

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF STOCKTON
AND
STOCKTON CITY EMPLOYEES' ASSOCIATION



JULY 1, 2026, THROUGH JUNE 30, 2029

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STOCKTON CITY EMPLOYEES' ASSOCIATION MOU**ARTICLE 1. RECOGNITION**

- (a) The Stockton City Employees' Association ("SCEA") is the exclusively recognized employee organization having the right to represent employees on matters within the scope of representation under the Meyers-Milias-Brown Act in these bargaining units with the City of Stockton ("City"):
 - (1) Administrative, Clerical, and Services Unit ("SCEA – ACS")
 - (2) Professional and Technical Unit ("SCEA P&T")
 - (3) Fire Telecommunicators Unit ("SCEA – R")
- (b) City employees employed in one (1) of these bargaining units are referred to within this Memorandum of Understanding ("MOU") as "employees" unless the context requires otherwise. This MOU applies only to bargaining unit employees.
- (c) Representatives of SCEA and the City met and conferred in good faith regarding matters within the scope of representation, have freely exchanged information, opinions, and proposals, and have endeavored to reach agreement on such matters.
- (d) This MOU has been jointly prepared by the parties and is entered into in accordance with the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.) and applicable regulations of the Public Employment Relations Board (collectively herein, the "MMBA").

ARTICLE 2. UNION RIGHTS**2.1. SCEA Member Payroll Deductions**

- (a) The City will deduct the monthly Union membership dues, initiation fees, general assessments and payments for membership benefits programs sponsored by SCEA, and for any other services provided by SCEA, from the salary or wages of all employees who voluntarily authorize such deductions, as certified in writing by SCEA to the City, and pay such amounts to SCEA.
 - (1) All employee requests to cancel or change SCEA dues deductions shall be directed to SCEA.
 - (2) The City shall rely upon written notification from SCEA for all employee requests to cancel or change payroll deductions for such payments.
 - (3) SCEA is responsible to obtain and maintain voluntary written authorization for such payments.

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- (4) SCEA deductions shall automatically renew unless written notice is provided by the authorized representative of SCEA certifying a change in such deductions.
- (5) The City shall honor any changes to such deduction amounts provided by SCEA.
- (6) SCEA may but is not required to provide a copy of individual employee authorizations to the City unless a dispute arises about the existence or terms of the authorization.
- (7) Deduction notification will be provided by SCEA via email to payroll@stocktonca.gov.
- (8) Changes, and/or cancellations, received by the City prior to the 15th of the month will be processed no later than the first pay period of the second month.

(b) Hold Harmless Provision

The Union shall indemnify, defend, and hold the City harmless against any claims made and/or any suit against the City which may arise as a result of its deductions for membership dues or other programs sponsored by the Union.

2.2. New Hire Employee Orientation and Information Requirements

- (a) The City shall provide SCEA not less than ten (10) days' notice in advance of new hire employee orientation.
- (b) **30-Day New Hire Notification.** The City will provide SCEA in Excel (.xlsx) format, with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within thirty (30) days of the date of hire or by the first pay period of the month following hire.
- (c) **120-Day Bargaining Unit List.** The City will provide SCEA with a list, in Excel (.xlsx) format, of the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address for all employees in the bargaining unit during the first pay period in January, May, and September of each year.
- (d) All notifications and information provided by the City under this section will be sent to SCEA by email to addresses designated by SCEA representatives.

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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. SCEA shall have fourteen (14) days to request a meet and confer. If SCEA fails to request a meet and confer within this time period, it shall be deemed to have waived its right to meet and confer.
- (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

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

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compensated by the City and will not be considered as hours worked. Such employee representatives will submit a request for an 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.

2.6. SCEA Time Bank

Upon request by SCEA in February of each year, each employee 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. The 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.

ARTICLE 3. PROBATION**3.1. 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.

3.2. 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.

