STOCKTON CITY EMPLOYEES' ASSOCIATION SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016
STOCKTON CITY EMPLOYEES' ASSOCIATION UNIT

2015-07-07-1807 MP

CITY OF STOCKTON

STOCKTON CITY EMPLOYEES'ASSOCIATION
MEMORANDUM OF UNDERSTANDING
JULY 1, 2014 – JUNE 30, 2016

SCEA
Stockton City Employees' Association

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STOCKTON CITY EMPLOYEES' ASSOCIATION SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016
STOCKTON CITY EMPLOYEES' ASSOCIATION UNIT

ARTICLE 1. RECOGNITION

(a) The Stockton City Employees' Association ("SCEA") is the exclusively recognized employee organization having the right to represent employees of the following bargaining units with the City of Stockton:

(1) Administrative, Clerical and Services Unit; and

(2) Professional and Technical Unit

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

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

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

(e) This MOU will be presented to the City Council, as the joint recommendations of the undersigned, for the period commencing July 1, 2014, and ending June 30, 2016.

ARTICLE 2. ASSOCIATION SECURITY

2.1 Dues Deduction

(a) **General**

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

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

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

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

(5) In addition to the deduction of dues, the City will deduct from the paychecks of SCEA members who request it premiums for group insurance and investment plans sponsored by SCEA. Such deductions will be made in one lump sum and only upon signed authorization from the employee upon a form satisfactory to the City.

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

(b) **Indemnity and Refund**

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

2.2 Agency Fee

(a) **Employee Rights**

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

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

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

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

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

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

(c) **Definition of Agency Fee**

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

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

(d) **Exceptions**

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

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

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

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

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

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

(A) Women's Center of San Joaquin County

(B) United Way

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

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

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

(5) Upon receipt of the decision of the panel, the City will release any funds held in escrow to SCEA or to the charity. Any decision by the panel will apply for the duration of this MOU.

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

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

(g) **Escrow Account**

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

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

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

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

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

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

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

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

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

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

(j) **Obligations of Parties**

(1) City's Obligations

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

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

(2) SCEA's Obligations

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

(k) **Hold Harmless Provision**

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

2.3 Use of City Facilities

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

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

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

2.4 Advance Notice

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

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

2.5 Attendance at Meetings by Employees

City employees who are official representatives or unit representatives of SCEA will be given reasonable time off with pay to attend meetings with City management representatives where matters within the scope of representation or grievances are being considered. Time spent for these purposes while a representative is not scheduled to work will not be compensated by the City and will not be considered as hours worked. Such employee representatives will submit a request for excused absence to their respective department heads, in a manner satisfactory prior to the scheduled meeting whenever possible. Except by mutual agreement the number of employees excused for such purposes will not exceed three (3) per recognized bargaining unit.

SCEA Time Bank. Upon request by SCEA in February of each year, each employee covered by this MOU must contribute up to one (1) hour of vacation time to maintain a bank of time to be used by SCEA officers, directors, and members for SCEA business that occurs during normal work hours, for which paid release time does not apply. Time bank hours used will not be considered as hours worked. Use of SCEA Time Bank must be authorized by an SCEA Officer, or SCEA director. Members must submit the time off request in advance and receive supervisor approval to attend SCEA business that occurs during normal work hours. The total amount of release time in the bank, including any carryover, will at no time exceed five hundred (500) hours. The City's administration and processing of these contributions will be implemented as soon as administratively possible after ratification of this MOU.

2.6 Employee Rights

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

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

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

2.7 Assignment of Classifications

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

ARTICLE 3. NON-DISCRIMINATION

The City and SCEA agree that the provisions of this MOU will be applied without favor or discrimination based on race, color, ancestry, religion or creed, sex, national origin, marital status, age (over 40), physical or mental disability or perceived disability, medical condition, pregnancy-related condition, sexual orientation, gender identity, gender expression, or political affiliation, or on any other basis prohibited by applicable federal and State law.

SCEA will cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the objective of Equal Employment Opportunities, as defined by Federal and State regulations.

ARTICLE 4. PROBATION

4.1 Purpose

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

4.2 Original Entrance and Promotional Positions

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

(a) All original appointments will be tentative and subject to probationary period of twelve (12) months.

