

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



JULY 1, ~~2023-2026~~, THROUGH JUNE 30, ~~2026-2029~~

Table of Contents

	<u>Page</u>
Table of Contents	i
Article 1- Recognition	4
Article 2- Union Rights.....	4
2.1. SCEA Member Payroll Deductions	4
2.1. New Hire Employee Orientation and Information Requirements.....	5
2.2. Use of City Facilities	6
2.3. Advance Notice.....	6
2.4. Attendance at Meetings by Employees.....	7
2.5. SCEA Time Bank	7
Article 3- Probation.....	8
3.1. Purpose.....	8
3.2. Original Entrance and Promotional Positions.....	8
3.3. Retention/Rejection of Probationer	9
Article 4- Performance Evaluations	9
4.1. Preparation of Draft and Discussion with Employee	9
4.2. Employee Disagreement with Rating	10
4.3. Annual Evaluations	10
Article 5- Personnel Records.....	10
5.1. Inspection.....	10
5.2. Review and Response Before Adverse Action.....	11
5.3. Request for Removal of Records	11
Article 6- Layoff	11
6.1. Layoff	11
6.2. Layoff Scope	11
6.3. Notice of Layoff	12
6.4. Precedence by Employment Status	12
6.5. Order of Layoff and Employee Options	13
6.6. Health, Dental, and Vision Benefits During Layoff	13
6.7. Voluntary Layoff.....	14
Article 7- Reemployment	14
7.1. Placement on Eligibility List for Position Held	14
7.2. Placement on Eligibility List for Qualifying Positions	14
7.3. Status Upon Reemployment	15
7.4. Temporary Employment.....	15
Article 8- Discipline.....	15
8.1. Pre-disciplinary Rights	15
8.2. Procedural Rights	15
8.3. Disciplinary Appeal Options	16
Article 9- Grievance Procedure	16
9.1. Definition.....	16
9.2. Union Grievances	16
9.3. Filing Deadline	17
9.4. Grievance Processing	17
9.5. Scope of Arbitration	19

9.6. Other Provisions	19
Article 10- Leaves.....	20
10.1. Vacation Leave.....	20
10.2. Sick Leave.....	24
10.3. Bereavement Leave	28
10.4. Jury Duty Leave	29
10.5. Court Leave.....	29
10.6. Leaves Reopener	29
10.7. Workers' Compensation Leave	31
10.8. Leave of Absence Without Pay	31
10.9. Absence Without Official Leave (AWOL).....	32
Article 11- Days and Hours of Work	33
11.1. Workweek.....	33
11.2. Meal Periods and Rest Periods	33
11.3. Hourly Employees	34
11.4. Regular Part-Time Employees	34
11.5. Job Sharing	34
11.6. Reporting to Work	34
11.7. Shift Bidding	35
Article 12- Overtime.....	35
12.1. Overtime Authorization	35
12.2. Definition	35
12.3. Temporary Upgrade Pay	36
12.4. Rest Period During Overtime.....	37
12.5. Compensatory Time Off (CTO)	37
12.6. Exempt Status of Classifications	38
Article 13- Holidays	38
13.1. Qualifying for Holiday Pay	38
13.2. Holidays Observed by the City	38
13.3. Modification of Observed Holidays	39
13.4. Floating Holidays.....	39
13.5. Holiday in Lieu.....	40
13.6. Holidays for Library Service Division Employees	40
13.7. Compensation for Holidays Not Worked.....	40
13.8. Compensation for Holidays Worked	41
Article 14- CalPERS Retirement	41
14.1. Tier 1 – For Employees Hired before December 29, 2012	41
14.2. Tier 2 – For Employees Hired after December 28, 2012	41
14.3. Tier 3 PEPPRA – For Employees Hired after December 31, 2012	42
Article 15- Miscellaneous Pay Provisions.....	43
15.1. Uniform Allowance	43
15.2. Standby Pay.....	44
15.3. Call-Back Pay.....	44
15.4. Employee Educational Assistance	45
15.5. Mileage Expense Reimbursement.....	45
15.6. Voluntary Court Standby	45

15.7.	Bilingual Pay.....	45
15.8.	Safety Protective Footwear Allowance	47
15.9.	Animal Services Protective Equipment and Vaccinations	47
15.10.	Longevity Pay.....	47
Article 16-	Insurance Plans	47
16.1.	Reopener Clause for Health Insurance	47
16.2.	Health, Dental, Vision, and Prescription Benefits	48
16.3.	Long Term Disability insurance	50
16.4.	State Disability Insurance (SDI).....	50
16.5.	Life Insurance.....	50
Article 17-	Salaries	51
17.1.	Wages	51
17.2.	Market Adjustments.....	51
17.3.	Salary Upon Appointment.....	52
17.4.	Salary Step Plan.....	52
17.5.	Salary Step After Promotion or Demotion.....	54
17.6.	Salary on Transfer.....	54
17.7.	Acting Pay	55
17.8.	Special Assignment Pay.....	55
17.9.	Temporary Upgrade Pay	55
17.10.	Pay Equity Adjustments.....	55
Article 18-	Voluntary Transfer.....	56
Article 19-	Severability of Provisions	56
Article 20-	Past Practices and Existing Memoranda of Understanding	56
Article 21-	Scope of Agreement	56
Article 22-	No Strike	56
Article 23-	Duration of Agreement	57
Appendix "A"	FLSA Exempt Job Classifications.....	A
Appendix "B"	Safety Protective Footwear.....	B

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOU~~Term: July 1, 2023 – June 30, 2026~~~~ADMINISTRATIVE, CLERICAL AND SERVICES UNIT~~~~PROFESSIONAL AND TECHNICAL UNIT~~**ARTICLE 1. RECOGNITION**

- (a) The Stockton City Employees' Association ("SCEA") is the exclusively recognized employee organization having the right to represent employees on matters within the scope of representation under the Meyers-Milias-Brown Act in these bargaining units with the City of Stockton ("City"):
- (1) Administrative, Clerical, and Services Unit ("SCEA – ACS")
 - (2) Professional and Technical Unit ("SCEA P&T")
 - (2)(3) Fire Unit ("SCEA – R")
- (b) City employees employed in one (1) of these bargaining units are referred to within this Memorandum of Understanding ("MOU") as ~~"bargaining unit employees", or just~~ "employees" unless the context requires otherwise. This MOU applies only to bargaining unit employees.
- (c) Representatives of SCEA and the City met and conferred in good faith regarding matters within the scope of representation, have freely exchanged information, opinions, and proposals, and have endeavored to reach agreement on such matters.
- (d) This MOU has been jointly prepared by the parties and is entered into in accordance with the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.) and applicable regulations of the Public Employment Relations Board (collectively herein, the "MMBA").
- ~~(e) This MOU will be presented to the City Council, as the joint recommendations of the undersigned, for the period commencing July 1, 2023, and ending June 30, 2026.~~

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

- ~~(a) Consistent with Government Code sections 1152, 1157.1, 1157.3, and 1157.12, the parties agree to the following process for making, canceling, or changing payroll deductions of SCEA membership dues, initiation fees, general assessments, payments for other membership benefit programs sponsored by SCEA, and for any other services provided by SCEA.~~
- ~~(b)(a) As certified in writing by SCEA to the City in a manner consistent with the requirement of the foregoing Government Code sections, the~~ The City will deduct the monthly Union membership dues, initiation fees, general assessments and

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

payments for membership benefits programs sponsored by SCEA, and for any other services provided by SCEA, from the salary or wages of all ~~bargaining unit~~ employees who voluntarily authorize such deductions, as certified in writing by SCEA to the City, and pay such amounts to SCEA.

