a deduction representing a per pay period reduction of 2.98%.

(c) Furlough Bank. Employees must use the 62 hour furlough bank by June 31, 2013 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, 2013 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, 2013. Any employee who separates from City service before the final 2.98%\_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 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.

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2012 – June 30, 2013**

**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, 2013.

**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

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2012 – June 30, 2013**

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.

**Section 21. Bankruptcy**

Operating Engineers' Local 3, AFL-CIO Water Supervisory Unit (hereinafter "Water Supervisors"), which is defined for the purposes of this section as including without limitation bargaining unit members, officials, attorneys and affiliates, agrees that this MOU shall supersede the terms of all prior MOUs, side letters, and any other agreements between the parties as to the subjects covered herein. Water Supervisors further agree that it shall file no claims in the City's bankruptcy case upon the terms of any agreements that precede this or prior MOUs. However, nothing in this paragraph shall limit Water Supervisors' ability to challenge any breach of this MOU.

Water Supervisors further agree that the City is eligible for chapter 9 relief, and that it will not oppose the City's eligibility should eligibility be contested by another party. Water Supervisors agree to support any plan of adjustment consistent with the terms of this MOU.

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2012 – June 30, 2013**

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on July 12, 2012, and by an affirmative vote of the Stockton City Council on July 24, 2012. The parties hereto have executed this Memorandum of Understanding this \_\_ day of July 2012.

**Operating Engineers Local No. 3**

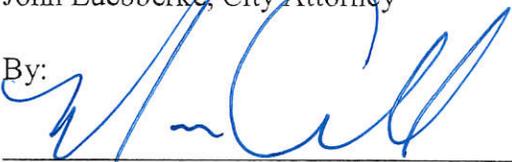
  
\_\_\_\_\_  
JOE SANTELLA  
Senior Business Representative

**City of Stockton**

  
\_\_\_\_\_  
BOB DEIS  
City Manager

  
\_\_\_\_\_  
TERESIA HAASE  
Director of Human Resources

*Approved as to form:*  
John Luebberke, City Attorney

By:   
\_\_\_\_\_  
DEANNA SOLINA  
Deputy City Attorney

By:   
\_\_\_\_\_  
EMILY PRESCOTT  
Negotiator for the City

ATTEST:  
BONNIE PAIGE  
CITY CLERK

  
\_\_\_\_\_  
For BONNIE PAIGE  
City Clerk



**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2012 – June 30, 2013**

**Appendix A. Salary Table**

For up-to-date Salary Schedule, please check the Human Resources Website.

<u>Position Number</u>	<u>Title</u>	<u>Grade</u>
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

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2012 – June 30, 2013**

**Appendix B. Side-Letter of Agreement Regarding Transfer of Services**

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.

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) 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.

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2012 – June 30, 2013**

**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 - 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 Englt	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%.

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
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**Section 5 – Compensation and Benefits**

- (a) 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) through June 30, 2013. Effective June 30, 2013, employees identified in Exhibit B shall receive the same city contribution towards cost of insurance programs as stated in MOU section 14.1(c).
  
- (b) 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

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
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**Appendix B – Exhibit B Employees**

<b>No.</b>	<b>Name</b>	<b>Retirement Category</b>
1	Alejo, Paul	2
2	Bauman, Richard	2
3	Bernsdorff, Vic	2
4	Callas, David	1
5	Campoy, Kenneth	2
6	Campoy, Steve	1
7	Carter, Quincy	2
8	Castro, Richard	1
9	Cook, Lance	2
10	Daclan, Felix	1
11	De Anda, Michael	2
12	Flagg, Keary	2
13	Flores, Raymond	1
14	Freeman, Jason	2
15	Gallego, Bruce	1
16	Garcia, Fermin	2
17	Gini, Robert	1
18	Gomez, Ray	3
19	Grant, Russell	1
20	Gruber, Joseph	2
21	Guardado, Victor	1
22	Handel, Ralph (Ron)	2
23	Harrison, Randy	1
24	Hensley, Debra	2
25	Hernandez, Ricardo	2
26	Hilinski, James	3
27	Hill, Dale	1
28	Hinkle, Terry	2
29	Hinsz, Tory	2
30	Horn, Timothy	2
31	Howe, Larry	1
32	Jones, Anthony M.	1
33	King, Mike	2
34	Lobosco, Orlando	1
35	Lopez, Paul Jr.	1
36	Lucas, Raymond	1
37	Marquez, Ramiro	1
38	Matteson, Gary	1
39	Medina, Nikkie	3
40	Miller, Delbert	2
41	Newell, Debbie	1
42	Newell, William	1
43	Palacio, Manuel	2
44	Palacio, Robert	2
45	Pederson, Michael	2
46	Perez, Julian	2
47	Perry, Dwayne	2
48	Piper, Darren	3
49	Price, Michelle	2
50	Quinones, Rudy	2
51	Ramsey, Harvey	1
52	Retzius, Tom	1
53	Richards, David	1
54	Rivas, Richard	1
55	Saha, Richard	1
56	Saunders, James	3
57	Shahan, David	2

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
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**Appendix B – Exhibit B Employees**

<b>No.</b>	<b>Name</b>	<b>Retirement Category</b>
58	Sigman, John	1
59	Stiffler, Richard	2
60	Temme, Ross	1
61	Tener, Jon	1
62	Tucker, Frank	1
63	Valentine, Kenneth	2
64	Vargas, Richard	2
65	Walker, Mark	1
66	Watkins, Thomas	2
67	Whetstone, Jerry	1
68	Whittsitt, Roland	2
69	Wise, Don	1
70	Zanutto, Thomas	3

**Retirement Categories**

- 1 - Retired for CalPERS
- 2 - PERS - Did Not Cash-Out
- 3 - PERS - Did Cash-Out
- 4 - No Prior PERS - Hired by OMI

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2012 – June 30, 2013**

**Appendix C. Union Proposal to Assume Administration of City Medical Plans**

Union Proposal to Assume Administration of City Medical Plans (agreement between City and coalition representing all city Unions)

The City is supportive in concept of the unions taking over responsibility for providing medical insurance plan, and pledges its full cooperation in providing the necessary data to permit the Unions to assess the viability of such a plan. Acceptance of the plan by the City shall be subject to the following terms and conditions:

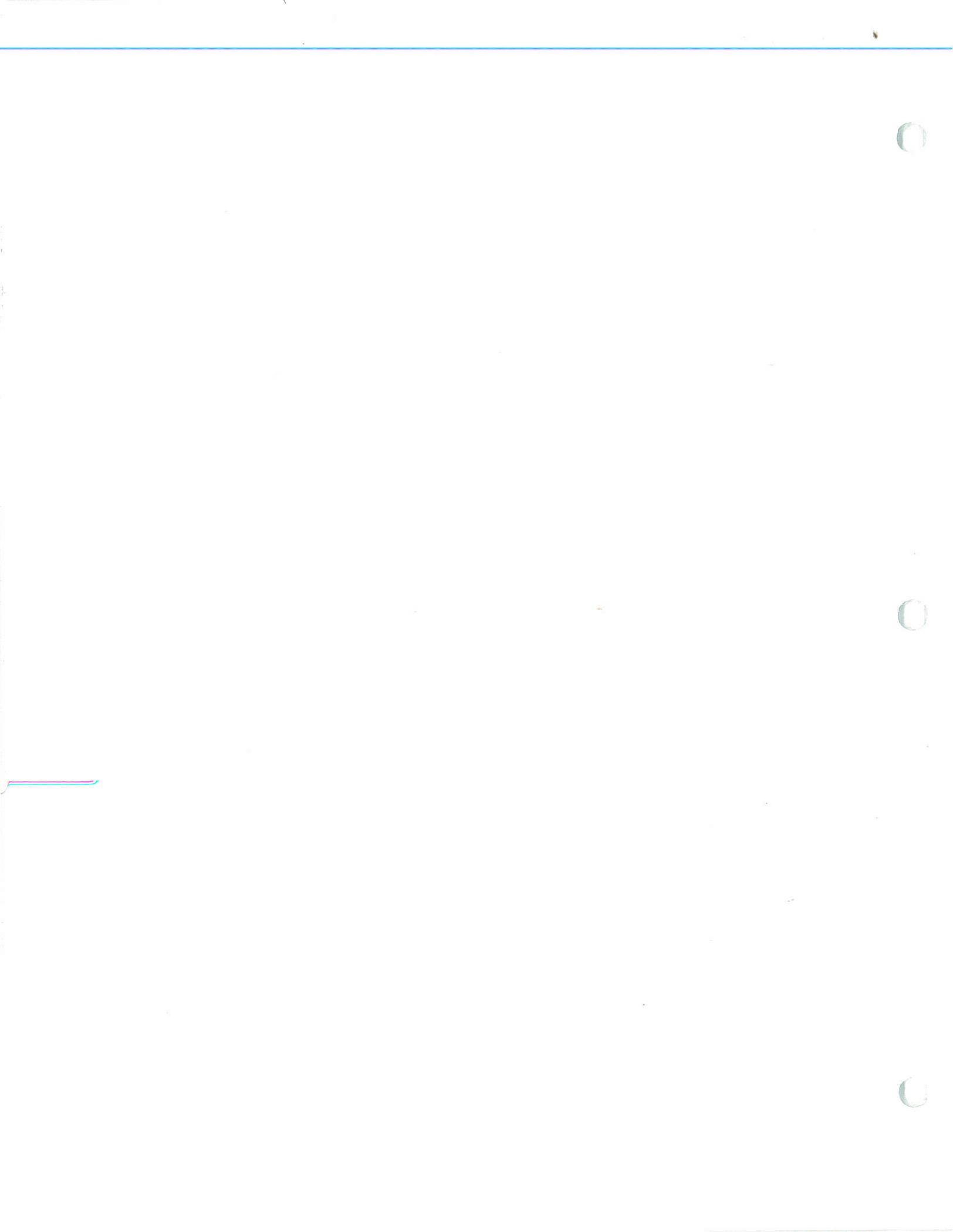
1. Such plan would not be City sponsored and the City would not have any responsibility for such plan including administration of the plan and client services, and unions/vendor will hold city harmless for any actions taken by vendor or union in its management of their plans. The City will pay its contributions for employee insurance coverage as set forth in individual MOUs and remit them to the plan administrator per any administrative agreement. City will process employee's deductions and remit to vendor and such costs of providing this service is part of administrative expense to be paid by union per any agreement achieved pursuant to #12 below.
2. Plan participants to pay all administrative costs of the plan, including HR support and computer/data transfer/integration.
3. Such plan would include all city employees and eligible retirees. All plan enrollees would have same benefits, plan choices, eligibility, access to the network and premium costs and be treated in the same manner, provided, however, that retirees and active employees may remain in separate risk pools. The only exception would be for over age 65 retirees where plan benefits would be integrated with Medicare. In addition, the Union plan may discontinue Original Plan benefits for retirees.
4. The plan would be fully insured, such that all risks would be borne by the insuring company without the possibility of underfunding the benefit
5. The Unions will not propose CalPERS medical plans.
6. Implementation shall be by January 1, 2013, provided the Unions provide at least 90 days notice to the City (i.e. not later than October 1, 2012).
7. The City will pay all run out claims from the Modified and Original medical plans with respect to any claim incurred prior to January 1, 2013, regardless of when

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2012 – June 30, 2013**

the claim is paid. The City shall make all reasonable efforts to insure that all claims received are processed timely during the claims run out period. If any funds remain in the ISF fund, the parties will meet to discuss the status of the funds.

