

CITY OF STOCKTON

MID-MANAGEMENT/SUPERVISORY LEVEL MEMORANDUM OF UNDERSTANDING

The Stockton Mid-Management/Supervisory Level bargaining unit and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees employed in the representation unit identified in section 1, have exchanged freely information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Miliias-Brown Act (Government Code Sections 3500-3511) and has been jointly prepared by the parties.

This MOU shall be presented to the Stockton City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 202~~3~~6, and ending June 30, 202~~9~~6.

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MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) MOU**Term: July 1, 202~~3~~6 – June 30, 202~~9~~6****SECTION 1. RECOGNITION****1.1. City Recognition**

~~The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereinafter referred to as the "City" in employer-employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.~~

1.2. Association Recognition

The City recognizes the City of Stockton Management B & C Employees Group, hereinafter referred to as "Association", is as the recognized employee organization for the Mid-Management/Supervisory Level Bargaining Unit ~~certified pursuant to Resolution No. 91-0014, adopted by the City Council on January 2, 1991.~~

1.3. Reopener

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

SECTION 2. ASSOCIATION RIGHTS**2.1. Association Membership Dues and Payroll Deductions**

~~(a) In accordance with the Senate Bill (SB) 866, the parties agree to the following process for making, cancelling, or changing payroll deductions for Association membership dues deductions.~~

~~(b)(a) As certified in writing by the Association to the City in a manner consistent with the requirement of (SB) 866 the~~ The City will deduct the monthly Association membership dues, initiation fees, general assessments and payments for membership benefits programs sponsored by the Association from the salary or wages of all ~~bargaining unit~~ employees who voluntarily authorize such deductions, as certified in writing by the Association to the City, and pay such amounts to the Association.

1. All employee requests to cancel or change membership dues deductions shall be directed to the Association.
2. The City shall rely upon written notification from the Association for any and all employee requests to cancel or change payroll deductions for membership dues.

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3. The Association is responsible to obtain and maintain voluntary written authorization for membership dues deductions.
4. Membership dues deductions shall automatically renew unless written notice is provided by the authorized representative of the Association certifying a change in membership dues.
5. The City shall honor any changes to membership dues deduction amounts provided by the Association.
6. The Association 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 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. ~~Example: Association notifies the City on January 15th, the deductions will be effective no later than the first full pay period in March. The parties recognize there is a lapse in time due to pay period processing constraints. The City will make every effort to process earlier if possible.~~

~~(c)(b)~~ Hold Harmless Provision

The Association 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 Association.

2.2. New Hire Employee Orientation and Information Requirements

~~In accordance with Assembly Bill (AB) 119, the~~ The City shall provide the Association i) not less than ten (10) days' notice in advance of new hire employee orientation, and ii) within thirty (30) days of hire or by the first pay period of the month following hire a list containing the following information on file from the City's Human Resources database system:

1. Name;
2. Job title;
3. Department;
4. Work location;
5. Personal cellular telephone numbers, including work and home;

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6. Personal email addresses as provided by new hire employee; and
7. Home address.

The above information shall be updated and provided to the Association at least every one hundred and twenty (120) days for all bargaining unit members.

2.3. Use of City Facilities

The Association shall be allowed by the City department in which it represents employees' use of space on available bulletin boards for communications having to do with official Association business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

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

City buildings and other facilities may be made available for use by City employees or the Association or their representative in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

Members of the Association are prohibited from using City equipment and/or time for their own personal use.

2.4. Advanced Notification

Except in cases of emergency, reasonable advance written notice shall be given to the Association if related to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to negotiate, if requested, with the designated management representatives prior to adoption. After notice is given, the Association shall have fourteen (14) days to request a meet and confer. If the Association fails to request a meet and confer within this time period, it shall be deemed to have waived its right to meet and confer.

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

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~~City employees~~ Employees who are official representatives or unit representatives of the Association shall be given reasonable time off with pay to attend meetings with City Management representatives, where matters within the scope of representation, or grievances are being considered.

The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Time spent for these purposes while a representative is not scheduled to work shall not be compensated by the City and shall not be considered as hours worked. Such employee representatives shall request an excused absence, prior to the scheduled meeting whenever possible. Except by mutual agreement the number of employees excused for such purposes shall not exceed three (3) employees.

SECTION 3. COMPLIANCE WITH FEDERAL LAWS

- ~~(a) Non-Discrimination. The City and the Association agree that there shall be no discrimination of any kind on the basis of age (over 40), race, color, religion (creed), national origin, (ancestry), military or veteran status, physical and mental disability, medical condition, genetic information, marital status, sexual orientation, sex (gender based including pregnancy, childbirth, breastfeeding or related medical conditions), gender identity/expression, political affiliation, legitimate Union activity, or on any other basis prohibited by applicable Federal and State law against any employee or applicant for employment.~~
- ~~(b) The Association shall cooperate with the City, to the extent required by Federal and State laws and regulations, in furthering the objective of Equal Employment Opportunities, as defined by Federal and State regulations.~~

SECTION 4. SECTION 3. PROBATION**4.1.3.1. Supervisory Level**

All original appointments shall be tentative and subject to a probationary period of one (1) year. Promotional appointments shall be subject to a probationary period of six (6) months. The probationary period shall not be extended.

4.2.3.2. Mid-Management Level

All Mid-Management Level positions do not have Civil Service status. Employment and separation of employment will be consistent with State Law.

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During the probationary period a Supervisory Level employee may be rejected at any time by the appointing authority. Any employee who held a position in the classified service and subsequently appointed to a position in the unclassified service and subsequently removed from such position that employee shall have the right to be employed in a position comparable to their formerly held position in the classified service from which they were promoted unless charges are filed and they are discharged in the manner provided in section 7 of this MOU, the Civil Service Rules and Regulations, the Stockton Municipal Code, and/or any other applicable City policy.

SECTION 5. SECTION 4. LAYOFF**5.1.4.1. Layoff**

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

5.2.4.2. Layoff Scope

- (a) The City shall designate the number of layoffs in each bargaining unit classification for each department of the City.
- (b) Departments of the City are defined as follows:
 - (1) Administrative Services
 - (2) Attorney
 - (3) City Auditor
 - (4) City Clerk
 - (5) City Manager
 - (6) Community Development
 - (7) Community Services
 - (8) Economic Development
 - (9) Fire
 - (10) Human Resources
 - (11) Information Technology
 - (12) Municipal Utilities
 - (13) Police
 - (14) Public Works

5.3.4.3. Notice of Layoff

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

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No bargaining unit employee having regular status shall be laid off while employees working in seasonal, temporary, provisional, or probationary status are retained in the same or comparable classification as such regular status employee.

The order of layoff among bargaining unit employees not having regular status shall be as follows:

- (a) First, seasonal employees;
- (b) Second, provisional employees;
- (c) Third, temporary employees; and
- (d) Fourth, probationary employees.