- (1) All ~~bargaining~~ employee requests to cancel or change SCEA dues deductions shall be directed to SCEA.
- (2) The City shall rely upon written notification from SCEA for all employee requests to cancel or change payroll deductions for such payments.
- (3) SCEA is responsible to obtain and maintain voluntary written authorization for such payments.
- (4) SCEA deductions shall automatically renew unless written notice is provided by the authorized representative of SCEA certifying a change in such deductions.
- (5) The City shall honor any changes to such deduction amounts provided by SCEA.
- (6) SCEA may but is not required to provide a copy of individual employee authorizations to the City unless a dispute arises about the existence or terms of the authorization.
- (7) Deduction notification will be provided by SCEA via email to payroll@stocktonca.gov.
- (8) Changes, and/or cancellations, received by the City prior to the 15th of the month will be processed no later than the first pay period of the second month. ~~Example: SCEA 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 delay due to pay period processing constraints. The City will make every effort to process earlier if possible.~~

(c)(b) Hold Harmless Provision

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

2.2. New Hire Employee Orientation and Information Requirements

- (a) ~~In accordance with Assembly Bill (AB) 119, the~~ The City shall provide SCEA not less than ten (10) days' notice in advance of new hire employee orientation.

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

- (b) **30-Day New Hire Notification.** The City will provide SCEA in Excel (.xlsx) format, with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within thirty (30) days of the date of hire or by the first pay period of the month following hire.
- (c) **120-Day Bargaining Unit List.** The City will provide SCEA with a list, in Excel (.xlsx) format, of the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address for all employees in the bargaining unit during the first pay period in January, May, and September of each year.
- (d) All notifications and information provided by the City under this section ~~2.2~~ will be sent to SCEA by email to addresses designated by SCEA representatives.

2.3. Use of City Facilities

- (a) SCEA will be allowed use of space on available bulletin boards and reasonable use of City computer systems and networks for communications having to do with official SCEA business, such as times and places of meetings, provided such use does not interfere with the needs of the City.
- (b) Any representative of SCEA will give notice to the department head or designated representative when contacting department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal SCEA business will be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with individual department heads and when made will continue until revoked by the department head.
- (c) City buildings and other facilities may be made available for use by bargaining unit employees and their SCEA representative(s) in accordance with such administrative procedures as may be established by the City Manager, Director of Human Resources, or department heads concerned.

2.4. Advance Notice

- (a) Except in cases of emergency, reasonable advance written notice will be given to SCEA if affected by any ordinance, resolution, rule, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and will be given the opportunity to negotiate if requested with the designated management representatives prior to adoption. SCEA shall have fourteen (14) days to request a meet and confer. If SCEA fails to request a meet and confer

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

within this time period, it shall be deemed to have waived its right to meet and confer.

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

2.5. Attendance at Meetings by Employees

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

2.6. SCEA Time Bank

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

~~2.7. Employee Rights to Participate or Refrain from SCEA Activities~~

- ~~(a) Bargaining unit employees have the right to join and to participate in the activities of SCEA for purposes representation under the MMBA and also have the right to refrain from participation of any such activities.~~

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~6 – June 30, ~~2026~~2029

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

- ~~(b) — Bargaining unit employees have the right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the City for activities protected by the MMBA.~~
- ~~(c) — The above provisions will not be subject to the grievance procedure, herein, but will be subject to enforcement through the established administrative procedures and the provisions for enforcement of the California Government Code Section 3500 et seq.~~

~~2.1. Assignment of Classifications~~

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

ARTICLE 3. Non-Discrimination

~~The City and SCEA agree that 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.~~

~~SCEA shall cooperate with the City, to the extent authorized by Federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities, as defined by Federal and State regulations.~~

~~ARTICLE 4.~~ARTICLE 3. PROBATION**~~4.1.3.1.~~ Purpose**

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

~~4.2.3.2.~~ Original Entrance and Promotional Positions

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

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

- (b) All promotional appointments will be tentative and subject to a probationary period of not less than six (6) months but not more than twelve (12) months, as specified in the class specification.
- (c) Original and promotional probationary periods may be extended up to an additional six (6) months in those cases where the appointing authority and the Director of Human Resources agree that an extension would be beneficial to the employee and the City due to specific and documented performance problems.

4.3.3.3. Retention/Rejection of Probationer

- (a) At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority will file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee in the service is desired. The City will make a good faith effort to notify a probationary employee two (2) weeks before the end of the probationary period whether or not regular status is granted; however, a failure on the part of the appointing authority to file such a statement at the end of the probationary period will not constitute a rejection of the probationer as defined in Civil Service Rules.
- (b) During the probationary period an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment, will be reinstated to the position and salary step from which promoted unless disciplinary charges are filed and the employee is discharged in the manner provided in section 9.1 Article 8 of this MOU and in the Civil Service Ordinance and Civil Service Rules and Regulations for Miscellaneous Employees, which are consistent therewith.
- ~~(c) If an employee is rejected from their probationary period, the employee will receive the salary at the same step prior to promotion.~~

ARTICLE 5. ARTICLE 4. PERFORMANCE EVALUATIONS**5.1.4.1. Preparation of Draft and Discussion with Employee**

- (a) Performance evaluations will normally be prepared in draft form and discussed with the employee prior to finalization and inclusion in the official personnel file.
- (b) Employees will be evaluated according to the established procedures set forth in City policies. Evaluations should include, where practicable, narrative remarks to support the ratings.

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

- (c) Ratings of less than satisfactory in any of the major categories will include a statement of the deficiency, suggested plans for correction, and a timeframe for improvement.
- (d) Employees may respond in writing to a performance evaluation and have such response attached to their official personnel file.

5.2.4.2. Employee Disagreement with Rating

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

5.3.4.3. Annual Evaluations

- (a) The City may institute annual evaluations of bargaining unit employees beyond the sixth (6th) year of employment on a department-by-department basis.
- (b) In the event a supervisor or manager does not complete a represented employee's performance evaluation on time resulting in a delay in the employee's step or merit increase, the supervisor or manager will promptly complete the necessary payroll form(s) to implement the step or merit increase.

ARTICLE 6.~~ARTICLE 5.~~ PERSONNEL RECORDS**6.1.5.1. Inspection**

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

~~Employees covered by this MOU will have the right to inspect and receive a copy of records pertaining to their employment, records related to their performance or to any grievance concerning them, the contents of their official personnel file in the Human~~

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

~~Resources Department, and duplicate file kept in the department at reasonable intervals within thirty (30) calendar days of the City's receipt of a written request by the employee or their representative. This right will not extend to letters of reference, pre-employment matters, and reports concerning criminal investigations of the employee.~~

6.2.5.2. Review and Response Before Adverse Action

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

6.3.5.3. Request for Removal of Records

An employee or their representative may submit a written request to seek removal of any material placed into their official file in the Human Resources Department and the duplicate file kept in the department according to the City's Discipline Policy. This paragraph does not apply to records required by law to be kept, ~~or as set forth in section 6.4 above.~~

ARTICLE 7.~~ARTICLE 6.~~ LAYOFF**7.1.6.1. Layoff**

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

7.2.6.2. Layoff Scope

- (a) The City will designate the number of layoffs in each bargaining unit classification for each department of the City.
- (b) Departments of the City are defined as follows:
 - (1) Administrative Services
 - (2) City Attorney
 - (3) City Auditor
 - (4) City Clerk
 - (5) City Manager
 - (6) Community Development
 - (7) Community Services

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

- (8) Economic Development
- (9) Fire
- (10) Human Resources
- (11) Information Technology
- (12) Municipal Utilities
- (13) Police
- (14) Public Works

7.3.6.3. Notice of Layoff

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

7.4.6.4. Precedence by Employment Status

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

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

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

The following provisions will apply in computing total continuing service:

- (a) Time spent on military leave will count as service in the event the leave was taken subsequent to entry into regular status City employment.
- (b) Time worked in extra help, seasonal, provisional, temporary, grant or other limited term status will not count as service.
- (c) Time worked in a regular status or probationary status will count as service.

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

- (d) If two (2) or more employees have the same seniority, the order of seniority will be determined by their respective ranking on the eligibility list for hire.
- (e) If two (2) or more employees have the same seniority, but were not hired from a ranked eligibility list, the order of seniority will be determined by lot.
- (f) If two (2) or more employees have the same seniority, but were hired from separate ranked eligibility lists, the order of seniority will be determined by lot.
- (g) Regular status part-time employees will not have the right to bump regular status full-time employees.