8. It is understood that the union plans would stay in effect for at least five years, and the Unions will give the City at least 1 year's notice if they intend to terminate this arrangement. The City may only terminate the agreement with good cause regarding the failure of the plan to provide agreed upon benefits, and with evidence of continuing coverage for affected employees and retirees in the succeeding City sponsored plans. The City makes no commitment to any future arrangement of City administered medical insurance should the union plans be discontinued by the union's actions.
9. The City retains the right to terminate the sponsorship by the unions of any health plan as a result of any legislation that would require the City to provide plans to its employees or pay penalties in lieu of providing such plans, for example, as under the Affordable Care Act or any additional or successor legislation
10. Existing limits on City contributions to medical/dental/vision (agreed or imposed) remain unchanged.
11. It is understood that once the unions obtain quotes for coverage, the parties will meet and confer regarding significant issues regarding the implementation and viability of such plan, including, but not limited to the following:
  - Coverage of "tail" claims; Fully fund all reserves for Incurred but Not Reported and Pending Claims;
  - Calculation and method of paying administrative costs;
  - Hold harmless to City for any actions taken by vendor/union coalition;

The City retains the right to accept or reject any union proposals on a union sponsored plan(s) during meet and confer following union receipt of bids, based upon financial, operational, legal or coverage concerns.



**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2014 – June 30, 2016**

**CITY OF STOCKTON**

**MEMORANDUM OF UNDERSTANDING**  
**WATER 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 Meyers-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, 2014 and ending June 30, 2016.

2016-01-12-1205 NP

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**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2014 – June 30, 2016**

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**Section 1. Recognition**

Operating Engineers' Local 3, AFL-CIO, hereinafter referred to as the "Union," is the recognized employee organization for the Water Supervisory Unit, certified pursuant to Resolution No. 08-0143, adopted by the City Council on April 15, 2008.

**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

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
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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.

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.

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
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(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

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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

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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.

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(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.

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- (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

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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 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.

**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

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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.

**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,

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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 appointments shall be subject to a probationary period of one (1) year with a review completed after 6 months from date of original appointment. Promotional appointments shall be subject to a probationary period of 6 months. The probationary period for original and promotional appointments will not be extended.

**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.

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

- (1) Administrative Services
- (2) City Attorney
- (3) City Auditor
- (4) City Clerk
- (5) City Manager
- (6) Community Development
- (7) Community Services
- (8) Economic Development
- (9) Fire
- (10) Human Resources
- (11) Information Technology
- (12) Municipal Utilities
- (13) Police
- (14) Public Works

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.

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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. .

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.

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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 to a full time position three times shall have his/her name removed from this reemployment list unless mutually agreed to by the Department and employee. Upon certification for appointment to a new position never having been held by this employee, 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

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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.

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(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

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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 - Arbitration. If the parties are unable to reach a mutually satisfactory accord on the grievance at Step 2 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 both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(d) 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**

(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 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,

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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 changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from 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 one-hundred and eighty (180) 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

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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) 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) 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 Leaves**

All regular employees, excluding provisional and temporary shall accrue vacation leave with pay in accordance with the following schedules:

(a) Vacation- FLSA Non-Exempt employees 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.

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

(b) FLSA Non-Exempt Employees 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)
15-25 yrs	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)

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-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) 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.                                  |                |

(d) FLSA Exempt Employees 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.

The maximum number of vacation hours that FLSA exempt employees shall accrue are as follows:

Under 1.5 years	200 hours
1.5 – 7.5 years	320 hours

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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

- (e) 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 and during the term of this MOU and until a successor MOU is reached.
- (f) Vacation Cash Out Upon Separation.  
An eligible employee separating from City service effective July 1, 2014 for any reason who has unused vacation time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post separation date at no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

### 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.

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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.

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 dependent, 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. The employee's department head may require a doctor's certificate or other reasonable proof of illness as he/she deems necessary in order for an employee to receive an excused absence from work and sick leave pay. The employee 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

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proof of illness in order to receive an excused absence and sick leave pay. If an employee's illness results in an absence from work for more than three (3) consecutive days, a doctor's certificate or other reasonable proof of illness may be required. In addition, the City may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

(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. Effective February 17, 2012, all accumulated or future accruals of sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave except as provided below.

(h) CalPERS Service Credit for Unused Sick Leave. Employees shall be eligible for CalPERS service credit for any unused sick leave at retirement not otherwise compensated for in (i) below. Employees hired on or after December 29, 2012 shall not be eligible for this service credit.

(i) Sick Leave Retention Benefit. If, after subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:

- (1) Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;
- (2) Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 35% of its cash value to separating employees between these dates; and

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- (3) Separation after July 1, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 50% of its cash value to separating employees after this date.
- (4) Service credit for unused sick leave shall be in accordance with PERS regulations.

**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 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 on jury duty or testifies as a witness in a criminal case, other than as a defendant. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. 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.

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.

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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.

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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. An employee on Workers' Compensation may use accrued leave, if needed, to supplement benefits, up to the amount required to receive a full paycheck.

(b) Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. 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.

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(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 scheduled days without a satisfactory explanation as approved by the Human Resources Director 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.

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**Section 10. Days and Hours of Work**

**10.1 Workweek**

The forty-hour workweek shall be from Sunday at midnight through the following Saturday at midnight. The 9/80 workweek shall be from Friday at middle of regular shift through the following Friday at middle of regular shift.

**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.

**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 or statutorily required overtime work shall apply to non FLSA exempt employees:

(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. Holiday hours taken and observed holidays where the City is closed shall be considered as time worked. Sick leave, vacation, or other compensated time off shall not be considered as actual time worked.

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- (b) On a holiday observed by the City an employee who is not regularly scheduled to work holidays 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) 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 worked as defined in (a) above in any workweek that qualifies for overtime will be paid or taken as CTO in accordance with Section 11.5(b).
- (d) Exempt Status of Classifications

The parties have agreed that effective upon the first full pay period after ratification of this contract the classifications of Laboratory Supervisor, Occupational Health & Safety Compliance Specialist, Regulatory Compliance Officer, Senior Plant Maintenance Supervisor, Senior Plant Operations Supervisor, Senior Collection Systems Supervisor and Water Systems Superintendent will be exempt from overtime as provided by the Fair Labor Standards Act and will be considered Exempt in the City's attendance and pay policies, and for the accrual of vacation. In consideration of this exempt status, employees in these classifications will receive the following FLSA Exempt vacation accrual rates and maximum accrual allowances rather than those listed as FLSA Non-Exempt in Section 9 (a) and (b):

Vacation-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) 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) FLSA Exempt Employees 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.

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The maximum number of vacation hours that employees 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

**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 minutes; in no event longer than forty-five (45) minutes.
- (2) Employees on standby shall have the option to trade hours 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.

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, 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 11.2 above. An employee shall not continue to receive the "standby" premium during actual time worked, or for any hours paid

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as overtime or call back. Standby is not considered as time in "paid status because of work performed" for purposes of calculating overtime.

**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 worked in excess of forty (40) hours in a seven (7) day work period as defined in section 11.2(a), 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

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(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

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FLOATING holidays must be scheduled and used within the calendar year. Floating holiday hours (40 total per calendar year) may be taken in one (1) hour increments. Any hours not used by December 31 of each year expire and are not carried forward into the subsequent year. There is no cash value for any unused floating holiday hours. While the floating holiday leave hours will be available as of January 1 each year, employees have not earned each of the floating holidays until the actual holiday occurs; if an employee separates employment and has utilized more floating holiday hours than earned, the employee's vacation or compensatory time hours will be charged for the same number of hours previously taken as floating holiday hours.

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.

For employees on the 9/80 alternative work schedule, employees may shift their work schedule so that their 8 hour day falls on the designated holiday with the approval of their supervisor.

An employee who takes a holiday off on a normally scheduled work day will receive 8 hours of holiday pay at their regular rate of pay, and the holiday hours count as time worked for FLSA overtime calculation purposes.

A holiday that falls on an employee's normally scheduled day off will receive 8 hours of holiday pay at their regular rate of pay, however the holiday hours will not be counted as time worked.

If an employee works on a holiday, the employee will receive 8 hours of holiday pay at their regular rate of pay, actual hours worked will be paid at the time and one half (1-1/2) (up to 8 hours) and holiday hours will not be counted as time worked.

If an employee works only partial hours on a holiday, partial holiday hours will be counted as time worked for FLSA overtime calculation purposes (up to 8 hours combined maximum).

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**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.

**Section 13. Compensation and Allowance Other Than Base Salary**

**13.1 Public Employees' Retirement System (P.E.R.S.) Benefits for Unit Employees Hired on or before December 28, 2012**

- (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 (P.E.R.S.). Such amounts will be applied to the employee's individual account in accordance with California Government Code section 20691 unless modified below.
- (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 21024 (Military Service Credit as Public Service) and section 21027 (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 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.
- (e) 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.