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3.3. 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 and salary step from which promoted unless disciplinary charges are filed and the employee is discharged in the manner provided in Article 8 of this MOU and the Civil Service Rules and Regulations for Miscellaneous Employees.

ARTICLE 4. PERFORMANCE EVALUATIONS**4.1. 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.

4.2. 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

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prepare a written response and have such response included in their official personnel file.

4.3. Annual Evaluations

- (a) The City may institute annual evaluations of bargaining unit employees beyond the sixth (6th) 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) to implement the step or merit increase.

ARTICLE 5. PERSONNEL RECORDS**5.1. Inspection**

Employees and their authorized representatives have the right, upon written request, to inspect and receive copies of personnel records relating to the employee's employment, performance, education, training, or to any grievance concerning the employee, including the employee's official personnel file maintained by the Human Resources Department and any departmental duplicate file. Authorized representatives must have authorization from the employee in writing to access their personnel file. The City will make such records available within thirty (30) days after receipt of the written request. This right does not extend to letters of reference, records relating to the investigation of a possible criminal offense, or other records exempt from disclosure under applicable law.

5.2. 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.

5.3. Request for Removal of Records

An employee or their representative may submit a written request to seek removal of any material placed into their official file in the Human Resources Department and the duplicate file kept in the department according to the City's Discipline Policy. This paragraph does not apply to records required by law to be kept.

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ARTICLE 6. LAYOFF**6.1. 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.

6.2. 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

6.3. Notice of Layoff

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

6.4. Precedence by Employment Status

No 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 status employee. The order of layoff among employees not having regular status will be as follows:

(a) First, extra help and seasonal employees;

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- (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 status 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 status 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.

6.5. 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.

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- (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 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 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 will be laid off in the same manner as an employee whose position has been abolished.

6.6. Health, Dental, and Vision Benefits During Layoff

Regular status employees who are laid off may continue their existing health, dental and vision benefits at their own expense for up to thirty-six (36) months after separation from City employment, which runs concurrently with any COBRA continuation benefits. Timely payments of the premiums by the employee must be made to the City, according to City regulations, and the employee must otherwise meet eligibility requirements for continued coverage.

6.7. Voluntary Layoff

When the City determines a layoff will occur, regular status employees may elect to be voluntarily separated from City employment regardless of their seniority status, whereupon the following provisions apply:

- (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 if and to the extent permitted under this MOU, City policy, or applicable law.
- (c) The names of employees who elect to be voluntarily laid off will be placed on a reemployment list.

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ARTICLE 7. REEMPLOYMENT**7.1. Placement on 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 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.

7.2. Placement on Eligibility List for Qualifying Positions

An employee laid off 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 (3) times will have their 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, they will be subject to a new probationary period.

7.3. 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.

7.4. Temporary Employment

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

ARTICLE 8. DISCIPLINE**8.1. Pre-disciplinary Rights**

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

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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.

8.2. Procedural Rights

- (a) The department head upon authorization of the Director of Human Resources may place an employee on paid administrative leave pending the completion of the investigative or pre-disciplinary processes.
- (b) Employees of the Police Department have all the procedural rights afforded by Government Code section 3508.1.

8.3. 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, the Civil Service Rules and Regulations for Miscellaneous Employees, 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 ten (10) working days 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 to appeal the same adverse action. The appeal must be served by personal service, fax, electronic mail with delivery confirmation, or certified mail.

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- (c) File a grievance within ten (10) working days by personal service, fax, electronic mail with delivery confirmation 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 9. GRIEVANCE PROCEDURE

9.1. 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 meet and confer process.

9.2. Union Grievances

SCEA may file a grievance in its own name, without identifying an individual grievant, where the grievance concerns (i) a matter affecting the bargaining unit generally or (ii) a violation of union rights under this MOU. A grievance filed under this section shall be submitted in writing to the Director of Human Resources and shall state with particularity the specific provision alleged to have been violated, a statement of the facts comprising the violation, and the requested remedy. All other requirements and timelines of this Article apply.