7.5.6.5. Order of Layoff and Employee Options

Reduction in force will occur in the following order:

- (a) The least senior employee occupying the position(s) being eliminated will be the first laid off. The incumbent designated for layoff will have the options noted below:
 - (1) Displacing the least senior employee occupying the same or comparable classification, Citywide.
 - (2) Exercising seniority by returning to the classification in which the employee had prior status, thus displacing the employee working in that classification who has the least seniority.
- (b) Seniority for the purposes of application of the layoff procedure ~~in Article 7~~ is determined by total City employment, excluding employment as an extra help, seasonal, provisional, or temporary employee.
- (c) Comparability of employee classifications for the purposes of application of the layoff procedure ~~in Article 7~~ will mean the exact salary and similar duties as determined by the Director of Human Resources. Employees must meet the minimum qualifications of the comparable classification.
- (d) An employee displaced ~~in accordance with this section 7.5~~ will be laid off in the same manner as an employee whose position has been abolished.

7.6.6.6. Health, Dental, and Vision Benefits During Layoff

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

to the City, according to City regulations, and the employee must otherwise meet eligibility requirements for continued coverage.

7.7.6.7. Voluntary Layoff

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

- (a) For payroll purposes, the employee will be treated as being on approved leave of absence without pay for up to twelve (12) months.
- (b) The employee will have the option to either retain sick leave and/or vacation balances for up to one (1) year in anticipation of reemployment or be paid off for those leaves if and to the extent permitted under this MOU, City policy, or applicable law.
- (c) The names of employees who elect to be voluntarily laid off will be placed on a reemployment list ~~s in accordance with Article 8 of this MOU.~~

ARTICLE 8.~~ARTICLE 7.~~ REEMPLOYMENT**8.1.7.1. Placement on Eligibility List for Position Held**

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

8.2.7.2. Placement on Eligibility List for Qualifying Positions

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

Employees placed on said list or lists will be at the head of the eligibility list for the class of positions for which qualified as hereinabove set forth and will be given preference in filling vacancies except for those persons placed on said lists or lists of reemployment in the same position previously held. An employee who waives reemployment to a full-time

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

position three (3) times will have their name removed from this reemployment list unless mutually agreed to by the Department and employee. Upon certification for appointment to a new position never having been held by this employee, they will be subject to the a new probationary period provided in Article 4 of this MOU.

8.3.7.3. Status Upon Reemployment

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

8.4.7.4. Temporary Employment

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

ARTICLE 9.~~ARTICLE 8.~~ DISCIPLINE**9.1.8.1. Pre-disciplinary Rights**

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

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

- (a) Notice of proposed discipline.
- (b) Date(s) proposed discipline will be effective.
- (c) Reasons for the proposed discipline, the specific grounds, and particular facts upon which the action is taken.
- (d) The employee must be provided with any written materials, reports, and documents upon which the action is based.
- (e) Ten (10) working days in which an employee or the employee representative may respond either orally or in writing to the department head.

9.2.8.2. Procedural Rights

- (a) The department head upon authorization of the Director of Human Resources may place an employee on paid administrative leave pending the completion of the investigative or pre-disciplinary processes.

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

- (b) ~~Civilian bargaining unit employees~~ Employees of the Police Department have all the procedural rights afforded by Government Code section 3508.1.

9.3.8.3. Disciplinary Appeal Options

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

- (a) File no appeal, in which case the adverse action will become final after ~~the tenth~~^{ten} (10th) working days following the employee's receipt of the notification of the adverse action.
- (b) File an appeal with the Civil Service Commission within ten (10) working days following the employee's receipt of written notification of the adverse action. Filing an appeal with the Civil Service Commission bars use of grievance procedure ~~contained in Article 10~~ to appeal the same adverse action. The appeal must be served by personal service, fax, electronic mail with delivery confirmation, or certified mail.
- (c) File a grievance ~~as provided for in Article 10~~ within ten (10) working days by personal service, fax, electronic mail with delivery confirmation or certified mail following the employee's receipt of written notification of the action.

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

ARTICLE 10.ARTICLE 9. GRIEVANCE PROCEDURES**10.1.9.1. Definition**

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

9.2. Union Grievances

SCEA may file a grievance in its own name, without identifying an individual grievant, where the grievance concerns (i) a matter affecting the bargaining unit generally or (ii) a

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

violation of union rights under this MOU. A grievance filed under this section shall be submitted in writing to the Director of Human Resources and shall state with particularity the specific provision alleged to have been violated, a statement of the facts comprising the violation, and the requested remedy. All other requirements and timelines of this Article apply.

10.2.9.3. Filing Deadline

- (a) No grievance involving demotion, suspension, reduction in pay, discharge or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) working days following the date on which the affected employee received written notification by certified mail or personal service of the adverse action.
- (b) All other grievances must be filed within twenty (20) working days from the time the employee knew or had reason to know of the facts giving rise to the grievance.
- (c) By mutual written agreement of the Director of Human Resources and SCEA, the time limits contained in this grievance procedure may be extended or waived.

10.3.9.4. Grievance Processing**(a) Step 1—Departmental Review**

Any employee claiming to have a grievance shall submit the grievance in writing to the employee's direct supervisor. If the employee's direct supervisor is unavailable or is the subject of the grievance, the employee shall submit the grievance to the department head. The department head shall post, or otherwise communicate in writing to all employees in the department, the name and contact information of the designated Step 1 recipient. If the grievance is not resolved within twenty (20) working days from the day of presentation, the procedures hereinafter specified may be invoked. Any employee claiming to have a grievance may discuss the complaint with such management official in the department where employed as the department head may designate. If the issue is not resolved within the department within fifteen (15) working days from the day of presentation or if the employee elects to submit the grievance directly to SCEA, the procedures hereinafter specified may be invoked.

(b) Step 2—Director of Human Resources Review

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

- a. The specific policy, rule or provision which is alleged to have been violated;
 - b. A statement of facts comprising the violation; and
 - c. The requested remedy.
- (2) SCEA may file and process grievance(s) on behalf of the specifically named employee.
 - (3) The Director of Human Resources will have twenty (20) working days in which to investigate the issues and respond in writing to the appeal.
 - (4) No grievance may be processed to Steps 3 and 4 that has not first been filed and investigated in accordance with this paragraph, unless the Director of Human Resources fails to respond within the twenty (20) working day limit.

(c) Step 3—Voluntary Mediation

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

(d) Step 4—Binding Arbitration

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT**(e) Effect of Decision**

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

10.4.9.5. Scope of Arbitration

- (a) No arbitrator will entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented by SCEA and unless such dispute falls within the definition of a grievance ~~as set forth in section 10.4.~~
- (b) ~~Notwithstanding the provisions of section 10.4(a) of this MOU, proposals~~ Proposals to add to or change this MOU or written agreements or addenda supplementary hereto will not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section. No arbitrator selected pursuant to this section will have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- (c) No changes in this MOU or interpretations thereof (except interpretations resulting from arbitration proceeding hereunder) will be recognized unless agreed to by the City Manager and SCEA.

10.5.9.6. Other Provisions

- (a) Complaints which allege the employee is not being compensated in accordance with the provisions of this MOU will be considered as grievances and processed ~~pursuant to section 10.3.~~ Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the ~~Memorandum MOU~~ which results from such meeting and conferring process will be deemed withdrawn until the meeting and conferring process is next open for such decision. Employees agree to diligently check paychecks for errors. Arbitration of disputes over compensation under the Fair Labor Standards Act (FLSA) or the California Labor Code is permissive rather than mandatory.
- (b) Specified time limits may be modified only in writing. All appeals and responses must be provided in writing.
- (c) The grievant and employee-witnesses will be provided release time without loss of pay for all required meetings with management as well as for attendance at and participation in the arbitration hearing.