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- (f) 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.
- (g) The City will provide P.E.R.S. California Government Code section 21335 up to a five percent (5.0%) Annual Cost-of-Living Allowance, as added P.E.R.S. benefit.
- (h) Effective August 1, 2011, in consideration of (a) above, employees hired on or before December 28, 2012 shall pay seven percent (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 Employees' Retirement System (P.E.R.S.) Benefits for Unit Employees Hired on or After December 29, 2012

- (a) The City amended its contract with P.E.R.S. effective December 28, 2012 to provide a new second tier retirement program of 2% at 60 with a three (3) year average salary formula and no other additional P.E.R.S. benefits for all unit employees hired on or after December 29, 2012.
- (b) Employees hired on or after December 29, 2012 shall pay the entire seven percent (7%) of the employee's current base salary (as the employee contribution) and any other compensation as qualified by state law towards the P.E.R.S. retirement benefit through a payroll deduction.

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13.3 Public Employees' Retirement System (P.E.R.S.) Benefits for Employees hired on or after December 29, 2012

(a) Employees with Reciprocity:

Employees hired on or after December 29, 2012, who had service under another Cal PERS agency or public retirement system with reciprocity prior to January 1, 2013, and a break in service of less than 6 months and are considered classic employees by P.E.R.S. AB340, shall be subject to the P.E.R.S. pension formula of 2% at 60 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees hired shall pay the entire seven percent (7%) of the employee's current base salary (as the employee contribution) and any other compensation as qualified by state law towards Cal PERS retirement benefit through a payroll deduction.

(b) Employees without Reciprocity:

Employees hired on or after January 1, 2013, shall be subject to the P.E.R.S. AB340 pension formula of 2% at 62 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay 50% of the City's normal cost rate for the 2% at 62 as determined by Cal PERS.

13.4 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, HR-34, and approved for safety protective footwear reimbursement, the City will authorize safety protective footwear reimbursement in the amount of TWO HUNDRED DOLLARS (\$200.00).

13.5 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.

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13.6 Effective August 1, 2011 Educational Incentive Pay shall be eliminated.

13.7 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.

13.8 Longevity Pay

Effective June 20, 2011, longevity pay shall be eliminated. However, the City shall grandfather only those employees who complete twelve (12) continuous years of service with the City as of June 30, 2012, 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-half percent (1.5%).

13.9 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.

13.10 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. Any Training programs that employees are directed or authorized to participate by their department will be fully paid for by that department. Costs paid by the City include tuition, registration fees, related materials, and mileage/meal reimbursement if the training is not located on City premises.

13.11 Certification, Certification Training and Special Certifications

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- (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) An employee assigned to the wastewater function in the operator series 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 each waste water grade level certification above a grade 3 certification that exceeds the certification level required for the position held. Any employee receiving such certification pay will perform duties authorized by such certification level as required when necessary due to operational needs.

One level above MQ	\$1,000.00
Two levels above MQ	\$2,000.00

Effective upon the first full pay period following ratification of this Memorandum of Understanding by the Union and approval by the City Council on its regular

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agenda in accordance with the Brown Act, any current employee who is receiving this certification pay who does not meet the requirement of being within the operator series of classifications shall be grandfathered in to continue receiving such add pay as long as other requirements are met as described above. Effective upon the first full pay period following ratification of this Memorandum of Understanding by the Union and approval by the City Council on its regular agenda in accordance with the Brown Act no additional employees shall receive this certification pay unless all requirements above are met. In addition, any current employees who are receiving this certification pay based upon a certification level which is required for the position held shall have this certification pay reduced accordingly.

**13.12 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.

**13.13 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 Reopener Clause for Health Insurance**

The Association agrees at the City's request, to meet and confer on any changes that are within the mandatory scope of bargaining in any City proposals related to its City sponsored medical plans that may be related to the implementation of the Affordable Care Act (ACA).

**14.2 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.

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- (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 upon the first full pay period following ratification of this Memorandum of Understanding by the Union and approval by the City Council on its regular agenda in accordance with the Brown Act:
- The City shall contribute up to \$543.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
  - The City shall contribute up to \$988.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.
  - The City shall contribute up to \$1,313.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

These contributions are based on full-time employment; regular part-time employees 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

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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 Water Supervisors unit to an unrepresented classification shall continue to have the option to retain the Operating Engineers' Local No. 3 Health and Welfare Plan.
- (g) Payment of costs for City administrative overhead related to Operating Engineer sponsored plans.

The City costs to administer the health plans offered to employees and retirees are incorporated into the monthly rates for City sponsored medical, dental and vision insurance paid by the City and the plan participants. Effective upon the first full pay period following ratification of this Memorandum of Understanding by the Union and approval by the City Council on its regular agenda in accordance with the Brown Act the City will add to the monthly plan costs for the Operating Engineer sponsored plans offered to employees those City administrative overhead costs associated with these plans in addition to the City sponsored plans. Only costs associated with the OE3 plans will be charged to those plans. As of July 1, 2015, the cost was \$26.98 per month per employee participating in the OE3 plan and will be updated each plan year.

**14.3 Long Term Disability Insurance**

The City shall provide, at no cost to the employee, long term disability insurance coverage. Plan benefits shall be as described in the Plan document, but shall include:

- (a) Each disability - 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. 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).

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

**14.4 Life Insurance**

Effective July 1, 2012, the 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. In addition, employees shall have the opportunity to purchase additional voluntary life insurance through their union or through the City's IRS125 vendor.

**14.5 Retiree enrollment in City sponsored Medical Plans**

An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan). However, the City may discontinue the enrollment of retirees in City sponsored medical plans at its discretion as per the City's Bankruptcy plan of Adjustment. The City does not provide any retiree medical program, allowance, or City contribution for employees.

Nothing in this section shall be construed to create vested rights to benefits for employees or retirees after the expiration of this MOU.

**Section 15. Salaries**

**15.1 Salary Rates**

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.

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.

On the first full pay period following ratification of this Memorandum of Understanding by the Union and approval by the City Council on its regular

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agenda in accordance with the Brown Act, employees will receive a base salary increase of 2%.

Dependent upon agreement to changes in section 13.11 (c), the Plant Operations Supervisor job classification will receive a base salary increase of approximately 18%, effective upon the first full pay period following ratification of this Memorandum of Understanding by the Union and approval by the City Council on its regular agenda in accordance with the Brown Act.

**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.

**15.4 Salary Step Plan**

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

The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the 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

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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.

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

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

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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 base salary, except that the next step shall not exceed the maximum salary of the higher class. Add pays are not included in the calculation of base salary for purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit's salary on promotion rules shall apply.
- (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.

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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.

15.9 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

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

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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.

**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.

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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, 2016.

**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.

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(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.

**Section 21. Bankruptcy**

Operating Engineers' Local 3, AFL-CIO Water Supervisory Unit (hereinafter "Water Supervisors"), which is defined for the purposes of this section as including without limitation bargaining unit members, officials, attorneys and affiliates, agrees that this MOU shall supersede the terms of all prior MOUs, side letters, and any other agreements between the parties as to the subjects covered herein. Water Supervisors further agree that it shall file no claims in the City's bankruptcy case upon the terms of any agreements that precede this or prior MOUs. However, nothing in this paragraph shall limit Water Supervisors' ability to challenge any breach of this MOU.

Water Supervisors further agree that the City is eligible for chapter 9 relief, and that it will not oppose the City's eligibility should eligibility be contested by another party. Water Supervisors agree to support any plan of adjustment consistent with the terms of this MOU.

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IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on 12/17/13, and by an affirmative vote of the Stockton City Council on 1/12/16. The parties hereto have executed this Memorandum of Understanding this 2nd day of February.

WATER SUPERVISORY UNIT

CITY OF STOCKTON

*Approved as to form:*  
Operating Engineers' Local No. 3

APPROVED AS TO FORM:

By: *Darren Semore*  
DARREN SEMORE  
Business Representative

By: *Kurt Wilson*  
KURT WILSON  
City Manager

*Jan*  
ATTEST:  
BONNIE L. PAIGE  
CLERK OF THE CITY OF STOCKTON

By: *D. Solina*  
DEANNA L. SOLINA, ESQ.  
Interim Director of Human Resources

By: *[Signature]*  


By: *[Signature]*  
ALLYSON HAUCK  
Negotiator for the City

*Approved as to form:*

John Luebberke, City Attorney

By: *[Signature]*  
MARCI ARREDONDO  
Deputy City Attorney

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**Appendix A. Salary Table**

For up-to-date Salary Schedule, please check the Human Resources Website.

**Appendix B. Side-Letter of Agreement Regarding Transfer of Services**

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.

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) 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.

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**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 - 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%.

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**Section 5 – Compensation and Benefits**

- (a) 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) through June 30, 2013. Effective June 30, 2013, employees identified in Exhibit B shall receive the same city contribution towards cost of insurance programs as stated in MOU section 14.1(c).
  
- (b) 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

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**Appendix B – Exhibit B Employees**

<b>No.</b>	<b>Name</b>	<b>Retirement Category</b>
1	Alejo, Paul	2
2	Bauman, Richard	2
3	Bernsdorff, Vic	2
4	Callas, David	1
5	Campoy, Kenneth	2
6	Campoy, Steve	1
7	Carter, Quincy	2
8	Castro, Richard	1
9	Cook, Lance	2
10	Daclan, Felix	1
11	De Anda, Michael	2
12	Flagg, Keary	2
13	Flores, Raymond	1
14	Freeman, Jason	2
15	Gallego, Bruce	1
16	Garcla, Fermin	2
17	Gini, Robert	1
18	Gomez, Ray	3
19	Grant, Russell	1
20	Gruber, Joseph	2
21	Guardado, Victor	1
22	Handel, Ralph (Ron)	2
23	Harrison, Randy	1
24	Hensley, Debra	2
25	Hernandez, Ricardo	2
26	Hillinski, James	3
27	Hill, Dale	1
28	Hinkle, Terry	2
29	Hinsz, Tory	2
30	Horn, Timothy	2
31	Howe, Larry	1
32	Jones, Anthony M.	1
33	King, Mike	2
34	Lobosco, Orlando	1
35	Lopez, Paul Jr.	1
36	Lucas, Raymond	1
37	Marquez, Ramiro	1
38	Matteson, Gary	1
39	Medina, Nikkie	3
40	Miller, Delbert	2
41	Newell, Debbie	1
42	Newell, William	1
43	Palacio, Manuel	2
44	Palacio, Robert	2
45	Pederson, Michael	2
46	Perez, Julian	2
47	Perry, Dwayne	2
48	Piper, Darren	3
49	Price, Michelle	2
50	Quinones, Rudy	2
51	Ramsey, Harvey	1
52	Retzius, Tom	1
53	Richards, David	1
54	Rivas, Richard	1
55	Saha, Richard	1
56	Saunders, James	3
57	Shahan, David	2

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**Appendix B – Exhibit B Employees**

<b>No.</b>	<b>Name</b>	<b>Retirement Category</b>
58	Sigman, John	1
59	Stiffler, Richard	2
60	Temme, Ross	1
61	Tener, Jon	1
62	Tucker, Frank	1
63	Valentine, Kenneth	2
64	Vargas, Richard	2
65	Walker, Mark	1
66	Watkins, Thomas	2
67	Whetstone, Jerry	1
68	Whittsitt, Roland	2
69	Wise, Don	1
70	Zanutto, Thomas	3

**Retirement Categories**

- 1 - Retired for CalPERS
- 2 - PERS - Did Not Cash-Out
- 3 - PERS - Did Cash-Out
- 4 - No Prior PERS - Hired by OMI

**WATER SUPERVISORY UNIT SUCCESSOR MOU**

**Term: July 1, 2016 – June 30, 2019**

HUMAN RESOURCES DEPT.