9.3. 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.

9.4. Grievance Processing

(a) Step 1—Departmental Review

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- (b) Any employee claiming to have a grievance shall submit the grievance in writing to the employee's direct supervisor. If the employee's direct supervisor is unavailable or is the subject of the grievance, the employee shall submit the grievance to the department head. The department head shall post, or otherwise communicate in writing to all employees in the department, the name and contact information of the designated Step 1 recipient. If the grievance is not resolved within twenty (20) working days from the day of presentation, the procedures hereinafter specified may be invoked. **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 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.

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(d) Step 4—Binding Arbitration

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

(e) Effect of Decision

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

9.5. 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.
- (b) 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 section. No arbitrator selected pursuant to this section 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.

9.6. 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 . Any other matters of compensation are to be resolved in the meet and confer

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process and if not detailed in the MOU which results from such meet and confer process will be deemed withdrawn until the meet and confer 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 Civil Service Rules and Regulations for Miscellaneous Employees, nor will it be administered in a manner which would abrogate any power which, under the Stockton Municipal Code and Civil Service Rules and Regulations, may be within the sole province and discretion of the Civil Service Commission.
- (e) All grievances will be processed under this Article. If the Stockton Municipal Code or Civil Service Rules and Regulations for Miscellaneous Employees provide an alternative process or remedy for resolution of the dispute or appeal, the grievant may elect either that alternative process or this grievance procedure, but not both.
- (f) In the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute their judgment for the judgment of management and if the findings are that the City had such right, the arbitrator may not order reinstatement and may not assess any penalty upon the City. If an arbitrator did not find just cause, any award by an arbitrator that requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award

ARTICLE 10. LEAVES

10.1. Vacation Leave

(a) Vacation Allowance

- (1) Employees accrue vacation leave per pay period with pay in accordance with the following schedules:

STOCKTON CITY EMPLOYEES' ASSOCIATION MOU

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FLSA Non-Exempt Employees:

Months of Continuous Service	Hours Per Pay Period
Less than eighteen (18)	3.08
Eighteen (18) or more but less than ninety (90)	4.15
Ninety (90) or more but less than 180	5.54
180 or more but less than 300	7.27
more than 300	Additional .27 hours for each additional year of completed service in excess of 25 years

FLSA Exempt Employees:

Months of Continuous Service	Hours Per Pay Period
Less than eighteen (18)	4.62
Eighteen (18) or more but less than ninety (90)	5.69
Ninety (90) or more but less than 180	7.23
180 or more but less than 300	8.81
more than 300	Additional .27 hours for each additional year of completed service in excess of 25 years

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

(3) Employees will accrue vacation on a per pay period basis.

(b) Maximum Vacation Accrual

Employees reaching the maximum hours will stop accruing additional hours until they are below the caps listed here.

(c) Maximum Vacation Accrual Caps40-Hour Work Week Employee – FLSA Non-Exempt

Under 1.5 years	120 hours
1.5 – 7.5 years	240 hours
7.5 – 15 years	280 hours
15 – 25 years	320 hours

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26 years	328 hours
27 years	336 hours
28 years	344 hours
29 years	352 hours

40-Hour Work Week Employee – FLSA Exempt

Under 1.5 years	200 hours
1.5 – 7.5 years	320 hours
7.5 – 15 years	360 hours
15 – 25 years	400 hours
26 years	416 hours
27 years	424 hours
28 years	432 hours
29 years	440 hours

For every year of service beyond twenty-nine (29), seven (7) additional hours are added to the maximum accrual cap.

(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.

(e) Vacation Sellback

During the month of December, employees may make an irrevocable election to cash out up to thirty (30) hours of vacation leave for the succeeding calendar year. Employees that cash out a portion of their vacation accrual will be paid on the first check in December of the following calendar year. Payments are subject to all applicable payroll taxes and withholding.