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

- (d) The provisions of this Article will not abridge any rights to which an employee may be entitled under the Stockton Municipal Code and ~~/or~~ Civil Service Rules and Regulations for Miscellaneous Employees, nor will it be administered in a manner which would abrogate any power which, under the Stockton Municipal Code and ~~/or~~ Civil Service Rules and Regulations, may be within the sole province and discretion of the Civil Service Commission.
- (e) All grievances ~~of employees in representation units represented by SCEA~~ will be processed under this Article. If the Stockton Municipal Code ~~and/or~~ Civil Service Rules and Regulations for Miscellaneous Employees require that a differing option be available to the employee provide an alternative process or remedy for resolution of the dispute or appeal, the grievant may elect either that alternative process or this grievance procedure, but not both, no action under section 10.3(d) will be taken unless it is determined that the employee is not utilizing such option.
- ~~(f) No action under section 10.3 will be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.~~
- ~~(g)~~(f) In the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute their judgment for the judgment of management and if the findings are that the City had such right, the arbitrator may not order reinstatement and may not assess any penalty upon the City. If an arbitrator did not find just cause, any award by an arbitrator that requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award

ARTICLE 11.ARTICLE 10. LEAVES**11.1.10.1. Vacation Leave****(a) Vacation Allowance**

- (1) ~~Effective July 1, 2012, all full-time bargaining unit employees~~Employees,
~~excluding Fire assigned to a fifty-six (56) hour workweek, will~~
~~accrue vacation leave~~per pay period with pay in accordance
with the following schedules:

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

<u>Months of Continuous Service</u>	<u>Hours Per Pay Period</u>
<u>Less than eighteen (18)</u>	<u>3.08</u>

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

<u>Eighteen (18) or more but less than ninety (90)</u>	<u>4.15</u>
<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>

<u>Years of Continuous City Service</u>	<u>Annual Vacation Allowance</u>
<u>1.5 years or less</u>	<u>80 hours</u>
<u>1.5 years to 7.5 years</u>	<u>108 hours</u>
<u>7.5 years to 15 years</u>	<u>144 hours</u>
<u>15 years to 25 years</u>	<u>189 hours</u>
<u>Over 25 years</u>	<u>One additional 7-hour day for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 196 hrs., 27 yrs. equals 203 hrs., 28 yrs. equals 210 hrs., etc.)</u>

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

<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>
<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>

<u>Years of Continuous City Service</u>	<u>Annual Vacation Allowance</u>
<u>1.5 years or less</u>	<u>120 hours</u>
<u>1.5 years to 7.5 years</u>	<u>148 hours</u>
<u>7.5 years to 15 years</u>	<u>188 hours</u>
<u>15 years to 25 years</u>	<u>229 hours</u>
<u>Over 25 years</u>	<u>One additional 7-hour day for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 236 hrs., 27 yrs. equals 243 hrs., 28 yrs. equals 250 hrs., etc.)</u>

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~²⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

- (2) ~~Bargaining unit employees~~ Employees scheduled to work less than full-time will receive vacation benefits on a proportional basis.
- (3) ~~Bargaining unit employees~~ Employees will accrue vacation on a per pay period basis.

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

- ~~(4) Effective July 1, 2012, Fire Telecommunicators assigned to a 56-hour workweek will accrue vacation leave with pay in accordance with the following schedule:~~

Years of Continuous City Service	Annual Vacation Allowance
1.5 years or less	120 hours
1.5 years to 7.5 years	162 hours
7.5 years to 15 years	216 hours
15 years to 25 years	283.5 hours
Over 25 years	An additional 10.5 hours for each completed year of service in excess of 25 years (e.g. 26 yrs. equals 294 hrs., 27 yrs. equals 304.5, 28 yrs., equals 315 hrs., etc.)

~~(c)~~ (b) **Maximum Vacation Accrual**

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

~~(d)~~ (c) **Maximum Vacation Accrual Caps**40-Hour Work Week Employee – FLSA Non-Exempt

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

26 years	328 hours (41 days for 8-hour shift)
27 years	336 hours (42 days for 8-hour shift)
28 years	344 hours (43 days for 8-hour shift)
29 years	352 hours (44 days for 8-hour shift)

40-Hour Work Week Employee – FLSA Exempt

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

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

56-hour Employee

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

(e)(d) Vacation Scheduling

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

(f)(e) ~~Cash Payment Option~~ Vacation Sellback

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~ – June 30, ~~2026~~2029

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

~~An employee may elect to receive cash payment up to a maximum of forty (40) hours of their accumulated vacation balance effective for FY 2023/2024 and FY 2024/2025 only, and 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 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.~~

(a) Vacation Cash Out Upon Separation

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

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

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

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

~~(3)~~(2) All regular part-time ~~bargaining unit~~ employees will accrue sick leave on a prorated basis.

~~(4)~~(3) Unused sick leave will accumulate from year to year with no maximum accrual. Employees will continue to accrue sick leave while off duty on authorized sick leave; provided, however, an employee will not accrue sick leave during any leave or leaves of absence without pay ~~granted to the employee.~~

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT**~~(b) Permitted Uses of Sick Leave~~**

~~(5) Upon written request, employees will be entitled to use accrued paid sick leave when absent from work for diagnosis, care, or treatment of an existing health condition of the employee or a family member, as listed below, or one (1) person designated in writing by the employee for the calendar year, for preventive care (physicals, flu shots, etc.) of the employee or a family member, for an employee who is a victim of domestic violence, sexual assault or stalking to obtain relief, including medical attention and psychological counseling.~~

~~(6) Family member includes a child (a biological, adopted, foster, step, legal ward, or child to whom the employee stands in loco parentis without age or dependency status restrictions), parent (biological, adoptive, foster parent, stepparent, legal guardian or a person who was in loco parentis when the employee was a minor), parent-in-law (through a spouse or registered domestic partner), spouse, registered domestic partner, grandparent, grandchild, sibling, an employee's legal guardian, a legal guardian of an employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child.~~

~~(c) Protected Nature of Family Sick Leave~~

~~In accordance with the Health Workplaces/Healthy Families Act of 2014 (HWHF) and "Kin Care" under Labor Code section 233, the City will not discharge, threaten to discharge, demote, suspend, or otherwise discriminate based on the use of paid sick days, for attempting to exercise the right to use paid sick days, or for filing a complaint or opposing any policy or practice prohibited by the HWHF or the Kin Care law.~~

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

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

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

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT~~(7) For the first time in a six (6) month period, a Memorandum of Discussion.~~~~(8) For the second time within a six (6) month period, a Letter of Reprimand.~~~~(9) For any subsequent time within a six (6) month period, suspension from work; or at any time four (4) or more incidents occur within a six (6) month period, the employee may be discharged.~~~~The six (6) month period will be defined as six (6) months from the most recent incident.~~~~Any Memorandum of Discussion or Letter of Reprimand regarding failure to notify the City as provided herein, which is more than twelve (12) months old, will be removed upon the request of the employee if no additional incidents occur during the twelve (12) months period.~~~~(e) Eligibility Verification~~~~(10) Before being paid for the use of accrued sick leave, the employee will submit a signed statement to the department head, on a prescribed form, stating the dates and hours of, and reason for, the absence. The employee is not required to provide protected health information to use sick leave. When using family sick leave or Kin Care, the employee may be required to disclose the relationship to the employee to confirm eligibility. If an employee doesn't return to work prior to the preparation of the payroll, other arrangements may be made with the department head.~~~~(11) Doctor's Certificate or Other Proof. The employee's department head may require a doctor's certificate or other reasonable proof of illness as they deem necessary for an employee to receive an excused absence from work and sick leave pay. The employee will be given notice prior to returning to work that they will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay. If an employee's illness results in an absence from work for three (3) consecutive work days or more, a doctor's certificate, or other reasonable proof of illness may be required including a return-to-work medical certification prior to employee's return to duty. In addition, the City may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification. Department heads will give their employees the benefit of the doubt and will not frequently or arbitrarily request doctor's notes for routine personal illness, recognizing a~~

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

~~considerable amount of time and expense is required to attend a medical visit to obtain a doctor's note for work.~~