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**CITY OF STOCKTON**

**MEMORANDUM OF UNDERSTANDING  
WATER 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 Meyers-Millias-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, 2016 and ending June 30, 2019.

2016-06-07-1209-03 NUP

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## Section 1. Recognition

Operating Engineers' Local 3, AFL-CIO, hereinafter referred to as the "Union," is the recognized employee organization for the Water Supervisory Unit, certified pursuant to Resolution No. 08-0143, adopted by the City Council on April 15, 2008.

## 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

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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.

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

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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

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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

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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.

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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,

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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.

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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 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.

### 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

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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.
- 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 appointments shall be subject to a probationary period of one (1) year with a review completed after 6 months from date of original appointment. Promotional appointments shall be subject to a probationary period of 6 months. The probationary period for original and promotional appointments will not be extended.

4.3 Retention/Rejection of Probationer

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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

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- (11) Information Technology
- (12) Municipal Utilities
- (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

(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. .

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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

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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 to a full time position three times shall have his/her name removed from this reemployment list unless mutually agreed to by the Department and employee. Upon certification for appointment to a new position never having been held by this employee, 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.

Expungement of records will be considered in accordance with the City's Progressive Discipline Policy, HR-08. Memorandums of Discussion or Correction maintained in Department files may be requested to be removed, subject to the Department Head's approval.

**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.

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- (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.

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### 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 - Arbitration. If the parties are unable to reach a mutually satisfactory accord on the grievance at Step 2 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

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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 both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(d) 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

(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 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 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 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.

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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 one-hundred and eighty (180) 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) 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) 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 Leaves**

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All regular employees, excluding provisional and temporary shall accrue vacation leave with pay in accordance with the following schedules:

(a) Vacation- FLSA Non-Exempt employees 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) FLSA Non-Exempt Employees 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)
15-25 yrs	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)

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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-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) 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.                                  |                |
- (d) FLSA Exempt Employees 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. The maximum number of vacation hours that FLSA exempt employees 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 |
- (e) 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 and during the term of this MOU and until a successor MOU is reached, however, if this MOU is approved by July 1, 2016, effective for FY 2017/2018 and 2018/2019 only, an employee may elect to receive a cash payment for a maximum of forty (40) hours of his/her unused accumulated vacation balance after the use of a scheduled vacation of forty (40) consecutive hours or more in that same or prior fiscal year. To utilize this option, employees must maintain a balance of (forty) 40 accrued vacation hours after the cash payment. When in effect, this option may be exercised once per fiscal year. Employees may elect this option by December 31 of each year for the cash out the following fiscal year. The cash out election

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is irrevocable and the City will follow IRS regulations regarding cash payment of leave.

(f) Vacation Cash Out Upon Separation.

An eligible employee separating from City service effective July 1, 2014 for any reason who has unused vacation time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post separation date at no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

(g) Vacation Scheduling.

Vacation leaves will be scheduled so that they will not interfere with the normal operation of the City's business and with due consideration for the wishes of the employee. Each division will prepare its vacation schedule and distribute to all employees within the unit.

### 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.

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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.

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 dependent, 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. The employee's department head may require a doctor's certificate or other reasonable proof of illness as he/she deems necessary in order for an employee to receive an excused absence from work and sick leave pay. The employee 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

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receive an excused absence and sick leave pay. If an employee's illness results in an absence from work for more than three (3) consecutive days, a doctor's certificate or other reasonable proof of illness may be required. In addition, the City may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

(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. Effective February 17, 2012, all accumulated or future accruals of sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave except as provided below.

(h) CalPERS Service Credit for Unused Sick Leave. Employees shall be eligible for CalPERS service credit for any unused sick leave at retirement not otherwise compensated for in (i) below. Employees hired on or after December 29, 2012 shall not be eligible for this service credit.

(i) Sick Leave Retention Benefit. If, after subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:

- (1) Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;
- (2) Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 35% of its cash value to separating employees between these dates; and

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(3) Separation after July 1, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 50% of its cash value to separating employees after this date.

(4) Service credit for unused sick leave shall be in accordance with PERS regulations.

### 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 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 on jury duty or testifies as a witness in a criminal case, other than as a defendant. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. 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.

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.

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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.

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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. An employee on Workers' Compensation may use accrued leave, if needed, to supplement benefits, up to the amount required to receive a full paycheck.

(b) Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. 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.

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(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 scheduled days without a satisfactory explanation as approved by the Human Resources Director 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 forty-hour workweek shall be from Sunday at midnight through the following Saturday at midnight. The 9/80 workweek shall be from Friday at middle of regular shift through the following Friday at middle of regular shift.

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### **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.

## **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 or statutorily required overtime work shall apply to non FLSA exempt employees:

(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. Observed holidays, floating holidays, jury duty leave, bereavement leave, and sick leave hours taken shall be considered as time worked for overtime calculation purposes. Vacation, or other compensated time off shall not be considered as actual time worked.

(b) On a holiday observed by the City an employee who is not regularly scheduled to work holidays 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.

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(c) 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 worked as defined in (a) above in any workweek that qualifies for overtime will be paid or taken as CTO in accordance with Section 11.5(b).

(d) Exempt Status of Classifications

The parties have agreed that effective upon the first full pay period after ratification of this contract the classifications of Laboratory Supervisor, Occupational Health & Safety Compliance Specialist, Regulatory Compliance Officer, Senior Plant Maintenance Supervisor, Senior Plant Operations Supervisor, Senior Collection Systems Supervisor and Water Systems Superintendent will be exempt from overtime as provided by the Fair Labor Standards Act and will be considered Exempt in the City's attendance and pay policies, and for the accrual of vacation. In consideration of this exempt status, employees in these classifications will receive the following FLSA Exempt vacation accrual rates and maximum accrual allowances rather than those listed as FLSA Non-Exempt in Section 9 (a) and (b):

Vacation-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) 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) FLSA Exempt Employees 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.

The maximum number of vacation hours that employees 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

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26 years	416 hours
27 years	424 hours
28 years plus	7 hours each additional year

(e) Temporary Upgrade Pay.

Employees who are not FLSA exempt and are 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.

### 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 minutes; in no event longer than forty-five (45) minutes.
- (2) Employees on standby shall have the option to trade hours 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.

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, 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 11.2 above. An employee shall not continue to receive the "standby" premium

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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.

**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.

When authorized by the department, employees who are contacted and who provide remote support via telephone, Internet, or network connection will be paid time and one-half (1½) for time worked in fifteen (15) minute intervals, if eligible for overtime as defined in Section 11.2 above. Intervals cannot be compounded or overlapped.

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

- (a) The call-back must occur outside of the employee's regular work hours; including overtime.
- (b) The call-back time worked must not be contiguous to the employee's regular work hours; including overtime.
- (c) An employee is ineligible to receive a premium for both standby and call back. For example, 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 worked in excess of forty (40) hours in a seven (7) day work period as defined in section 11.2(a), 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,

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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

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- (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

FLOATING holidays must be scheduled and used within the calendar year. Floating holiday hours (40 total per calendar year) may be taken in one (1) hour increments. Any hours not used by December 31 of each year expire and are not carried forward into the subsequent year. There is no cash value for any unused floating holiday hours. While the floating holiday leave hours will be available as of January 1 each year, employees have not earned each of the floating holidays until the actual holiday occurs; if an employee separates employment and has utilized more floating holiday hours than earned, the employee's vacation or compensatory time hours will be charged for the same number of hours previously taken as floating holiday hours.

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.

For employees on the 9/80 alternative work schedule, employees may shift their work schedule so that their 8 hour day falls on the designated holiday with the approval of their supervisor.

An employee who takes a holiday off on a normally scheduled work day will receive 8 hours of holiday pay at their regular rate of pay, and the holiday hours count as time worked for FLSA overtime calculation purposes.

A holiday that falls on an employee's normally scheduled day off will receive 8 hours of holiday pay at their regular rate of pay, however the holiday hours will not be counted as time worked.

If an employee works on a holiday, the employee will receive 8 hours of holiday pay at their regular rate of pay, actual hours worked will be paid at the time and one half (1-1/2) (up to 8 hours) and holiday hours will not be counted as time worked.

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If an employee works only partial hours on a holiday, partial holiday hours will be counted as time worked for FLSA overtime calculation purposes (up to 8 hours combined maximum).

### **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.

### **Section 13. Compensation and Allowance Other Than Base Salary**

#### **13.1 Public Employees' Retirement System (P.E.R.S.) Benefits for Unit Employees Hired on or before December 28, 2012**

- (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 (P.E.R.S.). Such amounts will be applied to the employee's individual account in accordance with California Government Code section 20691 unless modified below.
- (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 21024 (Military Service Credit as Public Service) and section 21027 (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 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.

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- (e) 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.
- (f) 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.
- (g) The City will provide P.E.R.S. California Government Code section 21335 up to a five percent (5.0%) Annual Cost-of-Living Allowance, as added P.E.R.S. benefit.
- (h) Effective August 1, 2011, in consideration of (a) above, employees hired on or before December 28, 2012 shall pay seven percent (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 Employees' Retirement System (P.E.R.S.) Benefits for Unit Employees Hired on or After December 29, 2012

- (a) The City amended its contract with P.E.R.S. effective December 28, 2012 to provide a new second tier retirement program of 2% at 60 with a three (3) year average salary formula and no other additional P.E.R.S. benefits for all unit employees hired on or after December 29, 2012.
- (b) Employees hired on or after December 29, 2012 shall pay the entire seven percent (7%) of the employee's current base salary (as the employee contribution) and any other compensation as qualified by state law towards the P.E.R.S. retirement benefit through a payroll deduction.