(b) All promotional appointments will be tentative and subject to a probationary period of not less than six (6) months but not more than twelve (12) months, as specified in the class specification.

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

4.3 Retention/Rejection of Probationer

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

(b) During the probationary period an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment, will be reinstated to the position from which promoted unless charges are filed and the employee is discharged in the manner provided Article 9.1 of this MOU and in the Civil Service Ordinance and Civil Service Rules, which are consistent therewith.

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

ARTICLE 5. PERFORMANCE EVALUATIONS

5.1 Preparation of Draft and Discussion with Employee

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

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

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

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

5.2 Employee Disagreement with Rating

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

5.3 Annual Evaluations

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

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

ARTICLE 6. PERSONNEL RECORDS

6.1 Inspection

Employees covered by this MOU will have the right to inspect and review the contents of their official personnel file in the Human Resources Department and/or duplicate file kept in the department at "reasonable intervals" and upon prior notice and approval of the employee's immediate supervisor. This right will not extend to letters of reference, pre-employment matters, and reports concerning criminal investigations of the employee.

6.2 Review and Response Before Adverse Action

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

6.3 Request for Removal of Records

An employee or an official representative of SCEA may submit a written request to seek removal of any material placed into their official file according to the City's Discipline Policy. This paragraph does not apply to records required by law to be kept, or as set forth in Article 6.1 above.

ARTICLE 7. LAYOFF

7.1 Layoff

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

7.2 Layoff Scope

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

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

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

7.3 Notice of Layoff

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

7.4 Precedence by Employment Status

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

(a) First, extra help and seasonal employees;

(b) Second, provisional employees;

(c) Third, temporary employees; and

(d) Fourth, probationary employees.

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

The following provisions will apply in computing total continuing service:

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

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

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

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

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

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

(g) Regular status part-time employees will not have the right to bump regular status full-time employees.

7.5 Order of Layoff and Employee Options

Reduction in force will occur in the following order:

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

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

(2) Exercising seniority by returning to the classification in which the employee had prior status, thus displacing the employee working in that classification who has the least seniority

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

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

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

7.6 Health, Dental and Vision Benefits During Layoff

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

7.7 Voluntary Layoff

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

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

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

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

ARTICLE 8. REEMPLOYMENT

8.1 Placement of Eligibility List for Position Held

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

8.2 Placement on Eligibility List for Qualifying Positions

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

Employees placed on said list or lists will be at the head of the eligibility list for the class of positions for which qualified as hereinabove set forth and will be given preference in filling vacancies except for those persons placed on said lists or lists of reemployment in the same position previously held. An employee who waives reemployment to a full time position three times will have his/her name removed from this reemployment list unless mutually agreed to by the Department and employee. Upon certification for appointment to a new position never having been held by this employee, he/she will be subject to the probationary period provided in Article 4 of this MOU.

8.3 Status Upon Reemployment

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

8.4 Temporary Employment

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

ARTICLE 9. DISCIPLINE

9.1 Pre-disciplinary Rights

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

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

(a) Notice of proposed discipline.

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

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

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

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

9.2 Administrative Leave

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

9.3 Disciplinary Appeal Options

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

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

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

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

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

ARTICLE 10. GRIEVANCE PROCEDURES

10.1 Definition

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

10.2 Filing Deadline

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

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

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

10.3 Grievance Processing

(a) **Step 1—Departmental Review**

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

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

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

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

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

(C) The requested remedy.

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

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

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

(c) **Step 3—Voluntary Mediation**

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

(d) **Step 4—Binding Arbitration**

If the grievant or SCEA is dissatisfied with the response at Step 2, or Step 3, if used, or if the Director of Human Resources fails to respond within the time limit, the matter may, within twenty (20) calendar days of the Step 2 response, be referred to an arbitrator mutually selected by the parties, or, if the parties are unable to mutually agree, from a list of seven (7) arbitrators provided by the State of California Mediation and Conciliation Services. The arbitrator will be chosen by the alternative strike method, with first choice being determined by lot. The fees and expenses of the arbitrator and of a court reporter will be shared equally by both parties. Each party, however, will bear the cost of its own presentation, including preparation and post hearing briefs, if any. Notwithstanding any contrary provision, SCEA must authorize in writing the advancement of all grievances to binding arbitration under step 4 except those involving an individual employee demotion, suspension, reduction in pay, discharge, or other disciplinary action.