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

The following provisions shall apply in computing total continuing service:

- (a) (Time spent on military leave shall count as service in the event the leave was taken subsequent to entry into regular status City employment.
- (b) Time worked in seasonal, provisional, temporary, grant or other limited term status shall not count as service.
- (c) Time worked in a regular status or probationary status shall count as service.
- (d) If two (2) or more employees have the same seniority, the order of seniority shall be determined by their respective ranking on the eligibility list for hire.

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

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

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

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Reduction in force shall occur in the following order:

- (a) The least senior employee occupying the position(s) being eliminated shall be the first laid off. The incumbent designated for layoff shall have the options noted below:
 - (1) Displacing the least senior employee occupying the same or comparable classification, Citywide.
 - (2) Taking a voluntary demotion within the City to a classification in which the employee had prior regular status, thus displacing the employee working in that classification who has the least seniority.
- (b) Seniority for the purposes of application of the layoff procedure in section 5 is determined by total City employment, excluding employment as a seasonal, provisional, or temporary employee.
- (c) Comparability of employee classifications for the purposes of application of the layoff procedure in section 5 shall be determined by the Director of Human Resources.
- (d) An employee displaced in accordance with section 5 shall be laid off in the same manner as an employee whose position has been abolished.

5.6.4.6. Health and Welfare Benefits During Layoff

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

5.7.4.7. Voluntary Layoff

When a determination has been made that a layoff will occur, regular status 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.

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- (c) The names of employees who elect to be voluntarily laid off will be placed on reemployment lists in accordance with section 6.

~~SECTION 6.~~SECTION 5. REEMPLOYMENT

- (a) When an employee in the classified service who has been performing their duties in a satisfactory manner, as shown by the records of the department in which they have been employed, is laid off because of lack of funds or abolition of their position or has been on authorized leave of absence and is ready to report for duty when a position is open, the City shall cause the name of such employee to be placed on a reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur. The employee shall not be placed on said list or lists without their request. An employee who waives reemployment three times shall have their name removed from this reemployment list unless mutually agreed to by the City and the employee.
- (b) The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means "last laid off, first rehired."
- (c) In filling vacancies, eligibles on the reemployment lists take precedence over eligibles on any other list for the same class in the department for which the lists apply.

~~SECTION 7.~~SECTION 6. DISCIPLINE

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

The appointing authority may discharge, suspend, or demote any Supervisory Level employee provided the Stockton Municipal Code provisions and the rules and regulations of the Civil Service Commission and any applicable provisions of law are followed. The Supervisory Level employee may take one (1) of the following actions:

- (a) File no grievance.
- (b) File a grievance as provided for in section 8.1 within ten (10) business days of written notification of the action.
- (c) File an appeal within ten (10) business days of written notification of the action with the Civil Service Commission as appropriate for Supervisory Level employees.

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

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A grievance is any dispute which involves the interpretation or application of the MOU or appropriate disciplinary action (Supervisory Level employees only) in lieu of a Civil Service Commission appeal.

8.2.7.2. Filing Deadline

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

8.3.7.3. Grievance Processing

- (a) Step 1 - Departmental Review. Any employee claiming to have a grievance may discuss the complaint with such management official in the department where employed as the department head may designate. If the issue is not resolved within the department within ten (10) business days from the day of presentation or if the employee elects to submit the grievance directly to the Association recognized as the representative of that employee's classification, the procedures hereinafter specified may be invoked.
- (b) Step 2 - Director of Human Resources Review. If the employee is not satisfied with the response at Step 1, then the employee may appeal the grievance to the Director of Human Resources within ten (10) business days of the receipt of written response at Step 1. Such appeal must state with particularity; 1) the specific policy, rule or provision which is alleged to have been violated; 2) the statement of facts comprising the violation; and 3) the requested remedy. The Association may file and process grievance(s) on behalf of the specifically named employee.

The Director of Human Resources shall have twenty (20) business days in which to review the issues and respond to the appeal. No grievance may be processed under the following two (2) paragraphs, which has not first been filed and reviewed in accordance with this paragraph unless the Director of Human Resources fails to respond within the time limit.

- (c) Step 3 - Voluntary Mediation. The parties may mutually agree to the use of this Step prior to proceeding to Step 4, Arbitration. Either party may with written notice within ten (10) business days of the decision of Step 2, request Step 3. Upon mutual agreement of Step 3, the City will request a representative from the State of California Mediation/Conciliation Service to

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review the grievance and make non-binding recommendations to assist the parties in resolving the grievance. The State Mediator will not provide any written documents and is limited to the restriction in Labor Code Section 65 and Attorney General opinions 51/183 and 68/77.

- (d) Step 4 - Arbitration. If the grievant or the Association is dissatisfied with the response at Step 2 or Step 3, if used, or if the Director of Human Resources fails to respond within the time limit in Step 2, the grievance may be moved to Step 4 within twenty (20) business days. The grievance will be referred to an arbitrator mutually selected by the parties, or, if the parties are unable to mutually agree from a list of seven (7) arbitrators provided by the State of California Mediation/Conciliation Service, the arbitrator shall be chosen by the alternative strike method, with first choice being determined by lot. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.
- (e) Effect of Decision. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto except as provided otherwise herein.

8.4.7.4. Scope of Arbitration

No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in section 8.1.

Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrated 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 shall 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.

No change in this MOU or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association.

8.5.7.5. Other Provisions

If the Director of Human Resources in pursuance of the procedures outlined above resolve a grievance which involves suspension or discharge, ~~he/she~~^{they} may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not

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substitute their judgment for the judgment of Management and if they find that the City had such right, they may not order reinstatement and may not assess any penalty upon the City.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the department at Step 1. Only complaints which allege the employee is not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the MOU which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

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

All grievances of employees represented by the Association shall be processed under this section. If the Stockton Municipal Code and/or the Civil Service Rules and Regulations requires that differing options be available to the employee, no action under paragraph (d) of subsection 8.3 above shall be taken unless it is determined that the employee is not availing themselves of such option.