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### 13.3 Public Employees' Retirement System (P.E.R.S.) Benefits for Employees hired on or after December 29, 2012

#### (a) Employees with Reciprocity:

Employees hired on or after December 29, 2012, who had service under another Cal PERS agency or public retirement system with reciprocity prior to January 1, 2013, and a break in service of less than 6 months and are considered classic employees by P.E.R.S. AB340, shall be subject to the P.E.R.S. pension formula of 2% at 60 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees hired shall pay the entire seven percent (7%) of the employee's current base salary (as the employee contribution) and any other compensation as qualified by state law towards Cal PERS retirement benefit through a payroll deduction.

#### (b) Employees without Reciprocity:

Employees hired on or after January 1, 2013, shall be subject to the P.E.R.S. AB340 pension formula of 2% at 62 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay 50% of the City's normal cost rate for the 2% at 62 as determined by Cal PERS.

### 13.4 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, HR-34, and approved for safety protective footwear reimbursement, the City will authorize safety protective footwear reimbursement in the amount of TWO HUNDRED DOLLARS (\$200.00).

### 13.5 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.

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13.6 Effective August 1, 2011 Educational Incentive Pay shall be eliminated.

### 13.7 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.

### 13.8 Longevity Pay

Effective June 20, 2011, longevity pay shall be eliminated. However, the City shall grandfather only those employees who complete twelve (12) continuous years of service with the City as of June 30, 2012, 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-half percent (1.5%).

### 13.9 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.

### 13.10 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. Any Training programs that employees are directed or authorized to participate by their department will be fully paid for by that department. Costs paid by the City include tuition, registration fees, related materials, and mileage/meal reimbursement if the training is not located on City premises.

### 13.11 Certification, Certification Training and Special Certifications

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- (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) An employee assigned to the wastewater function in the operator series 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 each waste water grade level certification above a grade 3 certification that exceeds the certification level required for the position held. Any employee receiving such certification pay will perform duties authorized by such certification level as required when necessary due to operational needs.

One level above MQ	\$1,000.00
Two levels above MQ	\$2,000.00

Effective upon the first full pay period following ratification of this Memorandum of Understanding by the Union and approval by the City Council on its regular agenda

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in accordance with the Brown Act, any current employee who is receiving this certification pay who does not meet the requirement of being within the operator series of classifications shall be grandfathered in to continue receiving such add pay as long as other requirements are met as described above. Effective upon the first full pay period following ratification of this Memorandum of Understanding by the Union and approval by the City Council on its regular agenda in accordance with the Brown Act no additional employees shall receive this certification pay unless all requirements above are met. In addition, any current employees who are receiving this certification pay based upon a certification level which is required for the position held shall have this certification pay reduced accordingly.

### **13.12 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.

### **13.13 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 Reopener Clause for Health Insurance**

The Association agrees at the City's request, to meet and confer on any changes that are within the mandatory scope of bargaining in any City proposals related to its City sponsored medical plans that may be related to the implementation of the Affordable Care Act (ACA).

### **14.2 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.

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- (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 Contribution towards the cost of insurance programs.
- 1) Effective July 1, 2016, or upon the first full pay period following ratification of this Memorandum of Understanding by the Union and approval by the City Council on its regular agenda in accordance with the Brown Act, the City will contribute:
    - Up to \$619.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
    - Up to \$1,124.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.
    - Up to \$1,496.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.
  - 2) Effective July 1, 2017, City shall contribute the following:
    - Up to \$631.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
    - Up to \$1,146.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

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- Up to \$1,526.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.
- 3) Effective July 1, 2018, City shall contribute the following:
- Up to \$644.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
  - Up to \$1,169.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.
  - Up to \$1,557.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

These contributions are based on full-time employment; regular part-time employees 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) Employees that promote, demote, or transfer from a classification in the Water Supervisors unit to an unrepresented classification shall continue to have the option to retain the Operating Engineers' Local No. 3 Health and Welfare Plan.
- (f) Payment of costs for City administrative overhead related to Operating Engineer sponsored plans.

The City costs to administer the health plans offered to employees and retirees are incorporated into the monthly rates for City sponsored medical,

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dental and vision insurance paid by the City and the plan participants. Effective upon the first full pay period following ratification of this Memorandum of Understanding by the Union and approval by the City Council on its regular agenda in accordance with the Brown Act the City will add to the monthly plan costs for the Operating Engineer sponsored plans offered to employees those City administrative overhead costs associated with these plans in addition to the City sponsored plans. Only costs associated with the OE3 plans will be charged to those plans and will be updated each plan year.

**14.3 Long Term Disability Insurance**

The City shall provide, at no cost to the employee, long term disability insurance coverage. Plan benefits shall be as described in the Plan document, but shall include:

- (a) Each disability - 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 and exhaustion of sick leave accruals.
- (c) Benefit payable until age sixty-five (65).
- (d) The City shall continue its normal contribution for employee medical premiums during the ninety (90) day waiting period.

**14.4 Life Insurance**

Effective July 1, 2012, the 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. In addition, employees shall have the opportunity to purchase additional voluntary life insurance through their union or through the City's IRS125 vendor.

**14.5 Retiree enrollment in City sponsored Medical Plans**

An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to

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cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan). However, the City may discontinue the enrollment of retirees in City sponsored medical plans at its discretion as per the City's Bankruptcy plan of Adjustment. The City does not provide any retiree medical program, allowance, or City contribution for employees.

Nothing in this section shall be construed to create vested rights to benefits for employees or retirees after the expiration of this MOU.

### **14.6 State Disability Insurance (SDI)**

At the Union's option, pursuant to procedures established by the state, members may elect to receive State Disability Insurance (SDI) coverage at their own expense. SDI will be coordinated with other benefits.

### **14.7 Health Reimbursement Account (HRA)**

The City will contribute an amount equal to five and one half percent (5.5%) of the employee's current base salary into an IRS qualified HRA for each employee to use for reimbursement of current and retiree medical cost reimbursement.

## **Section 15. Salaries**

### **15.1 Salary Rates**

Effective the latter of July 1, 2016 or upon the first full pay period following ratification of this MOU by the Water Supervisory Unit and approval by the City Council on its regular agenda in accordance with the Ralph M. Brown Act, employees will receive a six percent (6%) cost of living adjustment (COLA).

The classifications listed in Appendix A will receive market salary adjustments throughout the term of this contract, according to the updated salary schedules listed in Appendix A.

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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 Equivalentents

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.

### 15.4 Salary Step Plan

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

The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the 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

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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.

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

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

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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 base salary, except that the next step shall not exceed the maximum salary of the higher class. Add pays are not included in the calculation of base salary for purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit's salary on promotion rules shall apply.
- (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

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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.

### 15.9 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

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.

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### **15.13 Temporary Upgrade Pay**

Employees who are assigned to temporarily perform the duties of other employees of a higher level classification shall be paid the hourly or daily rate of the classification to which they are temporarily upgraded. To be eligible for temporary upgrade pay, the employee must perform the full scope of duties of the higher classification and must not perform any of the duties of their own job classification while working in the higher level classification.

### **15.14 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.

### **15.15 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.

### **15.16 Bi-Weekly Pay Period**

The City and the Association agree to move to bi-weekly pay as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system.

## **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.

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### **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, 2019.

### **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

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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.

### **Section 21. GPS Devices in City Vehicles**

The City retains the right to move forward with its RFP process and install Global Positioning Systems (GPS) in City vehicles used by employees in this unit. The Association agrees to meet and confer with respect to the City's proposed GPS policy.

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2016 – June 30, 2019**

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on 6/1/2016, and by an affirmative vote of the Stockton City Council on 6/7/2016. The parties hereto have executed this Memorandum of Understanding this 21<sup>st</sup> day of June 2016.

WATER SUPERVISORY UNIT

CITY OF STOCKTON

*Approved as to form:*  
Operating Engineers' Local No. 3

APPROVED AS TO FORM:

By: *Darren Semore*  
DARREN SEMORE  
Business Representative

By: *Kurt Wilson*  
KURT WILSON  
City Manager

By: *Deanna L. Solina*  
DEANNA L. SOLINA, ESQ.  
Director of Human Resources

By: *Burke Dunphy*  
BURKE DUNPHY  
Negotiator for the City

*Approved as to form:*

John Luebberke, City Attorney

By: *Marci Arredondo*  
MARCI ARREDONDO  
Deputy City Attorney

ATTEST:  
CITY CLERK

*Bonnie Paige*  
BONNIE PAIGE  
City Clerk



**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2016 – June 30, 2019**

**Appendix A. Market Adjustments**

For up-to-date Salary Schedule, please check the Human Resources Website.