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

~~(12) If the City has a reasonable basis to believe that an employee is misusing paid sick leave, before proposing any formal discipline the City or the employee's supervisor must first meet with the employee to: 1) explain the reasonable basis for the believed misuse, and 2) discuss the reasons for the employee's absence. The employee has the right to SCEA or other representation at such meeting. The employee is not required to provide protected health information to use sick leave. The City will comply with the HWHF when determining whether any proposed formal discipline is justified.~~

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

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

~~(13) Was hospitalized during the period for which sick leave is claimed, or~~

~~(14) Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.~~

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

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

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

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

~~(i) **Sick Leave Retention Benefit**~~

~~After subtracting the equivalent of one full year of service credit (2,080 hours), which may be applied to CALPERS service credit, any balance remaining upon~~

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

~~separation will be paid as follows to employees who have remained in City service until the dates specified:~~

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

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

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

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

~~11.3. Other Leaves With pay~~**~~11.4.10.3.~~ Bereavement Leave**

- (a) In the event of a death ~~in the of an~~ immediate family ~~of an employee member~~, the employee ~~shall, upon request, will~~ be granted up to ~~three five (35)~~ days bereavement leave ~~with pay without charge to 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 may use any other paid leave for the remaining an additional two (2) days of bereavement leave, which shall be charged against the employee's accumulated sick leave or vacation leave. For the purposes of this paragraph, the immediate Immediate family shall be~~ restricted to the employee's parents, spouse, ~~mother-in-law, father-in-law parent-in-law~~, child, son-in-law, daughter-in-law, ~~stepchild, brother, sistersibling~~, brother-in-law, sister-in-law, grandparent, grandchild, and registered domestic partner.
- (b) 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.
- (c) ~~Bereavement Leave will not be counted against the employee under the City's absence control policy when evaluating the employee's work performance.~~

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT**11.5.10.4. Jury Duty Leave**

When an employee is summoned to jury duty they will promptly inform their supervisor and, if required to serve, may be absent from work without loss of wages or use of accrued leave while rendering such service (including travel time). ~~Jury fees received by an employee, if any, will be remitted to the City within fifteen (15) days after they are received, exclusive of any meal, expense, and/or travel reimbursements.~~ Upon being excused from the court each day, the employee must return to work if they have more than four (4) hours remaining before the end of their workday. ~~Jury duty leave will be considered time worked for pay and overtime calculation purposes.~~

11.6.10.5. Court Leave

Time spent by a ~~bargaining unit~~ employee traveling to/from and attending or appearing in any court or tribunal for any civil or criminal matter ~~as a non-party witness~~ where the employee's attendance results from performance of their official duties as a City employee ~~will be~~ considered time worked. ~~Time spent by a bargaining unit employee traveling to/from and attending or appearing in any court or tribunal for any civil matter as a defendant, respondent, or co-defendant with the City of Stockton arising from the employee's official duties as a City employee will be considered time worked. Employees assigned to the Police Department who report to Court on a regularly scheduled day off will be compensated at a minimum two (2) hours and forty five (45) minutes, pursuant to section 15.4.~~

10.6. Leaves Reopener

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

(d) ~~Military and Military Spouses Leave~~

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

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

~~(3) — Additionally, qualified bargaining unit employees will be given up to ten (10) days leave during that time in which the employees spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay. Qualifying employees are employees who work an average of twenty (20) hours per week and have a spouse or domestic partner who is serving as: (i) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or (ii) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict. Qualifying employees who wish to request this leave must provide the department with a written request for such leave within two (2) business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the department certifying that the military member will be on military leave from deployment.~~

~~(4) — All regular status employees in the service of the City will be allowed leave of absence without pay for the duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California. Said employees will be reinstated in the position they held when they were inducted into Military Service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.~~

~~(5) — In the case of a probationary employee having served a minimum probationary period of six (6) months at the time of induction, it will be optional for the department head and the City Manager to grant regular status to said employee before induction.~~

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

~~(7) — Two (2) or more regular status employees granted military leave of absence without pay from the same position will be reemployed according to their seniority of employment providing they are physically fit as above specified.~~

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT**~~(e) Parental Participation in Children's School Activities~~**

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

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

~~11.7.10.7.~~ Workers' Compensation Leave

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

(b) Forms and Procedures

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

~~11.8.10.8.~~ Leave of Absence Without Pay**(a) Entitlement**

Employees will not be entitled to a Leave of Absence Without Pay as a matter of right, but only upon the determination of the City that it is in the best interest of public service and that there is a presumption the employee intends to return to

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

work upon the expiration of the leave of absence. The granting of a leave of absence provides the employee the right to return to the position vacated.

(b) Approval

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

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

- (c) An employee on a leave of absence without pay has an option to participate in the Health benefits plan by monthly prepayment of the required premium to the City.
- (d) Maternity/Pregnancy/Paternal/Adoption Leave

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

11.9.10.9. Absence Without Official Leave (AWOL)**(a) Refusal of Leave or Failure to Return After Leave**

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

(b) Voluntary Resignation

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT**~~ARTICLE 12.~~ARTICLE 11. DAYS AND HOURS OF WORK****~~12.1.~~11.1. Workweek**

- (a) The normal workweek for employees in this unit consists of a "5/40" work schedule (i.e. five (5) consecutive eight (8) hour workdays for a total of forty (40) hours in a seven (7) day work period) or a "9/80" work schedule (i.e. eight (8) nine (9)-hour workdays plus one (1) 8-hour workday consisting of eighty (80) hours worked in a fourteen (14) days; the seven (7) day work period on the 9/80 schedule is defined as mid-shift Friday to mid-shift Friday). Where operational requirements of a department require deviations from the present schedule, the department head with concurrence of the Director of Human Resources and the approval of the City Manager, may institute alternate work schedules provided that such schedules conform to work period requirements of Fair Labor Standards Act and the City meets and confers with SCEA concerning the proposed schedule change(s) before implementation.
- (b) Employees occupying part-time positions will work such hours and schedules as the department head will prescribe.
- ~~(c) Telecommunications Personnel assigned to the Fire Department will work an average of fifty-six (56) hours in a seven (7) day work period.~~

~~12.2.~~11.2. Meal Periods and Rest Periods

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT**12.3.11.3. Hourly Employees**

- (a) Employees working nineteen and one-half (19.5) hours a week or less (substitutes), may only work a total of 1,014 hours or less during any twelve (12) month period.
- (b) SCEA will be provided with a listing of all nineteen and one-half (19.5) hours or less employees related to classifications within this bargaining unit. This listing will be provided quarterly.
- (c) Overtime will not be worked by nineteen and one-half (19.5) hour or less employees (substitutes), if full-time or regular part-time employees are available for such overtime work.

12.4.11.4. Regular Part-Time Employees

- (a) Regular part-time employees (those employees regularly scheduled to work 20 hours or more per week) will be provided prorated sick leave and vacation benefits according to existing practice; will be eligible to participate in health and welfare benefits on a prorated basis according to provisions of this MOU and will receive merit increases based upon the proration of time worked to the total hours in a full year of employment.
- (b) The City will not employ hourly personnel in order to reduce the number of regular part-time employees which existed at the execution of this MOU.

12.5.11.5. Job Sharing

- (a) Any two regular status full-time employees within the same department holding positions in the same classification may petition their department head in writing to allow them to share one (1) of said positions.
- (b) The approval of a job share position will be at the sole discretion of the City and must be approved in writing by the Director of Human Resources prior to implementation. The entrance into and termination of such job sharing will be at the sole discretion of the City.
- (c) Employees who request and have approved job-sharing arrangements will be entitled to the rights and benefits which accrue to regular part-time employees.

12.6.11.6. Reporting to Work

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

- (1) For the first time in a six (6) month period, a Memorandum of Discussion.
 - (2) For the second time within a six (6) month period, a Letter of Reprimand.
 - (3) For any subsequent time within a six (6) month period, suspension from work; or at any time four (4) or more incidents occur within a six (6) month period, the employee may be discharged.
- (b) If an employee reports to the worksite after the designated starting time, the employee will be paid only for time actually worked; however, the employee may be allowed to utilize vacation leave for lost pay, provided the employee's supervisor approves.
- (c) Any Memorandum of Discussion or Letter of Reprimand regarding tardiness which is more than eighteen (18) months will not be considered in any subsequent discipline.