No action under paragraph (d) of subsection 8.3 above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

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

SECTION 9. SECTION 8. LEAVES**9.4.8.1. Vacation - FLSA Exempt Employees****(a) Vacation Accruals**

<u>Months of Continuous Service</u>	<u>Hours Per Pay Period</u>
<u>Less than eighteen (18)</u>	<u>4.62</u>
<u>Eighteen (18) or more but less than ninety (90)</u>	<u>5.69</u>

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<u>Ninety (90) or more but less than 180</u>	<u>7.23</u>
<u>180 or more but less than 300</u>	<u>8.81</u>
<u>more than 300</u>	<u>Additional .27 hours for each additional year of completed service in excess of 25 years</u>

Effective July 1, 2012, FLSA exempt employees shall accrue vacation leave with pay in accordance with the following schedule:

- (1) ~~Less than 1.5 years continuous employment 120 hours/year~~
- (2) ~~After 1.5 years up to 7.5 years — 148 hours/year~~
- (3) ~~After 7.5 years up to 15 years 188 hours/year~~
- (4) ~~After 15 years up to 25 years 229 hours/year~~
- (5) ~~Seven (7) additional hours for each completed year of service in excess of twenty-five (25) years.~~
- (6) ~~Employees shall accrue vacation on a per pay period basis.~~

- (b) Maximum Vacation Accrual. Employees reaching the maximum hours shall stop accruing additional hours until they are below the caps listed here. ~~No vacation hours may be added to sick leave balances without exception. Effective July 1, 2012, the following maximum vacation accruals shall take effect. Bargaining unit employees as of July 1, 2014, that had excess vacation hours rolled into sick leave banks on June 30, 2012, per the parties' agreement, will now have these hours rolled out of sick leave. For the term of this contract, these leave hours will be considered "special leave" and will have no cash value. Employees have until June 30, 2016 to use special leave hours, otherwise, the hours are forfeited.~~

The maximum number of vacation hours that employees on a 40-hour workweek ~~shall~~can accrue are as follows:

Under 1.5 years	200 hours
1.5 – 7.5 years	320 hours
7.5 – 15 years	360 hours
15 – 25 years	400 hours
25 years	408 hours
26 years	416 hours
27 years	424 hours
28 years plus	7 hours each additional year

9.2.8.2. Vacation - FLSA Non-Exempt Employees**(a) Vacation Accruals**

<u>Months of Continuous Service</u>	<u>Hours Per Pay Period</u>
<u>Less than eighteen (18)</u>	<u>3.08</u>
<u>Eighteen (18) or more but less than ninety (90)</u>	<u>4.15</u>

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<u>Ninety (90) or more but less than 180</u>	<u>5.54</u>
<u>180 or more but less than 300</u>	<u>7.27</u>
<u>more than 300</u>	<u>Additional .27 hours for each additional year of completed service in excess of 25 years</u>

(a) ~~Vacation Allowance (40-hour workweek). Effective July 1, 2012, FLSA non-exempt employees on a forty-hour workweek shall receive a vacation allowance in accordance with the following schedule:~~

~~(1) Less than 1.5 years continuous employment 80 hours/year~~

~~(2) After 1.5 years up to 7.5 years 108 hours/year~~

~~(3) After 7.5 years up to 15 years 144 hours/year~~

~~(4) After 15 years up to 25 years 189 hours/year~~

~~(5)(1) Seven (7) additional hours hence for each completed year of service in excess of twenty-five (25) years.~~

(c) Maximum Vacation Accrual. ~~Employees reaching the maximum hours shall stop accruing additional hours until they are below the caps listed here. Maximum Vacation Accrual. FLSA non-exempt employees on a 40-hour workweek reaching the maximum hours shall stop accruing additional hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception. Effective July 1, 2012, the following maximum vacation accruals shall take effect. For employees who on July 1, 2012 have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation to get under the maximum allowed. If an employee does not get below the maximum by June 30, 2013, they shall retain their existing earned vacation, but shall not earn any additional vacation until they are under the maximum vacation accrual allowed. The maximum number of vacation hours that employees on a 40-hour workweek shall accrue are as follows:~~

Under 1.5 years	120 hours
1.5 – 7.5 years	240 hours
7.5 – 15 years	280 hours
15 – 25 years	320 hours
26 years	328 hours
27 years	336 hours
28 years	344 hours
29 years	352 hours

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

(d) Vacation Allowance (56-hour workweek). ~~FLSA non-exempt employees on a 56-hour workweek shall receive a vacation allowance, in accordance with the following schedule:~~

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~~(1) Less than 1.5 years continuous employment 120 hours/year~~

~~(2) After 1.5 years up to 7.5 years 162 hours/year~~

~~(3) After 7.5 years up to 15 years 216 hours/year~~

~~(4) After 15 years up to 25 years 283.5 hours/year~~

~~(5) Thereafter, 10.5 additional hours hence for each completed year of service in excess of twenty-five (25) years.~~

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

~~(e) Maximum Vacation Accrual. Employees on a 56-hour workweek reaching the maximum hours shall stop accruing additional hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception. Effective July 1, 2012, the following maximum vacation accruals shall take effect. Employees, who on July 1, 2012 have vacation balances that exceed their maximum, shall have until June 30, 2013 to use sufficient vacation to get under the maximum allowed. If an employee does not get below the maximum by June 30, 2013, they shall retain their existing earned vacation, but shall not earn any additional vacation until they are under the maximum vacation accrual allowed.~~

~~The maximum number of vacation hours that employees on a 56-hour workweek shall accrue are as follows:~~

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

9.3.8.3. Vacation Sellback~~Vacation Sell-back for All Employees in this Unit~~

During the month of December, employees may make an irrevocable election to cash out up to forty (40) 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 November of the following calendar year. Payments are subject to all applicable payroll taxes and withholding.

~~An employee may elect to receive cash payment for up to a maximum of forty (40) hours of their unused accumulated vacation balance. Effective for FY 2023/2024 and 2024/2025 only, an employee may elect to receive a cash payment for a maximum of forty (40) hours of their unused accumulated vacation balance after the use of a scheduled vacation of forty (40) hours or more in that same or prior fiscal year. To utilize this option, employees~~

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~~must maintain a balance of forty (40) accrued vacation hours after the cash payment. When in effect, this option may be exercised once per fiscal year. Employees may elect this option by December 31 of each year for the cash out the following calendar year. The cash out election is irrevocable, and the City will follow IRS regulations regarding cash payment of leave.~~

9.4.8.4. Vacation Cash out Upon Separation

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

9.5.8.5. Sick Leave

- (a) Accrual. All regular status employees, except provisional, temporary and extra-help employees, each shall accrue sick leave at the rate of eight (8) hours for full month of service. All regular status employees, except provisional, temporary and extra-help employees, working less than a full month shall accrue sick leave while off duty on authorized sick leave; provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

- (b) Usage. Employees are entitled to sick leave pay for those hours, which the employee would normally have worked, to a maximum of sick leave hours accrued.

An employee may use sick leave for preventive medical, dental, optical care, illness, injury or exposure to contagious disease, which incapacitates them from performing their duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

- (c) Family Sick Leave. In accordance with California Labor Code section 233 ("Kin Care"), employees may utilize up to one-half (1/2) of their annual sick leave accrual in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care that otherwise would not be covered by the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA) leaves. Such sick leave shall be limited, by the department head, to the time reasonably required to make other arrangements for such care.

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For the purpose of this section, such sick leave shall be restricted to the employee's parents, spouse, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, legal dependent, registered domestic partner, and "designated person." For the purposes of paid sick leave, a "designated person" means a "person identified by the employee at the time the employee requests paid sick leave." An employee may select one (1) person as a "designated person" in a twelve (12) month period. The employee's "child" includes a biological, foster, or adopted child, a stepchild, a legal ward, a child of the employee's registered domestic partner, or a child to whom the employee stands in loco parentis.