(a) Vacation Cash Out Upon Separation

An eligible employee separating from City service 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 straight time 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.

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10.2. Sick Leave**(a) Accrual**

- (1) All regular status full-time employees accrue sick leave at the rate of eight (8) hours for each month of completed service.
- (2) All regular part-time employees accrue sick leave on a prorated basis.
- (3) 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.

10.3. Bereavement Leave

- (a) In the event of a death of an immediate family member, the employee will be granted up to five (5) days bereavement leave. The City provides paid bereavement leave for the first three (3) days. The employee may use any other paid leave for the remaining two (2) days of bereavement leave. Immediate family is restricted to the employee's parents, spouse, parent-in-law, child, son-in-law, daughter-in-law, sibling, brother-in-law, sister-in-law, grandparent, grandchild, and registered domestic partner.
- (b) In the event of the death of a person that is not an immediate family member, the employee's department head may grant up to three (3) days of unpaid bereavement leave, the employee must use accumulated sick leave or vacation leave.

10.4. Jury Duty Leave

When an employee is summoned to jury duty they will promptly inform their supervisor and, if required to serve, may be absent from work without loss of wages or use of accrued leave while rendering such service (including travel time). Upon being excused from the court each day, the employee must return to work if they have more than four (4) hours remaining before the end of their workday.

10.5. Court Leave

Time spent by a employee traveling to/from and attending or appearing in any court or tribunal for any civil or criminal matter where the employee's attendance results from performance of their official duties as a City employee is considered time worked.

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10.6. Leaves Reopener

The City of Stockton and SCEA will continue to meet and confer over a citywide legally protected leaves policy.

10.7. 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 their 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 healthcare practitioner 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.

10.8. Leave of Absence Without Pay

(a) **Entitlement**

Employees will not be entitled to a 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 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.

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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 plan 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, all as amended. 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.

10.9. 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 Director of Human Resources 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 11. DAYS AND HOURS OF WORK

11.1. Workweek

- (a) The normal workweek for employees in this unit consists of a "5/40" work schedule (i.e. five (5) consecutive eight (8) hour workdays for a total of forty (40) hours in a seven (7) day work period) or a "9/80" work schedule (i.e. eight (8) nine (9)-hour workdays plus one (1) 8-hour workday consisting of eighty (80) hours worked in a fourteen (14) days; the seven (7) day work period on the 9/80 schedule is defined as mid-shift Friday to mid-shift Friday). Where operational requirements of a department require deviations from the present schedule, the department head

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with concurrence of the Director of Human Resources and the approval of the City Manager, 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.

11.2. Meal Periods and Rest Periods

- (a) 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. Employees will be completely relieved of duty during the unpaid meal periods. Employees who exceed the time limits prescribed above for lunch and/or rest periods will have their pay reduced accordingly.
- (b) Notwithstanding paragraph (1) above, Police and Fire Telecommunicators, Code Enforcement Officers, Police Records Assistants, Community Service Officers, and Evidence Technicians may be relieved from duty and receive a paid meal period with written approval from the Chief's Office. Employees in the classifications above who receive written approval for paid meal periods are expected to stay at the worksite or otherwise remain available to work during the meal period when needed, as applicable to the nature of their assignment.

11.3. Hourly Employees

- (a) Employees working nineteen and one-half (19.5) 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 nineteen and one-half (19.5) hours or less employees related to classifications within this bargaining unit. This listing will be provided quarterly.
- (c) Overtime will not be worked by nineteen and one-half (19.5) hour or less employees (substitutes), if full-time or regular part-time employees are available for such overtime work.

11.4. 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

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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.

11.5. Job Sharing

- (a) Any two regular status 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.

11.6. 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.

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11.7. Shift Bidding

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 12. OVERTIME**12.1. Overtime Authorization**

All compensable overtime must be authorized by the department head or their 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.