(e) **Effect of Decision**

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

10.4 Scope of Arbitration

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

(b) Notwithstanding the provisions of Article 10.4(a) of this MOU, proposals to add to or change this MOU or written agreements or addenda supplementary hereto will not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Article. No arbitrator selected pursuant to this Article will have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

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

10.5 Other Provisions

(a) Complaints which allege the employee is not being compensated in accordance with the provisions of this MOU will be considered as grievances and processed pursuant to Article 10.3. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum which results from such meeting and conferring process will be deemed withdrawn until the meeting and conferring process is next open for such decision. Employees agree to diligently check paychecks for errors. Arbitration of disputes over compensation under the Fair Labor Standards Act (FLSA) or the California Labor Code is permissive rather than mandatory.

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

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

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

(e) All grievances of employees in representation units represented by SCEA will be processed under this Article. If the Stockton Municipal Code and/or Civil Service Rules and Regulations require that a differing option be available to the employee, no action under Article 10.3(d) will be taken unless it is determined that the employee is not utilizing such option.

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

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

ARTICLE 11. LEAVES

11.1 Leave

(a) **Vacation Allowance**

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

FLSA Non-Exempt Employees (40-Hour Work Week):

Years of Continuous City Service	Annual Vacation Allowance
1½ years or less	80 hours
1½ years to 7½ years	108 hours
7½ years to 15 years	144 hours
15 years to 25 years	189 hours
Over 25 years	One additional 7-hour day for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 196 hrs., 27 yrs. equals 203 hrs., 28 yrs. equals 210 hrs., etc.)

FLSA Exempt Employees (40-Hour Work Week):

Years of Continuous City Service	Annual Vacation Allowance
1½ years or less	120 hours
1½ years to 7½ years	148 hours
7½ years to 15 years	188 hours
15 years to 25 years	229 hours
Over 25 years	One additional 7-hour day for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 236 hrs., 27 yrs. equals 243 hrs., 28 yrs. equals 250 hrs., etc.)

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

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

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

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

Years of Continuous City Service	Annual Vacation Allowance
1½ years or less	120 hours
1½ years to 7½ years	162 hours
7½ years to 15 years	216 hours
15 years to 25 years	283.5 hours
Over 25 years	An additional 10.5 hours for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 294 hrs., 27 yrs. equals 304.5, 28 yrs.,. equals 315 hrs., etc.)

(c) Maximum Vacation Accrual. Employees reaching the maximum hours will stop accruing additional hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception. Effective July 1, 2012, the following maximum vacation accruals will take effect. For employees who on July 1, 2012 have vacation balances that exceed their maximum will have until June 30, 2013 to use sufficient vacation to satisfy the maximum allowed. If an employee does not satisfy the maximum by June 30, 2013, he/she will retain his/her existing earned vacation, but will not earn any additional vacation until her/his vacation balance falls below the maximum vacation accrual allowed.

Maximum Vacation Accrual Caps

40-Hour Work Week Employee – FLSA Non-Exempt

Under 1.5 years	120 hours (15 days for 8-hour shift)
1.5 – 7.5 years	240 hours (30 days for 8-hour shift)
7.5 – 15 years	280 hours (35 days for 8-hour shift)
15 – 25 years	320 hours (40 days for 8-hour shift)
26 years	328 hours (41 days for 8-hour shift)

27 years	336 hours (42 days for 8-hour shift)
28 years	344 hours (43 days for 8-hour shift)
29 years	352 hours (44 days for 8-hour shift)

40-Hour Work Week Employee – FLSA Exempt

Under 1.5 years	200 hours (25 days for 8-hour shift)
1.5 – 7.5 years	320 hours (40 days for 8-hour shift)
7.5 – 15 years	360 hours (45 days for 8-hour shift)
15 – 25 years	400 hours (50 days for 8-hour shift)
26 years	416 hours (52 days for 8-hour shift)
27 years	424 hours (53 days for 8-hour shift)
28 years	432 hours (54 days for 8-hour shift)
29 years	440 hours (55 days for 8-hour shift)

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

56-hour Employee

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

(d) **Vacation Scheduling**

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

(e) **Cash Payment Option**

An employee may elect to receive cash payment up to a maximum of forty (40) hours of his/her accumulated vacation balance except that all cash outs will be suspended during the term of this MOU and until a successor MOU is reached.