- (d) Procedures for Requesting and Approving Sick Leave. When the requirement for sick leave is known to the employee in advance of their absence, the employee shall request authorization for such sick leave from the department head prior to such absence. In all other instances, the employee shall notify their supervisor as promptly as possible of their absence.

Before an employee may be paid for the use of accrued sick leave, they shall complete and submit to their department head a signed statement, on a prescribed form, stating the dates and hours of absence, the exact reason, and such other information as is necessary for their request to be evaluated. If an employee does not return to work prior to the preparation of payroll, other arrangements may be made with the approval of the department head.

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

The department head may make such sick leave usage reviews and may require such physician's documentation, as they deem necessary to ensure proper use of the sick leave benefit.

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

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

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

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

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

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

~~(i) Sick Leave Retention Benefit~~

~~After subtracting the equivalent of one (1) full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:~~

- ~~1. Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;~~
- ~~2. Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on February 16, 2012 shall be paid at thirty-five percent (35%) of its cash value to separating employees between these dates; and~~
- ~~3. Separation on or after July 1, 2015, payment of unused sick leave which the employee held on February 16, 2012 shall be paid at fifty percent (50%) of its cash value to separating employees after this date.~~
- ~~4. Service credit for unused sick leave shall be in accordance with PERS regulations.~~

9.6.8.6. Bereavement Leave~~**Other Leaves With Pay**~~

~~(a) In the event of a death of an immediate family member of an employee, the employee will shall, upon request, be granted up to three-five (53) days bereavement leave with pay without charge to their accumulated sick leave or vacation leave. The City provides paid bereavement leave for the first three (3) days. The employee shall, upon request, be granted an additional may use any other paid leave for the remaining two (2) days of bereavement leave, which shall be charged against the employee's accumulated sick leave or~~

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~~vacation leave. For the purposes of this paragraph, the immediate~~ Immediate family ~~shall be~~ is restricted to the employee's parents, current stepparents, spouse, ~~mother-in-law, father-in-law~~ parent-in-law, child (as defined by CFRA), ~~stepchild~~, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and registered domestic partner.

In the event of the death of a person ~~not immediately related to an employee as defined above~~ that is not an immediate family member, the employee's department head may grant up to three (3) days of unpaid bereavement leave, ~~upon request, which shall be charged against~~ the employee's must use accumulated sick leave or annual vacation leave.

8.7. 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.

8.8. Court Leave

—Time spent by an 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.

8.9. Leaves Reopener

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

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

~~Said absence from duty including necessary travel time, will be for actual hours served on jury duty or is required to remain in court to testify as a witness in a criminal case, other than as a defendant. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. As a condition of receiving such pay, the employee must remit to the City, through the employee's department head, within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses.~~

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~~If an employee is not due to appear for jury duty or as a witness until an afternoon court session, the employee will be expected to work their usual morning schedule. If an employee is required to appear for a morning court session and is sent home before noon and not required to return in the afternoon, the employee will be expected to work their usual afternoon schedule.~~

~~Said absence from duty will be without pay when the employee appears in private litigation to which the City of Stockton is not a party~~

~~Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the City through the employee's department.~~

~~Notwithstanding the foregoing, attendance in court in connection with an employee's official duties or on behalf of the City of Stockton in connection with a case in which the City of Stockton is not a party, together with travel time necessarily involved, shall not be considered absent from work within the meaning of this section.~~

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

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

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

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

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- (a) Workers' Compensation Benefits shall be provided in accordance with State law and schedules whenever an employee is absence from duty because of disability caused by illness or injury arising out of and in the course of employment which has been declared to be compensable under the Workers' Compensation Law. An employee on Workers' Compensation may use accrued leave, if needed, to supplement benefits, up to the amount required to receive a full paycheck.
- (b) Forms and Procedures. Workers' Compensation processing shall be consistent with City procedures and in accordance with state Workers' Compensation regulations. Any employee who sustains a work-related injury or illness shall 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 who is required to seek medical care shall use at facilities designated by the City unless they have filed a pre-designation of a personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.8.8.11. Leave of Absence

Employees shall not be entitled to leave of absence as a matter of right, but only in accordance with the provisions of law and the City of Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification, as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the department head under this section shall be subject to review by the Director of Human Resources, whose ruling shall be final.

Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereinafter.

The entitlement to City payment of premium shall end on the last day of the month in which the employee was paid except that employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plan by prepayment of the monthly premium during the authorized leave of absence.

Authorized absence without pay which exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee

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is required to be absent from their position by reason of an injury or disease for which they are entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustment.

9.9.8.12. Leave of Absence Without Pay

- (a) Purpose and Length. Only employees occupying regular status positions on a regular basis are eligible for leaves of absence without pay under the provisions of this section.

An appointing authority may grant leave of absence without pay for personal reasons up to a maximum of twelve (12) months with approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury, which are not job incurred, may be granted for a maximum period of twelve (12) months with approval of the Director of Human Resources. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

Such a leave will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.

- (b) Application for and Approval of Leave of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to their department head and the Director of Human Resources describing the reasons for the request and all other information required for the department head, or their representative, to evaluate the request. Leaves without pay may be cancelled by the department at any time.

9.10.8.13. Absence Without Official Leave (AWOL)

- (a) Failure to Report to Duty or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or cancelled, or at the expiration of a leave, shall be considered an absence without official leave and shall be subject to discipline.
- (b) Voluntary Resignation. Any employee in this bargaining unit absent without official leave for two (2) or more consecutive scheduled days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation as approved by the Director of Human Resources shall be deemed to have voluntarily resigned from the City of Stockton, except if the absence is due to a verified illness or injury.

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Family medical leave shall be in accordance with the Family Medical Leave Act (FMLA) of 1993, the California Family Rights Act (CFRA), or Pregnancy Disability Leave (PDL) and/or other applicable state and federal laws. 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.

SECTION 10. SECTION 9. DAYS AND HOURS OF WORK**10.1.9.1. Workweek**

- (a) The workweek and hours of work are determined solely by the City. The normal workweek for employees in this unit shall consist of five (5) consecutive eight (8) hour days or a minimum total of forty (40) hours. Where needs of a department require deviations (as determined by the Department Head) from the present schedule, the Department Head may institute alternate work schedules.
- (b) The department will (except in emergency situations) provide a ten (10) working day notice (prior to implementation) of any workweek and/or hours changes.

10.2.9.2. Meal Periods

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

SECTION 11. SECTION 10. OVERTIME**11.1.10.1. Eligibility**

- (a) Mid-Management Level employees do not receive overtime. Mid-Management Level employees in this unit are salaried employees who work whatever time necessary to accomplish duties of their assigned position.
- (b) Supervisory Level employees will receive overtime at the appropriate rate when authorized in writing by the Department Head prior to the overtime worked. The following provisions pertaining to authorized or statutorily required overtime work shall apply to non-FLSA exempt employees.