12.7.11.7. Shift Bidding

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

ARTICLE 13.ARTICLE 12. OVERTIME**13.1.12.1. Overtime Authorization**

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

13.2.12.2. Definition

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

- (a) Unless otherwise provided below, statutory overtime will be paid on ~~actual~~ time worked in excess of forty (40) hours in any seven (7) day FLSA work period. Such overtime will be paid at ~~time one~~ and one-half (1½) 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, vacation, floating holidays, jury duty leave, bereavement leave, and sick leave ~~hours taken will be~~are considered

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

as time worked. ~~Vacation, or other compensated time off will not be considered as actual time worked for overtime calculation purposes.~~

- ~~(b) Except Fire assigned to a fifty-six (56) hour workweek and bargaining unit employees working an alternative work schedule, all time worked in excess of forty (40) hours per seven (7) day workweek will be compensated at the overtime rate.~~
- ~~(c) Fire work twenty-four (24) hour shifts, resulting in a regular schedule averaging 2912 hours per year / 56 hours per week (832 hours of overtime). In approximately year 2000, the parties agreed to add the regularly scheduled FLSA overtime pay into the base, in order to ensure a regular and level payment of overtime over the course of a year. This methodology withstood a legal challenge in Hughes, et al. v. City of Stockton, et al. For additional overtime hours, the City will pay overtime at one and one-half (1½) time the employee's regular rate of pay for all hours worked over fifty-six (56) in a workweek.~~
- ~~(d) Except as otherwise provided in section 14.2, bargaining unit employees who are not regularly scheduled to work holidays will be paid for a regular day plus time and one-half (1½) for actual time worked on a holiday observed by the City.~~
- ~~(e) Police and Fire will be compensated for work on holidays as set forth in section 14.2.~~
- ~~(f) When the City Manager has declared a state of emergency and such action is approved by the City Council, time worked by employees will be paid for at their straight time. Work in excess of forty (40) hours in any workweek will be paid at time and one-half (1½).~~
- (g)(b)** Fire Telecommunication employees who have traded their normal work shift with another employee are not eligible for overtime for the hours that were their normal hours of work. Shift trades will be cancelled if an employee is required to work mandatory overtime.

13.3.12.3. Temporary Upgrade Pay

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT**13.4.12.4. Rest Period During Overtime**

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

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

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

(b) CTO in Lieu of Overtime Compensation

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

(c) Use

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

(d) Maximum Accrual

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

~~(e) Elimination of CTO for Fire~~

Effective January 1, 2009, Fire assigned to a 56-hour workweek will no longer accrue or use CTO and will be paid at their regular rate of pay for all accrued and unused CTO hours on or about January 7, 2009; provided,

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

~~however, any Fire Telecommunicator having any approved leave request(s) for CTO for time off work through January 31, 2009, will be permitted to use the approved CTO leave.~~

13.6.12.6. Exempt Status of Classifications

The ~~parties have agreed that the~~ classifications listed in Appendix "A" are exempt from overtime as provided by the Fair Labor Standards Act and ~~will be~~^{are} considered Exempt in the City's pay policies ~~and for the accrual of vacation.~~

ARTICLE 14.~~ARTICLE 13.~~ HOLIDAYS**14.1.13.1. Qualifying for Holiday Pay**

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

14.2.13.2. Holidays Observed by the City

- (a) ~~Effective upon the first full pay period following ratification of this MOU by SCEA Unit and 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 holiday on the dates indicated:

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT**(14) Birthday Holiday**

- (b) For employees on a Monday through Friday workweek, if holidays fall on a Sunday, the following Monday will be observed. If holidays fall on Saturday, the preceding Friday will be observed.
- (c) For employees in the Police Department on a shift schedule, holidays will be observed on the actual holiday.
- (d) In order to receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.

13.3. Modification of Observed Holidays

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

13.4. Floating Holidays

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

~~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.~~

~~As set forth in section 13.2, subdivision (d), above bargaining unit employees who are not regularly scheduled to work holidays will be paid for a regular day plus time and one-half (1½) for actual time worked on a holiday observed by the City.~~

13.5. Birthday Holiday

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT**13.6. Holiday in Lieu**

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

~~All regular status employees in positions allocated to the Police Department who are assigned to shifts (phase days) will receive, in addition to their normal compensation, one workday's worth of pay for each of the holidays listed in section 14.2, on which the employee does not work. Such employees required to work a holiday on a hire-back basis, will be compensated at time and one-half (1-½), in addition to their normal compensation and paid holiday. Such employees required to work a holiday on a regularly scheduled basis will be compensated at time and one-half (1-½) overtime in addition to their normal compensation.~~

- ~~(c) Fire assigned to a fifty-six (56) hour workweek will receive, in addition to their normal compensation, twelve (12) hours pay for each of the holidays listed in section 14.2 above.~~
- ~~(d) For bargaining unit employees on a Monday through Friday workweek, if holidays fall on a Sunday, the following Monday will be observed. If holidays fall on Saturday, the preceding Friday will be observed.~~
- ~~(e) For bargaining unit employees in the Police Department on a shift schedule, holidays that fall on Saturday or Sunday will be observed on Saturday or Sunday respectively.~~

14.3.13.7. Fixed Holidays for Library Service Division Employees

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

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

14.4.13.8. Compensation for Holidays Not Worked

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

~~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 dayworth 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 worth of holiday pay at their regular rate of pay, actual hours worked will be paid at the time and one half 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).~~

14.5.13.9. Compensation for Holidays Worked

~~If an employee works on a holiday, the employee will receive a regular workday worth of holiday pay at their straight time rate of pay, actual hours worked will be paid at time and one half of their regular rate of pay, and holiday hours will not be counted as time worked. If an employee works only partial hours on a holiday, partial holiday hours will be counted as time worked for FLSA overtime calculation purposes (up to the employee's normal workday). Prior approval for holiday work must be secured from the department head or designee.~~

ARTICLE 15.ARTICLE 14. CalPERS Retirement Contribution Supplement**14.1. Tier 1 – For Employees Hired before December 29, 2012**

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

~~These employees receive the following optional CalPERS retirement benefits:~~

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

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

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

~~These employees receive the following optional CalPERS retirement benefits:~~

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

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

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

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

These employees receive the following optional CalPERS retirement benefits:

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

15.1 Retirement Contribution Supplement

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

~~(b) For employees hired on or before December 28, 2012, the City's CalPERS retirement plan was modified to reflect two percent (2%) at age fifty-five (55), effective January 1993.~~

~~(c) For employees hired on or before December 28, 2012, the City's CalPERS retirement plan was modified to reflect Section 21024 (Military Service Credit as Public Service) and Section 21027 (Military Service Credit for Retired Persons) of the California Government Code, pursuant to Ordinance Number 009-93 adopted by the City Council on May 13, 1993.~~

~~(d) For employees hired on or before December 28, 2012, the City will continue to provide CalPERS California Government Code Section 20692 (Employer Paid Member Contributions as Compensation), except employees not eligible for EPMC when an employee is paying the employee contribution.~~

~~(e) For employees hired on or before December 28, 2012, the City will continue to provide CalPERS California Government Code Section 20965 (Credit for Unused Sick Leave) as added CalPERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.~~

~~(f) For employees hired on or before December 28, 2012, the City will continue to provide CalPERS California Government Code Section 21335 (5% Annual Cost of Living Allowance Increase) as added CalPERS benefits, which was effective upon adoption by~~

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~²⁴ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

~~the Stockton City Council and CalPERS Administration Board. The intended implementation date base year was 2001.~~

~~(g) PERS Benefits for Employees hired on or after December 29, 2012~~

~~(1) Employees with Reciprocity:~~

~~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 six (6) months and considered classic employees by PERS AB 340, will be subject to the PERS 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 will pay the entire employee contribution of seven (7%) percent to the California Public Employees Retirement System (CalPERS).~~