To qualify for this sell-back benefit, an employee must have used, either in the preceding or current fiscal year, an equivalent number of vacation days to the number of sell-back days.

(f) **Vacation Cash Out Upon Separation**

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

11.2 Sick Leave

(a) **Accrual**

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

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

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

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

(b) **Usage**

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

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

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

In accordance with California Labor Code section 233 ("Kin Care"), bargaining unit employees may utilize one-half of the employee's annual sick leave accrual to care for an illness or injury of the employee's immediate family, except in instances where the employee is on approved FMLA or CFRA leave. Such leave will be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild. The employee's "child" includes a biological, foster, or adopted child, a stepchild, a legal ward, a child of the employee's registered domestic partner, or a child to whom the employee stands *in loco parentis.* Family sick leave usage pursuant to California Labor Code section 233 will not be considered when evaluating the employee's work performance.

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

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

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

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

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

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

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

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

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

(e) **Verification Procedures**

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

(2) Doctor's Certificate or Other Proof. The employee's department head may require a doctor's certificate or other reasonable proof of illness as he/she deems necessary in order for an employee to receive an excused absence from work and sick leave pay. The employee will be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay. If an employee's illness results in an absence from work for more than three (3) consecutive days, a doctor's certificate, or other reasonable proof of illness may be required. In addition, the City may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification. Department heads will give their employees the benefit of the doubt and will not frequently or arbitrarily request doctor's notes for routine personal illness, recognizing a considerable amount of time and expense is required to attend a medical visit to obtain a doctor's note for work.

The employee's department head may make such sick leave usage reviews and may reasonably require documentation to verify the need for the leave before approving the sick leave benefit.

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

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

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

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

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

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

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

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

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

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

(h) **CalPERS Service Credit for Unused Sick Leave.**

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

(i) **Sick Leave Retention Benefit**

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

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

2. Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on February 16, 2012 will be paid at 35% of its cash value to separating employees between these dates; and

3. Separation after July 1, 2015, payment of unused sick leave which the employee held on February 16, 2012 will be paid at 50% of its cash value to separating employees after this date.

4. Service credit for unused sick leave will be in accordance with PERS regulations.

11.3 Other Leaves With Pay

(a) **Bereavement Leave**

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

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

(b) **Jury Duty Leave**

(1) When an employee is summoned to jury duty he or she will promptly inform his or her supervisor and, if required to serve, may be absent from work without loss of wages or use of accrued leave for actual hours served on jury duty (including travel time). This will include the time from when the employee is ordered to appear until the time the employee is released from the court. Per Diem jury fees received by an employee, if any, will be remitted to the City within fifteen (15) days after they are received, exclusive of any meal, expense, and/or travel reimbursements. Upon being excused from the court each day, the employee must return to work if he or she has more than four (4) hours remaining before the end of his or her workday.

(c) **Court Leave**

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

(d) **Military Leave**

(1) The City of Stockton complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the California Military and Veteran's Code. Nothing contained herein is intended to limit or abrogate rights guaranteed under USERRA or the Veteran's Code.

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

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

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

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

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

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

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

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

11.4 Workers' Compensation Leave

(a) Workers' Compensation Benefits will be provided in accordance with State law and schedules whenever an employee is absence from duty because of disability caused by illness or injury arising out of and in the course of employment which has been declared to be compensable under the Workers' Compensation Law. An employee on Workers' Compensation may use accrued leave, if needed, to supplement benefits, up to the amount required to receive a full paycheck.

(b) **Forms and Procedures**

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

11.5 Leave of Absence Without Pay

(a) **Entitlement**

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

(b) **Approval**

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

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

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

(d) **Maternity/Pregnancy/Paternal/Adoption Leave**

Family medical leave will be in accordance with the Family Medical Leave Act ("FMLA") of 1993, the California Family Rights Act ("CFRA"), or Pregnancy Disability Leave ("PDL") and/or other applicable state and federal laws. Consistent with City policy and State and Federal law, employees may be required to utilize accrued sick and/or vacation leave during unpaid leaves in certain circumstances.