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- (1) Unless otherwise provided below, statutory overtime shall be paid on ~~actual~~ time worked in excess of forty (40) hours in any FLSA work period. ~~Such overtime~~ Overtime shall be paid for at time one and one-half (1-½) times the employee's regular rate of pay, including employees employed on a per hour or per day basis or except as provided elsewhere herein. Observed holidays, floating holidays, jury duty leave, bereavement leave, and sick leave ~~hours taken will be~~ are considered as time worked for overtime calculation purposes. ~~Vacation or other compensated time off shall not be considered as actual time worked.~~
- ~~(2) Fire Telecommunications Supervisors assigned to a 56-hour workweek shall be compensated at the overtime rate for all time worked in excess of 56 hours in a seven (7) day workweek. Fire Telecommunicators Supervisors 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 shall pay overtime at one and one-half (1 ½) times the employee's regular rate of pay for all hours worked over fifty-six (56) in a workweek.~~
- ~~(c) Fire Telecommunication Supervisors who have volunteered to work overtime to cover an assignment in a classification other than their actual classification shall be paid overtime at the hourly rate of the lower classification in which they are performing those overtime duties. The hourly rate shall be at the top step of the lower classification's salary range. The employee's premium pay that they are regularly entitled to shall be included when computing the overtime for the work performed in the lower classification.~~
- ~~(d) Except as otherwise provided in section 12, employees who are not regularly scheduled to work holidays shall be paid for a regular day plus time and one-half (1-½) for actual time worked on a holiday observed by the City.~~
- ~~(e)~~(c) Fire Telecommunication Supervisors who have traded shifts are not eligible to work overtime for hours that would have been their normal hours of work.
- ~~(f)~~(d) Temporary Upgrade Pay. Employees who are not FLSA exempt and are assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be

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paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work.

11.2.10.2. Compensatory Time Off (CTO)

- (a) Definition. As used in this section, the term Compensatory Time Off (CTO) refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to or excess of their normal work schedule. ~~For the purpose of this section, Compensatory Time shall apply only to Supervisory Level employees.~~
- (b) CTO in Lieu of Overtime Compensation. Except for Fire Telecommunications Supervisors ~~assigned to a fifty six (56) hour workweek,~~ employees may voluntarily elect to receive overtime compensation in the form of CTO at the rate one and one-half (1-½) hours of CTO for each hour of overtime worked in excess of fifty six (56) in a seven (7) day work period, for which the employee is eligible for overtime ~~as defined in section 11.1(b)(1) above.~~
- (c) Use. Use of CTO ~~shall~~ 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 ~~shall be~~ is at the sole discretion of the department head, but once approved, cannot be changed unless an emergency situation arises.
- (d) Maximum Accrual. No more than one-hundred (100) hours of CTO may be carried on the books at any time, ~~except Fire Telecommunications Supervisors assigned to a 56-hour workweek who may not accrue CTO.~~ Once one hundred (100) hours of CTO is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period will automatically be paid to the employee. At the end of each calendar year, all CTO will be carried forward (forty (40) hours maximum), ~~unless the employee elects to have the compensatory balance paid. Carryover CTO cannot exceed the forty (40) hours maximum.~~ Any CTO balance in excess of forty (40) hours remaining at the end of the calendar year will automatically be paid to the employee.
- ~~(e) Elimination of CTO for Fire Telecommunications Supervisors. Effective January 1, 2009, Fire Telecommunications Supervisors assigned to a 56-hour workweek shall no longer accrue or use CTO and shall be paid at their regular rate of pay for all accrued and unused CTO hours on or about January 7, 2009; provided, however, any Fire Telecommunications Supervisors having any approved leave request(s) for CTO for time off work through January 31, 2009, shall be permitted to use the approved CTO leave.~~

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Term: July 12, 202~~63~~⁶ – June 30, 202~~96~~⁶~~SECTION 12.~~SECTION 11. HOLIDAYS~~12.1.~~11.1. Holidays Observed by the City:

- (a) ~~Effective upon approval by the City Council on its regular agenda in accordance with the Ralph M. Brown Act employees~~ 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 holidays on the dates indicated:

ObservedHoliday

(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~~~~(65)~~ Last Monday in May

Memorial Day

~~(76)~~ July 4

Independence Day

~~(87)~~ First Monday in September

Labor Day

~~(98)~~ Second Monday in October~~Columbus~~ ~~Day~~ IndigenousPeoples Day~~(409)~~ November 11

Veteran's Day

~~(1110)~~ Fourth Thursday in November

Thanksgiving

~~(1211)~~ The Friday after Thanksgiving~~(1312)~~ December 25

Christmas Day

~~————(14) Birthday Holiday~~11.2. Floating Holidays

For positions that observe holidays, employees accrue floating holidays hours equivalent of two (2) workdays annually on the first full pay period to a maximum of two (2) workdays. Floating holidays must be utilized in full day increments. Upon separation unused floating holiday hours will be paid out at the employees current straight-time rate of pay.

In 2026, employees 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.

~~Floating holiday must be used by December 31st of each year and does not carry forward into the subsequent year. There is no cash value for any unused floating holiday hours. Employees have not earned and cannot use the floating holiday hours until the actual holiday occurs (March 31st).~~

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~~Birthday Holiday Leave. The department head, with due consideration for the wishes of the employee, may authorize the birthday holiday to be taken within ninety (90) calendar days beginning on the day of the employee's birthday.~~

11.3. Holiday in Lieu

Police Telecommunications Supervisors and Fire Telecommunications Supervisors 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.

~~(b) — Police Telecommunications Supervisors assigned to shifts (phase days) shall receive, in addition to their normal compensation, one day's pay for each of the holidays listed in section 12.1 (a) above, on which the employee does not work, except for floating holiday(s). Such employees required to work a holiday on a hire-back basis, shall be compensated at time and one half (1-½), in addition to their normal compensation and paid holiday. Such employees required to work a holiday on a regularly scheduled basis shall be compensated at time and one half (1-½) overtime in addition to their normal compensation.~~

~~(c) — Fire Telecommunications Supervisors assigned to a 56-hour workweek shall receive, in addition to their normal compensation, 12 hours pay for each of the holidays listed in section 12.1 (a) above. Fire Telecommunications Supervisors shall be compensated at the overtime rate for all time actually worked in excess of 12 hours on a holiday (excluding the floating holiday). Commencing June 30, 2016, this practice will end and Fire Telecommunications Supervisors shall be compensated at straight time for the full shift worked on a holiday, unless otherwise eligible for overtime pursuant to section 11.1(b)(2).~~

12.2:11.4.