~~(2) Employees without Reciprocity:~~

~~Employees hired on or after January 1, 2013, will be subject to the AB340 PERS pension formula of 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 will pay fifty percent (50%) of the City normal cost rate for the two percent (2%) at sixty-two (62) as determined by CalPERS.~~

~~(h) The City will continue to provide CalPERS California Government Code Section 21574 (Fourth Level of 1959 Survivor Benefits) as added PERS benefits, pursuant to Ordinance Number 016-97 adopted by the City Council on June 23, 1997.~~

ARTICLE 16. ARTICLE 15. MISCELLANEOUS PAY PROVISIONS

16.1.15.1. Uniform Allowance

~~Effective July 1, 2024, bargaining unit employees in the following classifications who are required to wear uniforms will be paid and receive an annual uniform allowance of one thousand dollars (\$1,000.00), one-half payable in April and one-half payable in October thirty-nine dollars and forty-two cents (\$39.42) per pay period:~~

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

~~(b) Effective July 1, 2024, bargaining unit employees in the following classifications who are required to wear uniforms will be paid an annual uniform allowance of one~~

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT~~thousand twenty five dollars (\$1,025.00), one half payable in April and one half payable in October:~~

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

16.2.15.2. Standby ~~Duty~~ Pay

Employees assigned to standby duty will be paid three dollars (\$3.00) per hour while assigned to be on standby. Each employee ~~so~~ assigned to "standby" is required to carry a mobile phone or other agreed upon communication device while on standby. Standby will be assigned based on departmental policy. ~~, and the City agrees to meet with SCEA regarding standby department policies. An employee will earn time and one half (1-½) for all actual time worked while on standby duty status only if eligible for overtime as defined in section 13.2 above.~~ An employee will not continue to receive the "standby" premium during actual time worked, or for any hours paid as overtime or call back. Standby ~~will is~~ not ~~be~~ considered as time in ~~"paid status because of work performed"~~worked for purposes of calculating overtime.

16.3.15.3. Call-Back Pay

When an overtime eligible employee is called back to physically return to work from off duty status, the employee will be compensated for a minimum of ~~two (2) hours and forty-five (45) minutes~~three (3) hours of pay ~~at time and one half (1-½) or actual time worked at time and one half (1-½), if eligible for overtime as defined in section 13.2 above, whichever is greater. An employee may elect compensatory time off (CTO) in lieu of payment for overtime consistent with the provisions set forth in section 13.4.~~

When authorized by the department, overtime eligible employees who are contacted and who provide remote support via telephone, Internet, or network connection will be paid ~~time and one half (1-½)~~ for time worked in fifteen (15) minute intervals, ~~if eligible for overtime as defined in section 13.2 above.~~ Intervals cannot be compounded or overlapped.

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

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

- (a) The call-back must occur outside of the employee's regular work hours; including overtime.
- (b) The call-back time worked must not be contiguous to the employee's regular work hours; including overtime.
- ~~(c) An employee is ineligible to receive a premium for both standby and call back. For example, employee will not receive standby pay for hours in which they are on paid overtime or call back pay.~~

16.4.15.4. Employee Educational Assistance

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

16.5.15.5. Mileage Expense Reimbursement

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

16.6.15.6. Voluntary Court Standby

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

16.7.15.7. Bilingual Pay

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT**~~16.8. Emergency Medical Services (EMS) Dispatcher Accreditation Pay~~**

- ~~(a) The City and SCEA acknowledge that California Health and Safety Code Section 1797.220 directs the local emergency medical services (EMS) agency to establish policies and procedures to assure medical control of the emergency medical system.~~
- ~~(b) The City and SCEA acknowledge that as of July 1, 2008, the San Joaquin County EMS Agency requires all employees of agencies providing emergency medical dispatch (EMD) services to possess and maintain accreditation through San Joaquin County, to include compliance with EMS Agency and National Academies of Emergency Dispatch (NAED) policies, procedures, protocol, and standards. Fire are among those employees represented by SCEA who must acquire and maintain accreditation by the San Joaquin County EMS Agency as a condition of providing EMD services for the City.~~
- ~~(c) The City and SCEA acknowledge that in the event the San Joaquin County EMS Agency rescinds the certification of any bargaining unit employee as a result of any dispute arising from the exercise of the power set forth in San Joaquin County EMS Agency Policy No. 2101 (or any successor or similar policy), the City will make every effort, insofar as practicable and fiscally responsible, to employ such persons in positions for which such employees are qualified or may become qualified within a reasonable period of time and that do not require accreditation by the San Joaquin County EMS Agency.~~
- ~~(d) Emergency Medical Services (EMS) Dispatcher Accreditation Pay. Effective July 1, 2023, the City will compensate all bargaining unit Fire and Fire Telecommunicator Call Takers who are accredited as San Joaquin County Emergency Medical Services Dispatchers an additional one hundred seventy-five dollars (\$175.00) per month. Effective July 1, 2024, the City will compensate all bargaining unit Fire and Fire Telecommunicator Call Takers who are accredited as San Joaquin County Emergency Medical Services Dispatchers an additional two hundred dollars (\$200.00) per month. If the employee fails to maintain the accreditation or if the accreditation is no longer required for the position, payment of the stipend will cease.~~
- ~~(e) Continuing Education for Emergency Medical Dispatchers. The City will provide to Fire all necessary EMD continuing education during normal working hours and at no cost to the employee. However, employees who do not participate in the EMD training offered by the City during normal working hours will be responsible to complete the necessary continuing education on their own time without additional compensation; provided, however, that all necessary ride-along hours will be compensated as time worked.~~

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~²⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT**16.9.15.8. Safety Protective Footwear Reimbursement Allowance**

~~Effective July 1, 2024, employees~~ Employees required to wear safety protective footwear in accordance with City Manager's Administrative Directive HR-34 are listed in Appendix "B" Safety Protective Footwear, and approved for and will receive a safety protective footwear reimbursement allowance, the City will authorize safety protective footwear reimbursement in the amount of eleven dollars and fifty-five cents per pay period ~~two hundred fifty dollars (\$250.00) 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.

16.10.15.9. Animal Services Protective Equipment and Vaccinations

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

16.11.15.10. Grandfathered Longevity Pay

~~Employees hired before July 1, 2011, who by July 1, 2011, attained twelve (12) years of continuous employment with the City receive Longevity Pay in the amount of one and one quarter percent (1.25%) of their base rate of pay. The City agrees to restore longevity pay of 1.25% for employees who had achieved twelve (12) years of service on or before July 1, 2011.~~

ARTICLE 17. ARTICLE 16. INSURANCE PLANS**17.1.16.1. Reopener Clause for Health Insurance**

- ~~(c) — (a) — SCEA agrees at the City's request, to meet and confer on any changes that are within the mandatory scope of bargaining in any City proposals related to its City sponsored medical plans that may be related to the implementation of the Affordable Care Act (ACA).~~
- (a) If the City's general fund revenue forecast exceeds three hundred and eighty million dollars for fiscal year 2028/29, The the City agrees will at SCEA's request to meet and confer regarding ~~employer benefits and~~ premium contributions should medical, dental, and vision insurance premiums for employee-only, employee plus one (1) dependent, or employee plus family increase by more than four percent (4%) in ~~any one~~ plan year 2029.

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT**17.2.16.2. Health, Dental, Vision, and Prescription Benefits****(a) Choice of Health Plans**

Employees ~~in this bargaining unit will~~ have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan will offer an employee only, employee plus one (1) and employee plus two (2) or more dependents coverage. The City will offer two (2) or more medical plans to regular status employees.

(b) Eligibility

Employees will become eligible for medical, dental, and vision insurance on the first day of the month following date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one (1) employee plan (i.e., an employee and their dependent cannot be covered by more than one (1) City-offered health plan).