11.6 Absence Without Official Leave (AWOL)

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

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

(b) **Voluntary Resignation**

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

ARTICLE 12. DAYS AND HOURS OF WORK

12.1 Workweek

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

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

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

12.2 Meal Periods and Rest Periods

Employees will receive a one (1) hour or a thirty (30) minute meal period without pay each day and a fifteen (15) minute paid rest period during the first half of the workday and a second fifteen (15) minute paid rest period during the second half of the workday. Bargaining unit employees will be completely relieved of duty during the unpaid meal periods, except for Police and Fire Telecommunicators, and Police Records Assistants, Community Service Officers, Evidence Technicians who may be relieved from duty and receive a paid meal period with written approval from the Chief's Office. Employees in the classifications above who receive written approval for paid meal periods are expected to stay at the work-site and be available to work during the meal period when needed. Employees who exceed the time limits prescribed above for lunch and/or rest periods will have their pay reduced accordingly.

12.3 Hourly Employees

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

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

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

12.4 Regular Part-Time Employees

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

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

12.5 Job Sharing

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

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

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

12.6 Reporting to Work

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

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

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

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

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

(c) Any Memorandum of Discussion or Letter of Reprimand regarding tardiness which is more than eighteen (18) months will not be considered in any subsequent discipline.

12.7 Shift Bidding

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

ARTICLE 13. OVERTIME

13.1 Overtime Authorization

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

13.2 Definition

The following provisions pertaining to authorized or statutorily required overtime work will apply to non-FLSA exempt employees:

(a) Unless otherwise provided below, statutory overtime will be paid on actual time worked in excess of forty (40) hours in any 7-day FLSA work period. Such overtime will be paid for time and one-half (1-1/2) including employees employed on a per hour or per day basis or except as provided elsewhere herein. Holiday hours taken and observed holidays where the City is closed will be considered as time worked. Sick leave, vacation, or other compensated time off will not be considered as actual time worked for overtime calculation purposes.

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

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

(d) Except as otherwise provided in Article 14.2, bargaining unit employees who are not regularly scheduled to work holidays will be paid for a regular day plus time and one-half (1½) for actual time worked on a holiday observed by the City.

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

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

(g) Fire Telecommunication employees who have traded their normal work shift with another employee are not eligible for overtime for the hours that were their normal hours of work. Shift trades will be cancelled if an employee is required to work mandatory overtime.

13.3 Rest Period During Overtime

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

13.4 Compensatory Time Off (CTO)

(a) Definition

As used in this MOU, the term Compensatory Time Off (CTO) refers to that time which an employee is entitled to be absent from duty with pay for time worked in addition to or excess of their normal work schedule they have earned under section 13.2 (a).

(b) CTO in Lieu of Overtime Compensation

Except Fire Telecommunicators assigned to a 56-hour workweek, bargaining unit employees may voluntarily elect to receive overtime compensation in the form of CTO at a rate of one and one-half (1½) hours of CTO for each hour of overtime they have earned under per section 13.2 (a).

(c) **Use**

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

(d) **Maximum Accrual**

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

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

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

(f) **Exempt Status of Classifications**

The parties have agreed that effective the first full pay period following ratification of this MOU the classifications listed in Appendix A will be exempt from overtime as provided by the Fair Labor Standards Act and will be considered Exempt in the City's pay policies and for the accrual of vacation. Parties agree to re-visit these classifications during negotiations on a successor MOU.

ARTICLE 14. HOLIDAYS

14.1 Qualifying for Holiday Pay

All regular employees will be entitled to take all authorized holidays on full pay not to exceed eight (8) hours for any one (1) holiday.

14.2 Holidays Observed by the City

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

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

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

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

(c) Fire Telecommunicators assigned to a 56-hour workweek will receive, in addition to their normal compensation, 12 hours pay for each of the holidays listed in Article 14.2 above.

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

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

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

(g) **Fixed Holidays for Library Service Division Employees**

All regular employees in positions allocated in the Library Services Division of the Community Services Department will be allowed to take "fixed holidays" observed by the City, listed under Article 14.2(a) of this MOU, that occur on a Monday as a "floating holiday." The day off must be scheduled with a supervisor and taken within fourteen (14) calendar days on or after the date of the fixed holiday.