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

12.3. 11.5

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

12.4. 11.6

An employee who takes a holiday off on a normally scheduled ~~work day~~workday will receive a regular ~~work day~~workday worth of holiday pay at their ~~regular~~straight

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time 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 a regular ~~work-day~~workday worth of holiday pay at their ~~regular-straight time~~ 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 a regular ~~work-day~~workday worth of holiday pay at their ~~regular-straight time~~ rate of pay, actual hours worked will be paid at the time and one half (1-½) 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 ~~work-day~~workday).

~~SECTION 13.~~SECTION 12. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

12.1. CalPERS Retirement

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.

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

Tier 2 – For Employees Hired after December 28, 2012

Employees hired after December 28, 2012, who are not classified as a new 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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) MOU**Term: July 1~~2~~, 202~~6~~³ – June 30, 202~~9~~⁶**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

13.1. — Retirement Contribution Supplement

~~(a) CalPERS Benefits for Employees hired on or before December 28, 2012 (Classic Tier 1).~~

~~—Employee Contribution:~~

~~Effective August 1, 2011, employees hired on or before June 30, 2011, will pay seven percent (7%) of the Employer’s share towards the CalPERS benefit. This employee contribution will be made on a post-tax basis, unless the City obtains a ruling from the I.R.S. that these contributions can be made on a pre-tax basis.~~

~~•~~

~~Effective July 1, 2012, Classic employees will pay seven percent (7%) of the employee’s contribution towards the CalPERS benefit.~~

Benefit Formula:

~~The City’s CalPERS retirement plan is modified to reflect two percent (2%) at age fifty-five (55), effective January 1993.~~

Optional Benefits:

~~• —Military service credit pursuant to the provisions of P.E.R.S. California Government Code Section 21024 and Section 21027, at the employee’s expense, upon adoption by Stockton City Council and CalPERS Administration Board.~~

~~• —P.E.R.S. California Government Code Section 20965 (Credit for Unused Sick Leave) as added CalPERS benefits, to be effective upon adoption by the Stockton City Council and CalPERS Administration Board.~~

~~• —P.E.R.S. California Government Code Section 21335 (up to five percent (5%) Annual Cost of Living Allowance Increase) as added CalPERS benefits, to be effective upon adoption by the Stockton City Council and CalPERS Administration Board.~~

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~~(b) — CalPERS Benefits for Employees hired on or after December 29, 2012 Employees with Reciprocity (Classic Tier 2):~~

~~Employees hired on or after December 29, 2012, 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 are considered classic employees by AB 340, shall be subject to the CalPERS pension formula of two percent (2%) at sixty (60) with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay the employee's statutory employee's contribution for these benefits of seven percent (7%).~~

~~Employees without Reciprocity (PEPRA):~~

~~Employees hired on or after January 1, 2013, shall be subject to the AB340 statutory pension formula of two percent (2%) at sixty two (62) with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay fifty percent (50%) of the City normal cost rate for the two percent (2%) at sixty two (62) as determined by CalPERS.~~

~~The City will provide P.E.R.S. California Government Code Section 21574 (Fourth Level of 1959 Survivor Benefits) to employees in all CalPERS membership tiers.~~

13.2.12.2. Uniform Allowance

~~(a) Effective July 1, 2024, employees in the following classifications who~~Employees ~~are required to wear uniforms shall be paid and receive an uniform allowance of one thousand dollars (\$1,000.00) annually~~thirty-nine dollars and forty-two cents (\$39.42) per pay period~~. Payable each pay period when an employee is in paid status.~~

- ~~(1) Fire Telecommunications Supervisor;~~
- ~~(2) Police Telecommunications Supervisor; and~~
- ~~(3) Supervising Police Records Assistant;~~
- ~~(3)~~

~~(b) — Effective July 1, 2024, employees in the following classifications who are required to wear uniforms shall be paid an annual uniform allowance of one thousand twenty-five dollars (\$1,025.00) annually. Payable each period when an employee is in a paid status.~~

- ~~(1) Supervising Fire Prevention Inspector;~~
- ~~(4) Police Services Manager;~~
- ~~(4)~~
- ~~(5) Animal Services Supervisor;~~
- ~~(5)~~

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- ~~(6)~~ — Supervising Evidence Technician;
- ~~(6)~~ —
- ~~(7)~~ — Property Room Supervisor; and
- ~~(7)~~ —
- ~~(2)(8)~~ Senior Community Service Officer.

~~(b)~~ Safety Protective Footwear Reimbursement. ~~Effective July 1, 2024,~~
~~employees~~ Employees required to wear safety protective footwear in
 accordance with City Manager's Administrative Directive HR-34, and
 approved for safety protective footwear reimbursement, the City will
 authorize safety protective footwear reimbursement in the amount of ~~two~~
three hundred ~~and fifty~~ dollars (\$~~250~~300.00) 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.

13.3. Public Employees' Retirement System (P.E.R.S.)

~~The City shall contribute an amount required by the Public Employees' Retirement
 System (P.E.R.S.) to retain the present Retirement Program.~~

13.4.12.3. Deferred Compensation

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

13.5.12.4. Mileage Reimbursement for Private Vehicle Use

Mid-Management/Supervisory Level employees who use their own vehicle on City
 business on a consistent and repetitive basis will be compensated at the current
 Internal Revenue Service (IRS) rate and in accordance with the City Manager's
 Administrative Directive.

13.6.12.5. Longevity Pay

Employees hired before July 1, 2012, who by July 1, 2012, attained twelve (12)
 years of continuous employment with the City receive Longevity Pay in the amount
 of one point five percent (1.5%) of their base rate of pay.

~~(a) — Effective August 1, 2011, longevity pay shall be eliminated. The City, however,
 shall grandfather employees who have completed twelve (12) continuous years of service
 with the City as of July 1, 2012, with one and one-half percent (1 ½ %) of the top salary
 step of the employee's pay range to the employee as a professional growth.~~

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Term: July 12, 202~~63~~⁶³ – June 30, 202~~96~~⁹⁶**13.7.12.6. Call Back Pay**

- (a) ~~Supervisors Overtime eligible employees only~~ who are called back to physically return to work ~~shall will~~ be compensated ~~at least two (2) hours and forty five (45) minutes~~ for a minimum of three (3) hours of pay ~~at time and one half (1-½) times their hourly rate of pay or for all time actually worked at time and one half (1-½) times their hourly rate of pay, if eligible for overtime as defined in section 13.9 below, whichever is greater.~~
- (b) To be eligible for call back pay, both of the following conditions must be met:
 - 1) the call back must occur outside of the employee's regular work hours including scheduled overtime, and 2) the call back time worked must not be contiguous to the employee's regular work hours including scheduled overtime ~~and 3) an employee is ineligible to receive a premium for both standby and call back. For example, employees shall not receive standby pay for hours in which they are paid overtime or call back pay.~~

13.8.12.7. Standby Duty Pay

Supervisors only who are directed to remain on standby duty during their regular days off shall be paid \$3.00 per hour while assigned to be on standby. Each employee ~~so~~ assigned to "standby" is required to carry a mobile phone or other agreed upon communication device while on standby. Employees on Standby shall respond to calls received as soon as they receive them but in no case longer than thirty (30) minutes and ~~shall be able to~~ report to the work site within forty-five (45) minutes. Employees on Standby shall ensure that they available and able to return to work to perform their assigned duties. ~~An employee shall earn time and one half (1-½) for all actual time worked while on standby duty status only if eligible for overtime as defined in section 15.4 above.~~ An employee ~~shall~~ will not continue to receive the "standby" premium during actual time worked, or for any hours paid as overtime or call back. Standby ~~shall not be~~ is not considered as time ~~in "paid status because of work performed"~~ "worked" for purposes of calculating overtime.