Year 1- eff. 7/1/16; Year 2- eff. 7/1/17;  
 Year 3- eff. 7/1/18

	Steps					
	1	2	3	4	5	6
<b>Collection Systems Supervisor</b>	4,514.52	4,745.04	4,988.82	5,243.82	5,513.10	5,795.64
COLA year 1 (6%)	270.87	284.70	299.33	314.63	330.79	347.74
MA year 1 (4%)	180.58	189.80	199.55	209.75	220.52	231.83
Year 1 - With Market Adjustment	4,965.97	5,219.54	5,487.70	5,768.20	6,064.41	6,375.20
COLA year 2 (0%)	-	-	-	-	-	-
MA year 2 (10%)	451.45	474.50	498.88	524.38	551.31	579.56
Year 2 - With Market Adjustment	5,417.42	5,694.05	5,986.58	6,292.58	6,615.72	6,954.77
COLA year 3 (0%)	-	-	-	-	-	-
MA year 3 (1.1%)	49.66	52.20	54.88	57.68	60.64	63.75
Year 3 - With Market Adjustment	5,467.08	5,746.24	6,041.46	6,350.27	6,676.36	7,018.52
<b>Plant Maintenance Supervisor</b>	4,514.52	4,745.04	4,988.82	5,243.82	5,513.10	5,795.64
COLA year 1 (6%)	270.87	284.70	299.33	314.63	330.79	347.74
MA year 1 (4%)	180.58	189.80	199.55	209.75	220.52	231.83
Year 1 - With Market Adjustment	4,965.97	5,219.54	5,487.70	5,768.20	6,064.41	6,375.20
COLA year 2 (0%)	-	-	-	-	-	-
MA year 2 (10%)	451.45	474.50	498.88	524.38	551.31	579.56
Year 2 - With Market Adjustment	5,417.42	5,694.05	5,986.58	6,292.58	6,615.72	6,954.77
COLA year 3 (0%)	-	-	-	-	-	-
MA year 3 (6.7%)	302.47	317.92	334.25	351.34	369.38	388.31
Year 3 - With Market Adjustment	5,719.90	6,011.97	6,320.83	6,643.92	6,985.10	7,343.08
<b>Plant Operations Supervisor</b>	5,293.80	5,572.26	5,865.00	6,174.06	6,499.44	6,841.14
COLA year 1 (6%)	317.63	334.34	351.90	370.44	389.97	410.47
MA year 1 (4%)	211.75	222.89	234.60	246.96	259.98	273.65
Year 1 - With Market Adjustment	5,823.18	6,129.49	6,451.50	6,791.47	7,149.38	7,525.25
COLA year 2 (0%)	-	-	-	-	-	-
MA year 2 (5%)	264.69	278.61	293.25	308.70	324.97	342.06
Year 2 - With Market Adjustment	6,087.87	6,408.10	6,744.75	7,100.17	7,474.36	7,867.31

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2016 – June 30, 2019**

COLA year 3 (0%)	-	-	-	-	-	-
MA year 3 (0%)	-	-	-	-	-	-
Year 3 - With Market Adjustment	6,087.87	6,408.10	6,744.75	7,100.17	7,474.36	7,867.31
<b>Senior Collection Systems Supervisor</b>	4,988.82	5,243.82	5,513.10	5,795.64	6,092.46	6,404.58
COLA year 1 (6%)	299.33	314.63	330.79	347.74	365.55	384.27
MA year 1 (4%)	199.55	209.75	220.52	231.83	243.70	256.18
Year 1 - With Market Adjustment	5,487.70	5,768.20	6,064.41	6,375.20	6,701.71	7,045.04
COLA year 2 (0%)	-	-	-	-	-	-
MA year 2 (10%)	498.88	524.38	551.31	579.56	609.25	640.46
Year 2 - With Market Adjustment	5,986.58	6,292.58	6,615.72	6,954.77	7,310.95	7,685.50
COLA year 3 (0%)	-	-	-	-	-	-
MA year 3 (1.1%)	54.88	57.68	60.64	63.75	67.02	70.45
Year 3 - With Market Adjustment	6,041.46	6,350.27	6,676.36	7,018.52	7,377.97	7,755.95
<b>Senior Plant Maintenance Supervisor</b>	4,988.82	5,243.82	5,513.10	5,795.64	6,092.46	6,404.58
COLA year 1 (6%)	299.33	314.63	330.79	347.74	365.55	384.27
MA year 1 (4%)	199.55	209.75	220.52	231.83	243.70	256.18
Year 1 - With Market Adjustment	5,487.70	5,768.20	6,064.41	6,375.20	6,701.71	7,045.04
COLA year 2 (0%)	-	-	-	-	-	-
MA year 2 (10%)	498.88	524.38	551.31	579.56	609.25	640.46
Year 2 - With Market Adjustment	5,986.58	6,292.58	6,615.72	6,954.77	7,310.95	7,685.50
COLA year 3 (0%)	-	-	-	-	-	-
MA year 3 (1.1%)	54.88	57.68	60.64	63.75	67.02	70.45
Year 3 - With Market Adjustment	6,041.46	6,350.27	6,676.36	7,018.52	7,377.97	7,755.95
<b>Senior Plant Operations Supervisor</b>	4,988.82	5,243.82	5,513.10	5,795.64	6,092.46	6,404.58
COLA year 1 (6%)	299.33	314.63	330.79	347.74	365.55	384.27
MA year 1 (4%)	199.55	209.75	220.52	231.83	243.70	256.18
Year 1 - With Market Adjustment	5,487.70	5,768.20	6,064.41	6,375.20	6,701.71	7,045.04
COLA year 2 (0%)	-	-	-	-	-	-
MA year 2 (10%)	498.88	524.38	551.31	579.56	609.25	640.46
Year 2 - With Market Adjustment	5,986.58	6,292.58	6,615.72	6,954.77	7,310.95	7,685.50
COLA year 3 (0%)	-	-	-	-	-	-
MA year 3 (1.1%)	54.88	57.68	60.64	63.75	67.02	70.45
Year 3 - With Market Adjustment	6,041.46	6,350.27	6,676.36	7,018.52	7,377.97	7,755.95

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2016 – June 30, 2019**

Water Systems Superintendent	5,858.70	6,151.51	6,458.96	6,781.77	7,120.71	7,476.60
COLA year 1 (6%)	351.52	369.09	387.54	406.91	427.24	448.60
MA year 1 (4%)	234.35	246.06	258.36	271.27	284.83	299.06
Year 1 - With Market Adjustment	6,444.57	6,766.66	7,104.86	7,459.95	7,832.78	8,224.26
COLA year 2 (0%)	-	-	-	-	-	-
MA year 2 (10%)	585.87	615.15	645.90	678.18	712.07	747.66
Year 2 - With Market Adjustment	7,030.44	7,381.81	7,750.75	8,138.12	8,544.85	8,971.92
COLA year 3 (0%)	-	-	-	-	-	-
MA year 3 (.3%)	17.58	18.45	19.38	20.35	21.36	22.43
Year 3 - With Market Adjustment	7,048.02	7,400.27	7,770.13	8,158.47	8,566.21	8,994.35

**Appendix B. Side-Letter of Agreement Regarding Transfer of Services**

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.

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.

## WATER SUPERVISORY UNIT SUCCESSOR MOU

Term: July 1, 2016 – June 30, 2019

- (c) 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 - 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

**WATER SUPERVISORY UNIT SUCCESSOR MOU**

**Term: July 1, 2016 – June 30, 2019**

- (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 5 – Compensation and Benefits**

- (a) 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) through June 30, 2013. Effective June 30, 2013, employees identified in Exhibit B shall receive the same city contribution towards cost of insurance programs as stated in MOU section 14.1(c).
- (b) 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

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2016 – June 30, 2019**

**Appendix B – Exhibit B Employees**

<b>No.</b>	<b>Name</b>	<b>Retirement Category</b>
1	Alejo, Paul	2
2	Bauman, Richard	2
3	Bernsdorff, Vic	2
4	Callas, David	1
5	Campoy, Kenneth	2
6	Campoy, Steve	1
7	Carter, Quincy	2
8	Castro, Richard	1
9	Cook, Lance	2
10	Daclan, Felix	1
11	De Anda, Michael	2
12	Flagg, Keary	2
13	Flores, Raymond	1
14	Freeman, Jason	2
15	Gallego, Bruce	1
16	Garcia, Fermin	2
17	Gini, Robert	1
18	Gomez, Ray	3
19	Grant, Russell	1
20	Gruber, Joseph	2
21	Guardado, Victor	1
22	Handel, Ralph (Ron)	2
23	Harrison, Randy	1
24	Hensley, Debra	2
25	Hernandez, Ricardo	2
26	Hilinski, James	3
27	Hill, Dale	1
28	Hinkle, Terry	2
29	Hinsz, Tory	2
30	Horn, Timothy	2
31	Howe, Larry	1
32	Jones, Anthony M.	1
33	King, Mike	2
34	Lobosco, Orlando	1
35	Lopez, Paul Jr.	1
36	Lucas, Raymond	1
37	Marquez, Ramiro	1
38	Matteson, Gary	1
39	Medina, Nikkie	3
40	Miller, Delbert	2
41	Newell, Debbie	1
42	Newell, William	1
43	Palacio, Manuel	2
44	Palacio, Robert	2
45	Pederson, Michael	2
46	Perez, Julian	2
47	Perry, Dwayne	2
48	Piper, Darren	3
49	Price, Michelle	2
50	Quinones, Rudy	2
51	Ramsey, Harvey	1
52	Retzius, Tom	1
53	Richards, David	1
54	Rivas, Richard	1
55	Saha, Richard	1
56	Saunders, James	3
57	Shahan, David	2

**WATER SUPERVISORY UNIT SUCCESSOR MOU**  
**Term: July 1, 2016 – June 30, 2019**

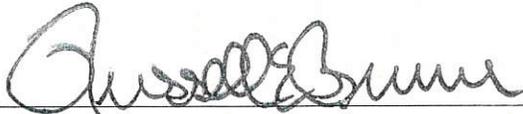
**Appendix B – Exhibit B Employees**

<b>No.</b>	<b>Name</b>	<b>Retirement Category</b>
58	Sigman, John	1
59	Stiffler, Richard	2
60	Temme, Ross	1
61	Tener, Jon	1
62	Tucker, Frank	1
63	Valentine, Kenneth	2
64	Vargas, Richard	2
65	Walker, Mark	1
66	Watkins, Thomas	2
67	Whetstone, Jerry	1
68	Whittsitt, Roland	2
69	Wise, Don	1
70	Zanutto, Thomas	3

**Retirement Categories**

- 1 - Retired for CalPERS
- 2 - PERS - Did Not Cash-Out
- 3 - PERS - Did Cash-Out
- 4 - No Prior PERS - Hired by OMI