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

(i) An employee who takes a holiday off on a normally scheduled workday will receive 8 hours of holiday pay at their regular rate of pay, and the holiday hours count as time worked for FLSA overtime calculation purposes. A holiday that falls on an employee's normally scheduled day off will receive 8 hours of holiday pay at their regular rate of pay, however the holiday hours will not be counted as time worked. If an employee works on a holiday, the employee will receive 8 hours of holiday pay at their regular rate of pay, actual hours worked will be paid at the time and one half (up to 8 hours) and holiday hours will not be counted as time worked. If an employee works only partial hours on a holiday, partial holiday hours will be counted as time worked for FLSA overtime calculation purposes (up to 8 hours combined maximum).

14.3 Compensation for Holidays Worked

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

ARTICLE 15. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

15.1 Retirement Contribution Supplement

(a) Effective August 1, 2011, employee will pay the entire seven percent (7%) employee contribution to the California Public Employees Retirement System (CalPERS).

(b) For Employees hired on or before June 30, 2012, the City's CalPERS retirement plan was modified to reflect two percent (2%) at age 55, effective January 1993. Effective on July 1, 2012, or as soon as administratively feasible, the City of Stockton will amend its contract with CalPERS in order to provide a second-tier CalPERS retirement plan with the 2% at 60 formula for all employees hired thereafter in all applicable classifications within the SCEA unit, without inclusion of the additional benefits in sections (c), (d), (e), (f) and (g).

(c) For Employees hired on or before June 30, 2012, the City's CalPERS retirement plan was modified to reflect Section 21024 (Military Service Credit as Public Service) and Section 21027 (Military Service Credit for Retired Persons) of the California Government Code, pursuant to Ordinance Number 009-93 adopted by the City Council on May 13, 1993.

(d) For Employees hired on or before June 30, 2012, the City will continue to provide CalPERS California Government Code Section 20692 (Employer Paid Member Contributions as Compensation) at the beginning of their last year of employment will pay their employees' seven percent (7%) benefit cost through an automatic payroll deduction. The base salary for those employees will be increased by the same seven percent (7%) for the last twelve (12) months of employment (IRS Code 414H(2) will be concurrently implemented with CalPERS amendment), pursuant to Resolution Number 97-0394 adopted by the City Council on October 21, 1997.

(e) For Employees hired on or before December 31, 2012, the City will continue to provide CalPERS California Government Code Section 20965 (Credit for Unused Sick Leave) as added CalPERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.

(f) For Employees hired on or before December 31, 2012, the City will continue to provide CalPERS California Government Code Section 21574 (Fourth Level of 1959 Survivor Benefits) as added PERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.

(g) For Employees hired on or before December 31, 2012, the City will continue to provide CalPERS California Government Code Section 21335 (5% Annual Cost of Living Allowance Increase) as added CalPERS benefits, which was effective upon adoption by the Stockton City Council and CalPERS Administration Board. The intended implementation date base year was 2001.

(h) PERS Benefits for Employees hired on or after January 1, 2013

1.) Employees with Reciprocity:

Employees hired on or after January 1, 2013, who had service under another CalPERS agency or public retirement system with reciprocity prior to January 1, 2013, and a break in service of less than 6 months and considered classic employees by PERS AB 340, will be subject to the PERS pension formula of 2%@60 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees will pay the entire employee contribution of seven (7%) percent to the California Public Employees Retirement System (CalPERS).

2.) Employees without Reciprocity:

Employees hired on or after January 1, 2013, will be subject to the AB340 PERS pension formula of 2%@62 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees will pay 50% of the City normal cost rate for the 2%@62 as determined by CalPERS.

15.2 Uniform Allowance

(a) Bargaining unit employees in the following classifications who are required to wear uniforms will be paid an annual uniform allowance of nine hundred fifty dollars ($950.00), one-half payable in April and one-half payable in October:

(1) Fire Telecommunicator I/II;

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

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

(b) Bargaining unit employees in the following classifications who are required to wear uniforms will be paid an annual uniform allowance of nine hundred seventy-five dollars ($975.00), one-half payable in April and one-half payable in October:

(1) Animal Services Assistant;

(2) Animal Services Officer;

(3) Community Service Officer;

(4) Evidence Technician;

(5) Fire Prevention Inspector;

(6) Mail Courier;

(7) Parking Violations Deputy;

(8) Property Clerk;

(9) Senior Animal Services Officer;

(10) Senior Evidence Technician;

(11) Vehicle Abatement Specialist; and

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

(c) To account for the correct uniform allowance amounts effective July 1, 2013, the City agrees to make a retroactive payment to those classifications listed in Article 15.2 (a) and (b) as soon as administratively possible.