12.2. Definition

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

- (a) Unless otherwise provided below, statutory overtime will be paid on time worked in excess of forty (40) hours in any seven (7) day FLSA work period. Such overtime will be paid at one and one-half (1½) times the employee's regular rate of pay. Observed holidays, vacation, floating holidays, jury duty leave, bereavement leave, and sick leave are considered as time worked.
- (b) 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.

12.3. Temporary Upgrade Pay

Employees assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work.

12.4. 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.

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12.5. Compensatory Time Off (CTO)**(a) Definition**

Compensatory Time Off (CTO) is paid time off earned and accrued by an employee for overtime worked, in lieu of immediate cash overtime compensation.

(b) CTO in Lieu of Overtime Compensation

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.

(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 accrued at any time. Once the maximum number of CTO is accrued, all further overtime worked will automatically be paid to the employee.

12.6. Exempt Status of Classifications

The classifications listed in Appendix "A" are exempt from overtime as provided by the Fair Labor Standards Act and are considered Exempt in the City's pay policies.

ARTICLE 13. HOLIDAYS**13.1. Qualifying for Holiday Pay**

All regular status employees will be entitled to take the holiday benefit on full pay not to exceed the employee's regular workday for any one (1) holiday. For an employee working on a 4/10, 9/80 or 12-hour workday plan, holidays will be paid equivalent to the employee's regularly scheduled work hours (e.g., 9 hours for 9-hour day or 8 hours on an 8-hour day on the 9/80 schedule, or 12 hours of holiday pay for 12-hour shift.)

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13.2. Holidays Observed by the City

- (a) Employees will receive the following holiday on full pay for each of the below listed holidays. Unless otherwise provided in this section, the City observes the following holiday on the dates indicated:

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) Last Monday in May	Memorial Day
(6) July 4	Independence Day
(7) First Monday in September	Labor Day
(8) Second Monday in October	Indigenous Peoples Day
(9) November 11	Veteran's Day
(10) Fourth Thursday in November	Thanksgiving
(11) The Friday after Thanksgiving	
(12) December 25	Christmas Day

- (b) 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.
- (c) For employees in the Police Department on a shift schedule, holidays will be observed on the actual holiday.
- (d) In order to receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.

13.3. Modification of Observed Holidays

The parties agree to eliminate Lincoln's Birthday and Washington's Birthday as recognized holidays and to add Presidents' Day and Juneteenth as recognized holidays, effective upon agreement to the same holiday changes with the B&C, O&M, T&M, and Water Supervisory Units. No change will be implemented under this provision until agreement has been reached with all identified units.

13.4. Floating Holidays

Employees accrue two (2) workdays of floating holiday hours annually on January 1 to a maximum of two (2) workdays. Upon separation any accrued and unused floating holiday hours will be cashed out at the employee's current straight time rate of pay.

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13.5. Birthday Holiday

In 2026, all employees (including Police and Fire Telecommunicators and Fire Telecommunicator Call Takers) who have not already used their birthday holiday leave will accrue one (1) workday of floating holiday hours upon the effective date of this MOU.

13.6. Holiday in Lieu

Police Telecommunications and Fire Telecommunicators classifications in the police department that are assigned to shifts (phase days), and Fire Telecommunications are in positions that are scheduled to work without regard for the holidays listed above. These employees receive holiday-in-lieu in the amount of five and a half percent (5.5%) of their base hourly rate of pay in lieu of receiving any other form of holiday compensation.

13.7. Holidays for Library Service Division Employees

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

13.8. Compensation for Holidays Not Worked

An employee who takes a holiday off on a normally scheduled workday will receive a regular workday worth of holiday pay at their straight time rate of pay. A holiday that falls on an employee's normally scheduled day off will receive a regular workday worth of holiday pay at their straight time rate of pay.