**For Operating Engineers Local Union No. 3  
of the International Union of Operating Engineers, AFL-CIO**



Russ Burns  
Business Manager

7/20/16  
Date



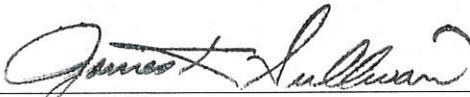
Dan Reding  
President

7/20/16  
Date



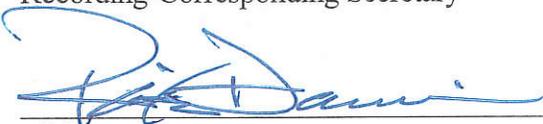
Steve Ingersoll  
Vice-President

7/20/16  
Date



James K. Sullivan  
Recording-Corresponding Secretary

7/20/16  
Date

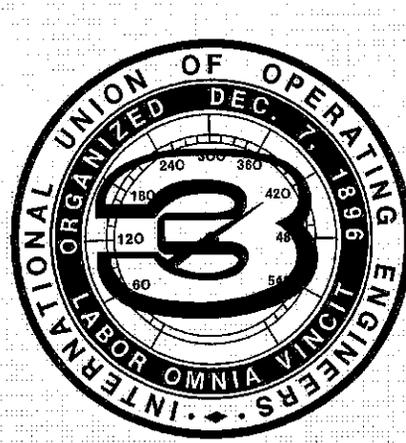


Rick Davis  
Director, Public Employee Division

7-19-16  
Date

**CONTRACTS**

**JUL 20 2016**



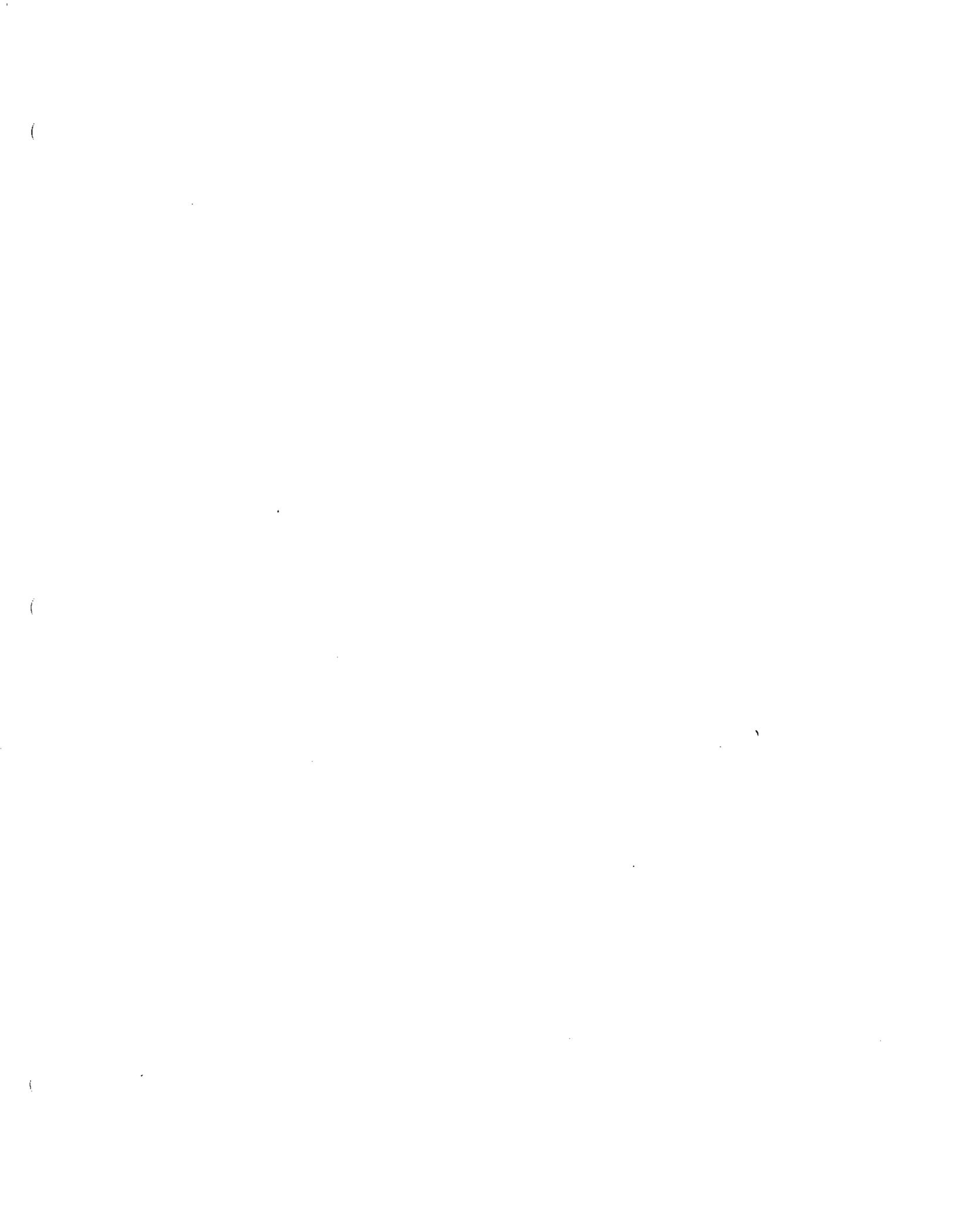
## **CITY OF STOCKTON**

### **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-Miliias-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 March 1, 2008, and ending December 31, 2008.



**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**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. 08-0143, adopted by the City Council on April 15, 2008.

**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.

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

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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.

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(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.

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(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

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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

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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. 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

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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 race, creed, color, religion, national origin, sex, political affiliation or legitimate union 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.

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.

**4.3 Retention/Rejection of Probationer**

At the end of the probationary period, if the service of the probationary employee

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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) City Attorney
- (2) City Auditor
- (3) City Clerk
- (4) City Manager
- (5) Community Development
- (6) Financial Management
- (7) Fire
- (8) Housing and Redevelopment
- (9) Human Resources
- (10) Information Technology
- (11) Library
- (12) Municipal Utilities
- (13) Parks and Recreation

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- (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) 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 most recent performance evaluation shall determine seniority.

(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

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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

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given preference in filling vacancies except for those persons placed on said list or lists of reemployment in the same positions previously held. 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.

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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

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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

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process.

(d) Step 4 - Arbitration. If 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.

(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.

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### **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 (d) or (e) of Subsection 8.3 above shall be taken unless it is determined that the employee is not utilizing such option.

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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 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.

**Section 9. Leaves**

9.1 Vacation Leaves

- (a) The vacation plan provides for a flat allowance, a maximum carryover limit, and a sell-back provision.
- (b) Vacation Allowance. On July 1<sup>st</sup> of each fiscal year, employees shall receive a vacation allowance, which shall be the employee's vacation credit for the fiscal year as follows:
  - (1) Employees with less than five (5) years of continuous City service shall receive fifteen (15) days.
  - (2) Employees with five (5) years of continuous City service shall receive twenty (20) days.
  - (3) Employees with fifteen (15) and up to twenty-five (25) years of continuous City service shall receive twenty-five (25) days.
  - (4) Employees shall receive one (1) additional day vacation allowance for each year of continuous City service beyond twenty-five (25) years.
- (c) Vacation Carryover Maximum. Employees shall be granted a maximum carryover of one (1) previous year's vacation allowance plus fifteen (15) days as of June 30 of any fiscal year.

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(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) Employees may carryover vacation hours in excess of the maximum allowed, 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.

(e) Vacation Sell-Back Maximum

- (1) An employee may elect to receive cash payment for up to a maximum of one hundred (100) hours of his/her accumulated vacation balance upon commencement of a scheduled vacation of forty (40) consecutive hours or more.
- (2) An employee may elect to receive cash payment for two and one-half (2-1/2) days of his/her accumulated vacation balance for each one (1) day scheduled vacation taken. Either option may not exceed one hundred (100) hours of cash vacation sell-back per fiscal year.

(f) Vacation Allowance for Separated Employees. Whenever an employee is separated from City service, remaining vacation allowance, if any, shall be added to final compensation.

- (1) In the event an employee separates from City service after having been credited with vacation days/hours, but prior to earning the vacation credits or any portion thereof, such credits shall be reduced to reflect the actual term of City service. When appropriate, in accordance with applicable law, the City may deduct from the employee's final compensation an amount equal to cover the cost of reimbursing the City for any used but unearned vacation credit.
- (2) Any reimbursement owed shall be considered a debt for which the City is entitled to payment.

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- (3) 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.

9.2 Sick Leave

- (a) Accrual. All regular full-time employees shall accrue sick leave at the rate of 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 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.

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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 may make such sick leave usage reviews and may require such additional documentation, including a physician's statement, as he/she deems necessary before approving 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.

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(g) Payment for Unused Sick Leave. 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 at its current value.

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 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.

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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.

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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) Eligibility. Salary Continuation benefits shall be payable from the first day of covered absence. If injury or illness is job related, or recurrence of a previous job related illness or injury, the claim must be verified with a written physician statement otherwise disability leave will not be authorized. If verification is not received, any absence from duty not authorized will be charged to the employee's sick leave.

(c) Payment. Workers' Compensation/Salary Continuation will be paid in accordance with the following schedule:

(1) Employees shall be afforded a maximum of twelve (12) months Salary Continuation for each industrial illness or injury.

(2) Employees absent from duty due to a work related disability, and Salary Continuation benefits have been exhausted may, at their option, use their accumulated sick leave or annual leave to such extent when added to any temporary disability indemnity received under section 4650 *et seq.* of the California Labor Code will enable employees to receive full salary until their accumulated sick/annual leaves are exhausted. In such event, the employee's accumulated sick/annual leave will be charged only in proportion to the amount required to supplement temporary disability payments to enable payment of full salary.

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

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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.

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(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.

**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.

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### **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) 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.
- (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.
- (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; in no event longer than forty-five (45) minutes.
  - (2) Employees on standby shall have the option to trade 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

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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 two (2) hours for every eight (8) hours of standby, and time and one-half (1- 1/2) for all actual time worked while on standby duty status.

(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), 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.

11.5 Compensatory Time

- (a) Definition. Time off with pay in lieu of overtime pay.

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(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.

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**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

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beforehand.

**Section 13. Compensation and Allowance Other Than Base Salary**

**13.1 Retirement Contribution Supplement**

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.

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

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.

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. 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 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.

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13.2 Uniforms

(a) The City shall provide uniforms for all employees assigned to this unit who request uniform provisions and must wear 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)

13.3 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.

13.4 Educational Incentive Pay

Employees with degrees/diplomas above and beyond that are 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.

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

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 top salary step of the

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employee's pay range to the employee as a longevity incentive pay allowance.

**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 one-hundred percent (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 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

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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

13.10 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.

13.11 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.

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**Section 14. Insurance Plans and Retirement Benefits**

**14.1 Health and Welfare Benefits**

(a) The City will provide for hospitalization, medical, dental, prescription, and vision benefits.