15.3 Standby Duty Pay

Employees assigned to standby duty will be paid $3.00 per hour while assigned to be on standby. Each employee so assigned to "standby" is required to carry a mobile phone or other agreed upon communication device while on standby. Standby will be assigned based on departmental policy, and the City agrees to meet with SCEA regarding standby department policies. An employee will earn time and one-half (1-1/2) for all actual time worked while on standby duty status only if eligible for overtime as defined in Section 13.2 above. An employee will not continue to receive the "standby" premium during actual time worked, or for any hours paid as overtime or call back. Standby will not be considered as time in "paid status because of work performed" for purposes of calculating overtime.

15.4 Call-Back Pay

When an employee is called back to work from off duty status, the employee will be compensated for a minimum of two (2) hours and forty-five (45) minutes pay at time and one-half (1½) or actual time worked at time and one-half (1½), if eligible for overtime as defined in Section 13.2 above, whichever is greater. An employee may elect compensatory time off (CTO) in lieu of payment for overtime consistent with the provisions set forth in Article 13.4.

When authorized by the department, employees who are contacted and who provide remote support via telephone, Internet, or network connection will be paid time and one-half (1½) for time worked in fifteen (15) minute intervals, if eligible for overtime as defined in Section 13.2 above. Intervals cannot be compounded or overlapped.

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

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

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

(c) An employee is ineligible to receive a premium for both standby and call back. For example, employee will not receive standby pay for hours in which he/she is on paid overtime or call back pay.

15.5 Employee Educational Assistance

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

15.6 Mileage Expense Reimbursement

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

15.7 Voluntary Court Standby

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

15.8 Bilingual Pay

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

15.9 Emergency Medical Services (EMS) Dispatcher Accreditation Pay

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

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

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

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

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

(f) Longevity Pay. The City agrees to restore longevity pay of 1.25% for employees who had achieved twelve (12) years of service on or before July 1, 2011.

15.10 Safety Protective Footwear Reimbursement

Employees required to wear safety protective footwear in accordance with City Manager's Administrative Directive HR-34, and approved for safety protective footwear reimbursement, the City will authorize safety protective footwear reimbursement in the amount of one hundred sixty dollars ($160.00) as needed and approved by the employee's supervisor and department head. The list of classifications and or positions that are required to wear protective footwear is included in the Administrative Procedure and may be amended from time to time to reflect changes in the classifications required to purchase footwear. Effective upon ratification of this MOU, SCEA agrees to remove job classifications listed in Appendix B from the City's Safety Protective Footwear Policy (HR-34).

ARTICLE 16. INSURANCE PLANS

16.0 Reopener Clause for Health Insurance

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

16.1 Health, Dental, Vision, and Prescription Benefits

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

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

(c) City Contribution towards the cost of insurance programs. Effective upon the first full pay period following ratification of this MOU by SCEA and approval by the City Council on its regular agenda in accordance with the Brown Act:

- The City will contribute up to $543.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

- The City will contribute up to $988.00 per month toward the cost of

the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

- The City will contribute up to $1,313.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

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

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

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

16.2 Long Term Disability Insurance

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

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

(b) Disability income payments will commence after a ninety (90) day waiting period. Employees may use sick leave and other leave balances to cover this waiting period, or take leave without pay.

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

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

16.3 State Disability Insurance (SDI)

By secret ballot election, pursuant to procedures established by the state, SCEA members have elected to receive State Disability Insurance (SDI) coverage at their own expense. SDI will be coordinated with other benefits.

16.4 Life Insurance

Effective July 1, 2012, the City will provide, at no cost to the employee, a-term life insurance policy with a value of $50,000. In addition, employees will have the opportunity to purchase additional voluntary life insurance through their union or through the City's IRS 125 plan vendor.