13.9. Compensation for Holidays Worked

If an employee works on a holiday, the employee will receive a regular workday worth of holiday pay at their straight time rate of pay, actual hours worked will be paid at time and one half of their regular rate of pay, 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 the employee's normal workday). Prior approval for holiday work must be secured from the department head or designee.

ARTICLE 14. CalPERS Retirement**14.1. Tier 1 – For Employees Hired before December 29, 2012**

Employees hired before December 29, 2012, receive the 2% at 55 CalPERS formula with the one (1) year final average compensation period. These employees pay the required seven percent (7.0%) member contribution, on a pre-tax basis.

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These employees receive the following optional CalPERS retirement benefits:

- Section 21024 Military Service Credit as Public Service
- Section 21027 Military Service Credit for Retired Persons
- Section 20965 Credit for Unused Sick Leave
- Section 21574 Fourth Level of 1959 Survivor Benefits
- Section 21335 5% Annual Cost of Living Allowance Increase

14.2. Tier 2 – For Employees Hired after December 28, 2012

Employees hired after December 28, 2012, who are classified as a “Classic” member receive the 2% at 60 CalPERS formula with the three (3) year final average compensation period. These employees pay the required seven percent (7.0%) member contribution, on a pre-tax basis.

These employees receive the following optional CalPERS retirement benefits:

- Section 21574 Fourth Level of 1959 Survivor Benefits
- 2% Annual Cost of Living Allowance Increase

14.3. Tier 3 PEPRA – For Employees Hired after December 31, 2012

Employees hired after December 31, 2012, who are not classified as a “Classic” member receive the 2% at 62 CalPERS formula with the three (3) year final average compensation period. These employees pay one-half of the total normal cost as determined annually by CalPERS on a pre-tax basis.

These employees receive the following optional CalPERS retirement benefits:

- Section 21574 Fourth Level of 1959 Survivor Benefits
- 2% Annual Cost of Living Allowance Increase

ARTICLE 15. MISCELLANEOUS PAY PROVISIONS**15.1. Uniform Allowance**

Employees are required to wear uniforms and receive a uniform allowance of thirty-nine dollars and forty-two cents (\$39.42) per pay period:

- (1) Fire Telecommunicator I/II;
- (2) Fire Telecommunicator Call Taker;
- (3) Police Records Assistant (I/II/III);
- (4) Police Telecommunicator (I/II);
- (5) Police Dispatch Call Taker.

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- (6) Animal Services Assistant;
- (7) Animal Services Officer;
- (8) Community Service Officer;
- (9) Evidence Technician;
- (10) Fire Prevention Inspector;
- (11) Mail Courier;
- (12) Parking Violations Deputy;
- (13) Property Clerk;
- (14) Senior Animal Services Officer;
- (15) Senior Evidence Technician;
- (16) Vehicle Abatement Specialist; and
- (17) Any other employee required by the City to wear a uniform in the course and scope of employment.

15.2. Standby Pay

Employees assigned to standby duty will be paid three dollars (\$3.00) per hour while assigned to be on standby. Each employee 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. 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 is not considered as time worked for purposes of calculating overtime.

15.3. Call-Back Pay

When an overtime eligible employee is called back to physically return to work from off duty status, the employee will be compensated for a minimum of three (3) hours of pay.

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

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

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

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15.4. 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.

15.5. Mileage Expense Reimbursement

The City will reimburse employees, at the current Internal Revenue Service rate, for utilizing their personal vehicles for City business for travel, which qualifies under the City Manager's Administrative Directive and for other related travel expenses which qualify under the City Manager's Administrative Directive.

15.6. Voluntary Court Standby

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.

15.7. Bilingual Pay

Classifications determined by the department head requiring bilingual translation skills receive bilingual pay in the amount of seventy-three dollars and eighty-five cents (\$73.85) per pay period for verbal translation skills, or one hundred and one dollars and fifty-four cents (\$101.54) per pay period for verbal and written translation skills. Employees must be certified by the Human Resources Department to qualify for bilingual pay.