13.9.12.8. Bilingual Pay

~~Effective July 1, 2024, job positions~~ Classifications determined by the department head requiring bilingual translation skills ~~will~~ shall receive ~~a stipend~~ bilingual pay in the amount of seventy-three dollars and eighty-five cents (\$73.85) per pay period ~~one hundred and sixty dollars (\$160.00) per month~~ for verbal translation skills, or one hundred and one dollars and fifty-four cents (\$101.54) per pay period ~~two hundred and twenty dollars (\$220.00) per month~~ for verbal and written translation skills. Employees must be upon testing and certification certified by the Human Resources Department to qualify for bilingual pay.

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The City makes no representation as to whether any of the compensation or payments in this MOU are subject to CalPERS service credit or pensionable income. Any determination by CalPERS to not fully credit the compensation and/or service time provided under this MOU is outside of the City's control.

13.11.12.10. "Y" Rate

When an employee's classification is changed to a lower paid classification as the result of a classification study or other personnel 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.

SECTION 14. SECTION 13. INSURANCE PLANS**13.1. Reopener Clause for Health Insurance**

~~14.1. If the City's general fund revenue forecast exceeds three hundred and eighty million dollars for fiscal year 2028/29 and if 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, the City will meet and confer at B&C's request regarding premium contributions for plan year 2029.~~

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

~~The City agrees at the Association's request to meet and confer regarding employer benefits and premium contributions should medical/dental/vision insurance premiums for employee-only, employee plus one dependent, or employee plus family increase by more than four percent (4%) in any one plan year.~~

14.2.13.2. Health and Welfare Benefits

- (a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental, and vision plans. Each plan shall offer an employee only, employee plus one(1) and employee plus two (2) or more dependents coverage. The City shall offer two (2) or more medical plans to regular status employees.
- (b) Eligibility. Employees shall become eligible for medical, dental, and vision insurance on the first day of the month following date of hire. An eligible

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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 of 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) — Effective July 1, 2023, the City will contribute:~~**

- ~~• Up to \$711.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.~~
- ~~• Up to \$1,290.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.~~
- ~~• Up to \$1,719.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.~~

~~(2) — Effective July 1, 2024, the City shall contribute the following:~~

- ~~• Up to \$725.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.~~
- ~~• Up to \$1,316.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.~~
- ~~• Up to \$1,753.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.~~

~~(3)~~(1) Effective July 1, 2025, the City shall contribute the following:

- Up to ~~\$740.00~~ 936.10 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- Up to ~~\$1,342.00~~ 1,698.55 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
- Up to ~~\$1,788.00~~ \$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:

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- Up to \$973.54 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- 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.
- 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.

(3) Effective January 1, 2028, the City contributes the following:

- Up to \$993.01 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- 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.
- 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:

- Up to \$1,012.88 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- 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.
- 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 shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical//dental/vision to be pre-tax premium conversion.

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

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~~(e) The City agreed to make Medicare contributions for employees hired in 1985 to 1986 who are not currently covered by Medicare, provided that such payments shall be on a going forward basis only, and such unit members shall be required to pay the employee matching contribution to Medicare. The City entered into a Section 218 Medicare Only Agreement with the Social Security Administration for this purpose, with an effective date of August 1, 2014.~~

14.3.13.3. Group Life Insurance Coverage

The City ~~shall provide~~ employees, ~~at no cost to the employee, with a group~~ term life insurance policy ~~with a value in the amount~~ of fifty thousand dollars (\$50,000). In addition, employees ~~shall have the opportunity to can~~ purchase additional voluntary life through their union or through the City's IRS 125 plan vendor.

14.4.13.4. Long Term Disability Insurance Coverage

Mid-Management/Supervisory Level employees will receive long term disability insurance coverage. Plan benefits shall be as describe in the Plan document, but shall include:

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

14.5.13.5. State Disability Insurance

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

~~The Association memberships participates in SDI at the employee's expense. The City agrees to coordinate SDI benefits with other benefits.~~

SECTION 15. SECTION 14. SALARY PLAN

For a current Salary Schedule, please check the Human Resources website at www.stocktongov.com.

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Term: July 1~~2~~, 202~~6~~~~3~~ – June 30, 202~~9~~~~6~~~~15.1.14.1. Salary Adjustments~~

- (a) Effective ~~July 12, 2026, July 1, 2023, employees~~ will receive a ~~four-two~~ percent (~~42.0~~%) Cost of Living Adjustment (COLA) to base pay.
- ~~(b) Effective July 1, 20242027, employees-all classifications will receive a three two percent (32.0%) COLA to base pay.~~
- ~~(b)~~
- ~~(c) Effective July 1, 20252028, all classifications employees will receive a three two percent (32.0%) COLA to base pay.~~
- ~~(c)~~
- ~~(d) Market adjustments will be provided in year two (2) and year three (3) of the contract as follows:~~
 - ~~a. First, the total three (3) year COLA shall be deducted from the "median" position in the market.~~
 - ~~b. Effective July 1, 2024, classifications will receive a market adjustment of no more than seven percent (7%) as outlined in Appendix A.~~
 - ~~c. Finally, effective July 1, 2025, classifications will receive the remaining percentage to bring the classification to the median of the market as outlined in Appendix A.~~

~~14.2. 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 Telecommunications Supervisors will receive a market adjustment in the amount of four point two-five percent (4.25%) to base pay.~~

~~(e) Lump Sum Payment.~~

- ~~1) Each employee who is employed in the bargaining unit as of July 1, 2024 will receive a two thousand (\$2,000) lump sum non-pensionable bonus (subject to all applicable withholdings) to be paid by the second scheduled payday in the same month.~~
- ~~2) Each employee who is employed in the bargaining unit as of July 1, 2025 will receive a two thousand (\$2,000) lump sum non-pensionable bonus (subject to all applicable withholdings) to be paid by the second scheduled payday in the same month.~~

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~~Any monthly, daily or hourly rate of pay may be converted into any equivalent rate of pay or to any other time base when such a conversion is appropriate. In determining equivalent amounts on different time basis, the City shall provide tables or the regulations for the calculation of payment for service of less than full time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.~~

15.3.14.3. ~~Salary Step after Military Leave~~

All employees who have been granted military leave shall, upon their return to the City service, be entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

15.4.14.4. ~~Salary Step when Salary Range is Increased~~

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

15.5.14.5. ~~Salary Step after Promotion or Demotion~~

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

15.6. ~~Salary On Reinstatement~~

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

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An employee who is assigned in writing to work in a higher paid classification and who performs a majority of the duties of that higher position after five (5) days, shall receive the rate of pay in a step of the higher classification which would have been received if the employee had been promoted into that classification.