16.5 Retiree Enrollment in City Sponsored Plans

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

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

The parties acknowledge that SCEA does not bargain on behalf of employees already retired before the effective date of this Agreement.

ARTICLE 17. SALARIES

17.1 Salary Adjustments

Effective upon the first full pay period following ratification of this MOU by SCEA and approval by the City Council on its regular agenda in accordance with the Brown Act, employees will receive a 2% cost of living adjustment (COLA).

17.2 Salary Upon Appointment

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

17.3 Salary Equivalents

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

17.4 Salary Step Plan

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

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

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

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

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

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

(5) The fifth step will be paid upon the satisfactory completion of one year of service at the fourth step.

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

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

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

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

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

17.5 Salary Step After Military Leave

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

17.6 Salary Step When Salary Range Is Increased

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

17.7 Salary Step After Promotion or Demotion

(a) When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a salary equal to, or greater than the minimum rate for the higher class, that employee will be entitled to the next step in the salary scale of the higher class which is approximately five percent (5%) above the employee's current base salary, except that the next step will not exceed the maximum salary of the higher class. Add pays are not included in the calculation of base salary for purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit's salary on promotion rules will apply.

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

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

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

(c) **"Y" Rate**

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

17.8 Salary on Transfer

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

17.9 Salary on Reinstatement

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

17.10 Acting Pay

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

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

17.11 Special Assignment Pay

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

17.12 Pay Equity Adjustments

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

ARTICLE 18. VOLUNTARY TRANSFER

A bargaining unit employee may apply for a transfer to a position in the same or comparable classification in accordance with the City Civil Service Rules. In the case of a comparable class, the employee must be qualified, as determined by the Director of Human Resources in accordance with Article 17.8. Such request must be submitted in writing to the Human Resources Department. The names of such bargaining unit employees together with other eligible applicants, will be forwarded to the department head to fill existing vacancies. Such bargaining unit employees will not be accorded any hiring preference.

ARTICLE 19. SEVERABILITY OF PROVISIONS

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

ARTICLE 20. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

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

This MOU will supersede all existing Memoranda of Understanding between the City and SCEA.

ARTICLE 21. SCOPE OF AGREEMENT

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

ARTICLE 22. DURATION OF AGREEMENT

This MOU will be effective the date of execution, and will remain in full force and effect to and including the 30th day of June 2016.

(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, SCEA and each employee represented thereby agrees that from the date of execution through and inclusive of June 30, 2016 SCEA or any person acting in its behalf, or each employee in a classification represented by SCEA , will not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, or refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

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

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

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

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

IN WITNESS WHEREOF, this Memorandum of Understanding was ratified by a membership vote of SCEA on July 4, 2015, and by an affirmative vote of the Stockton City Council on July 7, 2015. The parties hereto have executed this Memorandum of Understanding this 29th day of July 2015.

Stockton City Employees' Association

Veronica Segura
President

Sabine Verelst
Vice President

Approved as to form:
ROSE LAW APC

By:

Joseph W. Rose
Attorney for SCEA

City of Stockton

Kurt Wilson
City Manager

Teresia Zadroga-Haase
Director of Human Resources

Approved as to form:
John Luebberke, City Attorney

By:

Marci Arredondo
Deputy City Attorney

By:

Allyson Hauck
Negotiator for the City

ATTEST:
BONNIE PAIGE
CITY CLERK

BONNIE PAIGE
City Clerk

FOR

APPENDIX A – FLSA EXEMPT JOB CLASSIFICATIONS

Administrative Analyst II

Assessment District Program Coordinator

Assistant Architect

Assistant Civil Engineer

Assistant Engineer

Assistant Engineer/Traffic

Assistant Landscape Architect

Assistant Planner

Assistant Traffic Engineer

Associate Planner

Code Analyst

Economic Development Analyst

Golf Professional

Junior Engineer

Junior Engineer/Traffic

Project Manager II

Project Manager III

Senior Real Property Agent

APPENDIX B – JOB CLASSIFICATIONS TO REMOVE FROM HR-34

Assistant Engineer/Traffic

Assistant Traffic Engineer

Junior Engineer

Police Records Assistant (Property)

Storm Water Outreach Coordinator

Engineering Technician I/II (Engineering Division and Operations & Maintenance Division of the Public Works Department)

Library Driver-Clerk