15.8. Safety Protective Footwear Allowance

Employees required to wear safety protective footwear are listed in Appendix "B" Safety Protective Footwear and will receive a safety protective footwear allowance in the amount of eleven dollars and fifty-five cents per pay period. The list of classifications and or positions that are required to wear protective footwear may be amended from time to time to reflect changes in the classifications required to purchase footwear.

15.9. Animal Services Protective Equipment and Vaccinations

- (a) The City will provide at no cost to employees working in Animal Services having contact with animals, Kevlar protective sleeves to prevent animal bite injuries.
- (b) The City will provide at no cost to employees working in Animal Services having contact with animals, the option to receive rabies vaccinations. Such vaccinations will be arranged to occur on duty without loss of pay to the employee.

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15.10. Longevity Pay

Employees hired before July 1, 2011, who by July 1, 2011, attained twelve (12) years of continuous employment with the City receive Longevity Pay in the amount of one and one quarter percent (1.25%) of their base rate of pay.

ARTICLE 16. INSURANCE PLANS**16.1. Reopener Clause for Health Insurance**

- (a) If the City's general fund revenue forecast exceeds three hundred and eighty million dollars for fiscal year 2028/29, the City will at SCEA's request to meet and confer regarding premium contributions should medical, dental, and vision insurance premiums for employee-only, employee plus one (1) dependent, or employee plus family increase by more than four percent (4%) in plan year 2029.

16.2. Health, Dental, Vision, and Prescription Benefits

- (a) Choice of Health Plans

Employees 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 (1) and employee plus two (2) or more dependents coverage. The City will offer two (2) or more medical plans to regular status employees.

- (b) Eligibility

Employees will become eligible for medical, dental, and vision insurance on the first day of the month following date of hire. 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 (1) employee plan (i.e., an employee and their dependent cannot be covered by more than one (1) City-offered health plan).

- (c) City Contribution towards the cost of insurance programs.

- (1) The City shall contribute the following:

- a) Up to \$936.10 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

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- b) Up to \$1,698.55 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
 - c) Up to \$2,263.20 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.
- (2) Effective January 1, 2027, the City contributes the following:
- a) Up to \$973.54 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
 - b) Up to \$1,766.49 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
 - c) Up to \$2,353.73 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.
- (3) Effective January 1, 2028, the City contributes the following:
- a) Up to \$993.01 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
 - b) Up to \$1,801.82 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
 - c) Up to \$2,400.80 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.
- (4) Effective January 1, 2029, the City contributes the following:
- a) Up to \$1,012.88 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
 - b) Up to \$1,837.86 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

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- c) Up to \$2,448.82 per month toward the cost of the monthly premium for employee plus two (2) 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/dental/vision to be pre-tax premium conversion.

16.3. 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 sixty-six and two thirds ($66\frac{2}{3}$) of salary up to the maximum salary replacement amount as specified in the City's long-term disability plan.
- (b) Disability income payments will commence after a ninety (90) day waiting period and exhaustion of sick leave accruals.
- (c) Benefit payable until age sixty-five (65).
- (d) The City will continue its normal contribution for employee medical premiums during the ninety (90) days waiting period.

16.4. State Disability Insurance (SDI)

Employees receive State Disability Insurance (SDI) coverage at their own expense. SDI will be coordinated with other benefits.

16.5. Life Insurance

The City provides, each employee group term life insurance policy in the amount of fifty thousand dollars (\$50,000). In addition, employees can purchase additional voluntary life insurance through their union or through the City's IRS 125 plan vendor.

ARTICLE 17. SALARIES**17.1. Wages**

- (a) Effective July 12, 2026, all classifications will receive a two percent (2.0%) Cost of Living Adjustment (COLA) to base pay.

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- (b) Effective July 1, 2027, all classifications will receive a two percent (2.0%) COLA to base pay.
- (c) Effective July 1, 2028, all classifications will receive a two percent (2.0%) COLA to base pay.