The increased rate of pay will commence with the first day of the assignment; however, to qualify the employee must meet the above conditions before being eligible for Acting Pay.

15.8.14.7. Temporary Upgrade Pay

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

15.9.14.8. Pay Equity Adjustments

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

15.10.14.9. Special Assignment Pay

The department head and with the concurrence of the Director of Human Resources may approve additional compensation in an amount ~~of not to exceed one additional salary step~~five percent (5.0%) of their base rate of pay when an employee is assigned to perform additional duties and responsibilities for the duration of the special assignment.

15.11. Emergency Medical Services (EMS) Dispatcher Accreditation Pay

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

~~(b) — The City and the Association acknowledge that as of July 1, 2008, the San Joaquin County EMS Agency requires all employees of agencies providing emergency medical dispatch (EMD) services to possess and maintain accreditation through San Joaquin County, to include compliance with EMS Agency and National Academies of Emergency Dispatch (NAED) policies,~~

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~~procedures, protocol, and standards. Fire Telecommunications Supervisors are among those employees represented by the Association who must acquire and maintain accreditation by the San Joaquin County EMS Agency as a condition of providing EMD services for the City.~~

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

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

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

15.12.14.10. Salary Step Increase

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

15.13. Bi-Weekly Pay Period

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

15.14.14.11. Salary Step Plan

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

- (a) The second step will be paid upon the satisfactory completion of the probationary period.
- (b) The third step will be paid upon the satisfactory completion of one (1) year of service at the second step.
- (c) The fourth step will be paid upon the satisfactory completion of one (1) year of service at the third step.
- (d) The fifth step will be paid upon the satisfactory completion of one (1) year of service at the fourth step.
- (e) The sixth step will be paid upon the satisfactory completion of one (1) year of service at the fifth step.
- ~~(f) The seventh step will be paid upon the satisfactory completion of one (1) year of service at the sixth step.~~
- ~~(g) The eighth step will be paid upon the satisfactory completion of one (1) year of service at the seventh step.~~
- ~~(h) The ninth step will be paid upon the satisfactory completion of one (1) year of service at the eighth step. 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 6 for a given range.~~

14.12. Base Rate of Pay

~~The employees' Base Rate of Pay is their step as listed on the salary scheduled for their classification.~~

14.13 Straight Time Rate of Pay

~~The employees Straight Time Rate of Pay includes the employee's base rate of pay plus all percentage' based add pays.~~

14.14 Regular Rate of Pay

~~The employees' Regular Rate of Pay as defined by the Fair Labor Standards Act (FLSA).~~

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Term: July 1~~2~~, 202~~6~~³ – June 30, 202~~9~~⁶~~SECTION 16.~~SECTION 15. MAINTENANCE OF OPERATIONS/CITY RIGHTS

- (a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. ~~Therefore, the~~ The Association and each employee represented thereby agrees ~~that from 12:01 a.m. of July 1, 2023, through and inclusive of June 30, 2026 during the term of this MOU,~~ the Association or any person acting in its behalf, or each employee in a classification represented by the Association ~~shall~~ will not cause, authorize, engage in, encourage, or sanction a strike, unfair labor practice strike, or sympathy strike, work stoppage, slowdown, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours and other terms and conditions of employment.
- ~~(b) — An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction, that the employee is, or has, engaged in any activity prohibited by subsection (a) of this section. The City may take other action, which it deems appropriate.~~
- ~~(c) — If the City Council, by majority vote, determines to its satisfaction, that subsection (a) of this section has been violated by the Association, the City may take such remedial action, as it deems appropriate.~~
- ~~(d)~~(b) The Association recognizes the duty and obligation of its representatives and members to comply with the provisions toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by subsection (a) hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this ~~-MOU~~.
- ~~(e) The rights of the City as set forth in section 5 of Resolution No. 32,538, dated August 4, 1975, are incorporated herein by reference.~~

SECTION 17. BANKRUPCY

~~Mid-Management/Supervisory Level ("B&C") defined for the purposes of this section as including without limitation: B&C's members, bargaining unit members, officials, attorneys and affiliates) agrees that this MOU shall supersede the terms of all prior MOUs, side letters, and any other agreements between the parties as to the subjects covered herein. By voluntarily entering into this MOU, B&C agrees that this MOU shall supersede and modify the MOU between the parties dated January 1, 2009 through June 30, 2014, and all provisions of such MOU, including any increases or modifications that would have been due under the previous MOU, and that B&C voluntarily accepts the City's unilaterally-adopted changes to compensation and benefits resulting from the February 2012 Emergency Declaration.~~

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) MOU**Term: July 1~~2~~, 202~~6~~³ – June 30, 202~~9~~⁶**

~~B&C further agrees that it will not oppose the City's eligibility for chapter 9 relief. B&C agrees to support any plan of adjustment the provisions of which, as to B&C, are consistent with this MOU.~~

SECTION 18. SECTION 16. SEVERABILITY OF PROVISIONS

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

SECTION 19. SECTION 17. PAST PRACTICES AND EXISTING MEMORANDUM 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 B&C.

SECTION 20. SECTION 18. 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 shall, during the term of this MOU, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein ~~shall~~ will prohibit the parties from changing the terms of this MOU by mutual agreement.

SECTION 21. SECTION 19. DURATION OF AGREEMENT

All provisions of this MOU ~~shall be~~ effective the date of execution unless otherwise indicated, July 1, 2023 shall and will remain in full force and effect to and including the 30th day of June 30, 2026 ~~2029.~~ and shall continue thereafter from year to year unless at least sixty (60) days prior to the expiration date of June 30, 2026, either party shall file written notice with the other of its desire to amend, modify, or terminate this MOU.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) MOU**Term: July 1~~2~~, 202~~6~~3 – June 30, 202~~9~~6**

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

MID-MANAGEMENT/SUPERVISORY LEVEL CITY OF STOCKTON UNIT

APPROVED AS TO FORM:

By: _____
Almarosa Vargas
President

By: _____
Johnny Ford
City Manager

Approved as to form:
Goyette & Associates, Inc.

By: _____
Marie Guillory-Jones
Interim Director of Human Resources

By: _____
Tony Silva
Labor Representative for Association

By: _____
Michael Jarvis
Negotiator for the City

Approved as to form:

By: _____
Marci Arredondo
City Attorney