(b) All bargaining unit members shall be covered under the Operating Engineers' Health and Welfare Trust Fund or the City of Stockton Employee Health Benefits Plan, which consist of medical and prescription coverage administered by Blue Cross for Medical Care, Delta Dental or Pacific Union Dental Plan, and Vision Care Plan (VSP). The City's health benefits plan include the medical plan as described in the Modified Employee Medical Plan.

The City shall pay for the full cost of the health benefits package for those employees who choose the City's health benefits plan.

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 Medical.

The orthodontic benefits coverage shall be TWO THOUSAND DOLLARS (\$2,000.00) lifetime maximum for those employees who choose the City's health benefits plan.

The annual dental maximum coverage shall be ONE THOUSAND AND FOUR HUNDRED DOLLARS (\$1,400.00).

Employees in this bargaining unit shall elect their choice of either Operating Engineers' Health and Welfare Trust Fund or the City of Stockton's Employee Health Benefits Plan during the City's open enrollment period. Those employees changing benefits plans shall be transferred effective with the benefit plan year.

The premium amount contributed towards the Operating Engineers' Health and Welfare Trust Fund will not decrease during the term of this agreement regardless of any decrease premium that may occur to the City's Modified Employee Medical Plan.

For those employees who choose to remain in Operating Engineers' Health and Welfare Trust Fund, the City will contribute toward their premium, the same

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amount as it contributes toward the City's health benefits plan. The employee is responsible for the difference each month if the Operating Engineers' Health and Welfare Trust Fund premium is higher.

(c) This agreement expires pursuant to Section 19, then and in that event, any and all subsequent increased premium costs required to maintain the benefits as provided for in this Section shall be the responsibility of the employees and said increased costs shall be withheld from the employee's paychecks as may be necessary for the months subsequent to December 31, 2008, unless otherwise agreed to by the parties hereto.

(d) Regular employees shall become eligible for the benefits stated in this Section on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees must enroll eligible dependents within thirty (30) days of eligibility.

(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 Supervisory Unit to an unrepresented classification shall continue to have the option to retain the Operating Engineers' Local No. 3 Health and Welfare Plan.

**14.2 Long Term Disability Insurance**

The City shall provide, at no cost to the employee, long term disability insurance coverage which provides the following:

- (a) Each disability - sixty-six and two thirds percent (66 2/3%) of salary.
- (b) A 30-day waiting period before eligibility for benefit.
- (c) Benefit payable until age sixty-five (65).
- (d) The City will provide, at no expense to the employee, medical coverage for a period of ninety (90) days.

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14.3 Life Insurance

The City shall provide, at no cost to the employee, a term life and accidental death and dismemberment insurance policy, equal to two (2) times the employee's annual salary.

14.4 Retirement Medical Allowance

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

(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

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. 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.

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14.6 Long-Term Care

Employees can purchase optional long term care coverage from the Public Employees' Retirement System ("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 Re-opener Clause

The parties agree to begin negotiations on the issue of Retirement Medical Allowance no later than August 2008, notwithstanding any other notice to re-open for a successor agreement to this Memorandum of Understanding.

**Section 15. Salaries**

15.1 Salary Rates

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.

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**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.

**15.4 Salary Step Plan**

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

The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the 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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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.

**15.9 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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**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, and shall remain in full force and effect to and including the 31st day of December 2008 and shall continue thereafter from year to year unless at least sixty (60) days prior to December 1 either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**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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**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding on this 15 day of Oct 2008.

OPERATING ENGINEERS LOCAL  
UNION NO. 3 of the International Union  
of Operating Engineers, AFL-CIO

CITY OF STOCKTON,  
a municipal corporation

By: Joe Santella  
JOE SANTELLA  
Its: Business Representative

By: J. Gordon Palmer, Jr.  
J. GORDON PALMER, JR.  
Its: City Manager

By: Richard Stiffler  
RICHARD STIFFLER  
Its: Member

By: Dianna R. Garcia  
DIANNA R. GARCIA  
Its: Director of Human Resources  
& Employee Relations Officer

By: Di Smith  
DI SMITH  
Its: Assistant Director of Human  
Resources

By: Ethel Francois  
ETHEL FRANCOIS  
Its: Deputy Director of Human  
Resources

APPROVED AS TO FORM:  
RICHARD E. NOSKY  
CITY ATTORNEY

By: Michon Johnson  
MICHON JOHNSON  
Its: Deputy City Attorney

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT - MUNICIPAL UTILITIES DEPARTMENT)**

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**For Operating Engineers Local Union No. 3  
of the International Union of Operating Engineers, AFL-CIO**



Russ Burns  
Business Manager

3-23-09

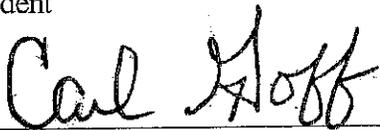
Date



Fred Herschbach  
President

3-23-09

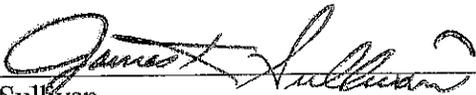
Date



Carl Goff  
Vice-President

3-23-09

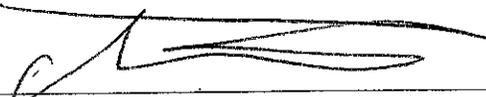
Date



Jim Sullivan  
Recording-Corresponding Secretary

3-23-09

Date



Don Dietrich  
Director, Public Employee Division

2-13-09

Date

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**CONTRACTS**

**MAR 23 2009**

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**Appendix "A"  
Supervisory Unit – Municipal Utilities Department**

<b><u>Position Number</u></b>	<b><u>Title</u></b>	<b><u>Grade</u></b>
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

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**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.
- (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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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**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.

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

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Peggy Barnett	Occupational Health/Safety Compliance Specialist
Jim Butler	Senior Plant Maintenance Supervisor
Randy Cornell	Collection Systems Supervisor
Larry Huber	Laboratory Supervisor

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

**MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)**

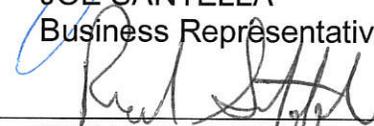
Dental) or the option of the fully paid OE3 Medical Plan Schedule A (Medical, Vision, and Dental).

- (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.

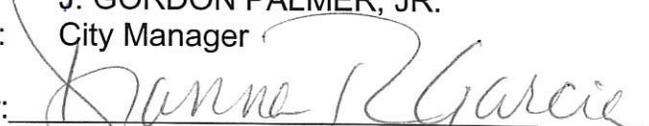
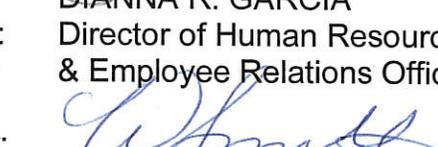
Level IV	\$1,000.00
Level V	\$2,000.00

IN WITNESS WHEREOF, the parties hereto have executed Appendix B, Side-Letter of Agreement and shall become effective 15<sup>th</sup> day of Oct 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:   
 J. GORDON PALMER, JR.  
 Its: City Manager  
 By:   
 DIANNA R. GARCIA  
 Its: Director of Human Resources & Employee Relations Officer  
 By:   
 DI SMITH  
 Its: Assistant Director of Human Resources  
 By:   
 ETHEL FRANCOIS  
 Its: Deputy Director of Human Resources

APPROVED AS TO FORM:  
 RICHARD E. NOSKY  
 CITY ATTORNEY  
 By:   
 MICHON JOHNSON  
 Its: Deputy City Attorney

**2012 PENDENCY PLAN  
WATER SUPERVISORS UNIT**

**2012 PENDENCY PLAN**  
**WATER SUPERVISORS UNIT**

**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.

## 2012 PENDENCY PLAN

### WATER SUPERVISORS UNIT

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.

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

## 2012 PENDENCY PLAN

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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.

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- (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.

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(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

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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.

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(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).

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#### 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.

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#### 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

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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.

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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.

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**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

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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:

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(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**

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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.

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**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.

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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.

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~~(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,

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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

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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 an ~~an~~ 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:

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- (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)

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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

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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

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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

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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. Current employees shall be eligible for CalPERS service credit for unused sick leave at retirement. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave shall not be eligible for that service credit.**

(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

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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 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.

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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

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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.

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- (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

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#### 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.

### 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 these **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)~~

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~~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 minutes; 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

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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:

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- (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**

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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.~~

**All sections not modified remain the same. Terms may be superseded by ratified MOUs and pendency plan will be altered at that time to reflect those agreements.**

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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.

### 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 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 through an automatic payroll deduction. The

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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 **percent** (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.

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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

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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.

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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

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#### 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-

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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~~

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~~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, ~~the~~ 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

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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.~~

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~~(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).**

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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

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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.

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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 Equivalentents**

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.

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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

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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.

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(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

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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 Furlough Hours in Fiscal Years ~~2011-2012~~ 2012-2013 and 2013-2014.

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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 4.62%. Since this agreement was not reached by July 1, 2011, the 4.62% will be increased to include the additional amount needed to ensure annualized savings of 4.62%.

(c) Furlough Bank. Employees must use the 96 hour furlough bank by June 31, 2013 <sup>2</sup> 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, 2013 <sup>2</sup> 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, 2013 <sup>2</sup>. Any employee who separates from City service before the final furlough deduction on July 7, 2013 <sup>2</sup> for the pay period ending June 30, 2013 <sup>2</sup>, 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.

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#### 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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**Appendix "A"**  
**Supervisory Unit – Municipal Utilities Department**

**For up-to-date Salary Schedule, please check the Human Resources Website.**

<b><u>Position Number</u></b>	<b><u>Title</u></b>	<b><u>Grade</u></b>
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

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**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, nNothing~~ 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.
- ~~(e) 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%)~~

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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.~~

<del>Peggy Barnett</del>	<del>Occupational Health/Safety Compliance Specialist</del>
<del>Jim Butler</del>	<del>Senior Plant Maintenance Supervisor</del>
<del>Randy Cornell</del>	<del>Collection Systems Supervisor</del>
<del>Larry Huber</del>	<del>Laboratory Supervisor</del>

#### 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
<del>Randy Cornell</del>	<del>\$5,000.00</del>	<del>\$5,000.00</del>
<del>Larry Huber</del>	<del>\$5,000.00</del>	<del>\$5,000.00</del>

~~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.~~

All sections not modified remain the same. Terms may be superseded by ratified MOUs and pendency plan will be altered at that time to reflect those agreements.

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**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.

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- ~~(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