17.2. Market Adjustments

Effective July 12, 2026, all classifications will receive a one and a half percent (1.5%) market adjustment.

Effective July 12, 2026, all Fire Telecommunicator Call Takers and Fire Telecommunicators will receive an additional market adjustment in the amount of four point two-five percent (4.25%) to base pay.

17.3. 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.

17.4. Salary Step Plan

- (a) 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.
- (b) If a department head recommends withholding increases to salary steps 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.
- (c) The Salary Schedule consists of nine (9) steps, with five percent (5.0%) between steps one (1) through six (6), and two and a half percent (2.5%) between steps seven (7) through nine (9).

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- (d) The second step will be paid upon the satisfactory completion of the probationary period.
- (e) Steps 3 through 9 will be paid upon the satisfactory completion of one (1) year of service at the prior step.

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.

17.5. Salary Step After Promotion or Demotion

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

17.6. 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

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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 they are qualified for the transfer. If the transfer involves a change from the jurisdiction of one appointing authority to another, both must consent thereto.

17.7. Acting Pay

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

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

17.8. Special Assignment Pay

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

17.9. Temporary Upgrade Pay

Hourly or daily rate of pay upgrade for employees who are assigned to temporarily perform the duties of other employees of a higher-level classification. The employee must not perform any of the duties for their own job classification while working in the higher-level classification.

17.10. 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.

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ARTICLE 18. VOLUNTARY TRANSFER

An 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. Such request must be submitted in writing to the Human Resources Department. The names of such employees together with other eligible applicants, will be forwarded to the department head to fill existing vacancies. Such employees will not be accorded any hiring preference.

ARTICLE 19. SEVERABILITY OF PROVISIONS

If 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 supersedes all existing Memoranda of Understanding and side letters 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 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. NO STRIKE

It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. SCEA and each employee represented thereby agrees during the term of this MOU, SCEA or any person acting on its behalf, or each employee in a classification represented by SCEA, will not cause, authorize, engage in, encourage, or sanction a strike, unfair labor practice strike, or sympathy strike, 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,

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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.

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.

ARTICLE 23. DURATION OF AGREEMENT

All provisions of this MOU are effective the date of execution unless otherwise indicated, and will remain in full force and effect to and including June 30, 2029.

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IN WITNESS WHEREOF, this Memorandum of Understanding was ratified by a membership vote of SCEA on July __, 2026, and by an affirmative vote of the Stockton City Council on _____. The parties hereto have executed this Memorandum of Understanding this ____ day of _____.

Stockton City Employees' Association

City of Stockton

Jenny Castillo Hernandez
President

Johnny Ford
City Manager

Gwendolyn Smith
First Vice President

Marie Guillory-Jones
Interim Director of Human Resources

Liszet Burgueno
Second Vice President

Approved as to form:
Rose Law APC

Approved as to form:

By:

By:

Joseph W. Rose
Attorney for SCEA

Marci Arredondo
City Attorney

By:

By:

Mehran Tahoori
Attorney for SCEA

Michael Jarvis
Negotiator for the City

ATTEST:

Katherine Roland
City Clerk

STOCKTON CITY EMPLOYEES' ASSOCIATION MOU

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

STOCKTON CITY EMPLOYEES' ASSOCIATION MOU**Appendix "B" Safety Protective Footwear**

1. Assistant Civil Engineer (PW)
2. Assistant Engineer (PW)
3. Customer Service Assistant
4. Engineering Technician I/II (MUD)
5. Project Manager I/II/III
6. Project Clerk
7. Public Workers Field Specialist
8. Public Works Inspector
9. Animal Services Assistant I/II/III
10. Animal Services Officer
11. Code Enforcement Officer I/II/Senior
12. Combination Inspector I/II/Senior
13. Evidence Technician I/II/Senior
14. Senior Recreation Assistant
15. Recreation Program Coordinator
16. Community Services Officer