(c) City Contribution towards the cost of insurance programs.~~(1) 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.~~

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

- a) Up to ~~\$740.00~~\$36.10 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- b) 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.
- c) 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:

- a) Up to \$973.54 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- b) Up to \$1,766.49 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
- a)c) Up to \$2,353.73 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

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

- a) Up to \$993.01 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- b) Up to \$1,801.82 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
- c) Up to \$2,400.80 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(4) Effective January 1, 2029, the City contributes the following:

- a) Up to \$1,012.88 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- b) Up to \$1,837.86 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

- c) Up to \$2,448.82 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

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

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

17.3.16.3. Long Term Disability insurance

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

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

17.4.16.4. State Disability Insurance (SDI)

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

17.5.16.5. Life Insurance

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT**ARTICLE 18.~~ARTICLE 17.~~ SALARIES****18.1.~~17.1.~~ Salary Adjustments**~~Wages~~

- (a) Effective ~~July 1, 2023, employees~~July 12, 2026, all classifications will receive a ~~four-two~~ percent (~~42.0~~%) Cost of Living Adjustment (COLA) to base pay.
- (b) Effective July 1, ~~2024~~2027, ~~employees-all classifications~~ will receive a ~~three-two~~ percent (~~32.0~~%) COLA to base pay.
- (c) Effective July 1, ~~2025~~2028, ~~employees-all classifications~~ will receive a ~~three-two~~ percent (~~32.0~~%) COLA to base pay.

17.2. Market Adjustments

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

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

~~a. Market adjustments will be provided in year two (2) and year three (3) of the contract as follows:~~

- ~~1) First, the total three (3) year COLA shall be deducted from the "median" position in the market.~~
- ~~2) Effective July 1, 2024, classifications will receive a market adjustment of no more than seven percent (7%) as outlined in Appendix B.~~
- ~~3) 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 B.~~

~~b. Lump Sum Payments~~

- ~~a) Each employee who is employed in the bargaining unit as of July 1, 2024, will receive a two thousand dollar (\$2,000.00) lump sum non-pensionable bonus (subject to all applicable withholdings) to be paid by the second scheduled payday in the same month.~~
- ~~b) Each employee who is employed in the bargaining unit as of July 1, 2025, will receive a two thousand dollar (\$2,000.00) lump sum non-pensionable bonus~~

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

~~(subject to all applicable withholdings) to be paid by the second scheduled payday in the same month.~~

18.2.17.3. Salary Upon Appointment

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

18.3. ~~Salary Equivalents~~

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

18.4.17.4. Salary Step Plan

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

- (a) The first step will be the minimum rate and will be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the Director of Human Resources or Director's designee may authorize appointment above the first step after receiving the recommendation of the department head. The same provision will apply to hourly-paid and part-time employees.
- (b) If a department head recommends withholding increases to salary steps ~~two (2) through six (6)~~ because an employee has not achieved the level of performance required, notice must be received by the Director of Human Resources at least four weeks in advance of the employee's eligibility date. The affected employee will be furnished a copy of the department head's recommendation. Failure to abide by the above four-week limitation will not automatically cause a step increase to be granted; however, if an employee does not receive notice by the actual anniversary date, the increase will be automatically granted.
- (c) The Salary Schedule consists of nine (9) steps, with five percent (5.0%) between steps one (1) through six (6), and two and a half percent (2.5%) between steps seven (7) through nine (9).

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

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

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

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

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

~~(g)~~ ~~The sixth step will be paid upon the satisfactory completion of one year of service at the fifth step and upon the written recommendation of the department head. Regardless of an employee's length of service, step advancements in any given class may be made upon recommendation of the department head with the approval of the Director of Human Resources, but not above Step 6 for a given range.~~

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

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

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

~~18.5. Salary Step After Military Leave~~

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

~~18.6. Salary Step When Salary Range Is Increased~~

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 20263 – June 30, 2026~~2029~~

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT**18.7.17.5. Salary Step After Promotion or Demotion**

- (a) When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a salary equal to, or greater than the minimum rate for the higher class, that employee will be entitled to the next step in the salary scale of the higher class which is at least five percent (5%) above the employee's current base salary, except that the next step will not exceed the maximum salary of the higher class. Add pays are not included in the calculation of base salary for purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit's salary on promotion rules will apply.
- (b) When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation will be adjusted to the salary prescribed for the class to which demoted.
 - (1) If the salary of an employee is reduced for cause or disciplinary reasons, the employee will receive the salary at the step ordered by the Appointing Authority.
 - (2) If the salary of the employee is reduced through no fault of the employee (i.e., layoff), the employee will be placed at the highest step in the lower salary range that does not exceed the employee's monthly salary immediately prior to the reduction.

~~(c) "Y" Rate~~

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

18.8.17.6. Salary on Transfer

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

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

a change from the jurisdiction of one appointing authority to another, both must consent thereto.

~~18.9. Salary on Reinstatement~~

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

~~18.10.17.7. Acting Pay~~

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

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

~~18.11.17.8. Special Assignment Pay~~

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

~~18.12.17.9. Temporary Upgrade Pay~~

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

~~18.13.17.10. Pay Equity Adjustments~~

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

~~18.14. 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~~

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~6 – June 30, ~~2026~~2029

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

~~administratively possible until the City implements a new payroll system. The parties agree to meet and confer on identified impacts regarding the pay period change.~~

ARTICLE 19.ARTICLE 18. VOLUNTARY TRANSFER

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

ARTICLE 20.ARTICLE 19. SEVERABILITY OF PROVISIONS

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

ARTICLE 21.ARTICLE 20. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

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

This MOU ~~will supersede~~s all existing Memoranda of Understanding ~~and side letters~~ between the City and SCEA.

ARTICLE 22.ARTICLE 21. SCOPE OF AGREEMENT

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

ARTICLE 23.ARTICLE 22. Maintenance of Operations/City RightsNO STRIKE

(a) —It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. ~~Therefore,~~ SCEA and each employee represented thereby agrees ~~that from the date of execution through and inclusive of June 30, 2026~~during the term of this MOU, SCEA or any person acting on its behalf, or each

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 202~~63~~⁶ – June 30, ~~2026~~²⁰²⁹

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

employee in a classification represented by SCEA , will not cause, authorize, engage in, encourage, or sanction a strike, unfair labor practice strike, or sympathy strike, work stoppage, slowdown, or refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

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

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

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

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

ARTICLE 24.~~ARTICLE 23.~~ DURATION OF AGREEMENT

~~This All provisions of this~~ MOU ~~will beare~~ effective the date of execution unless otherwise indicated, and will remain in full force and effect to and including ~~the 30th day of June 30,~~ 2026²⁰²⁹.

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOUTerm: July 1, 20263 – June 30, 2026~~2029~~

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT

PROFESSIONAL AND TECHNICAL UNIT

FIRE TELECOMMUNICATORS UNIT

IN WITNESS WHEREOF, this Memorandum of Understanding was ratified by a membership vote of SCEA on August July __1, 2026~~3~~, and by an affirmative vote of the Stockton City Council on _____. The parties hereto have executed this Memorandum of Understanding this ____ day of _____.

Stockton City Employees' Association**City of Stockton**

 Jenny Castillo Hernandez
 President

 Johnny Ford
 City Manager

 Gwendolyn Smith
 First Vice President

 Marie Guillory-Jones
 Interim Director of Human Resources

 Liszet Burgueno
 Second Vice President

Approved as to form:
 Rose Law APC

Approved as to form:

By:

By:

 Joseph W. Rose
 Attorney for SCEA

 Marci Arredondo
 City Attorney

By:

By:

 Mehran Tahoori
 Attorney for SCEA

 Michael Jarvis
 Negotiator for the City

ATTEST:

 Katherine Roland
 City Clerk

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOU

~~Term: July 1, 2023 — June 30, 2026~~

~~ADMINISTRATIVE, CLERICAL AND SERVICES UNIT~~

~~PROFESSIONAL AND TECHNICAL UNIT~~

Appendix "A" FLSA Exempt Job Classifications

Administrative Analyst II

Assessment District Program Coordinator

Assistant Architect

Assistant Civil Engineer

Assistant Engineer

Assistant Engineer/Traffic

Assistant Landscape Architect

Assistant Planner

Assistant Traffic Engineer

Associate Planner

Code Analyst

Economic Development Analyst

Golf Professional

Junior Engineer

Junior Engineer/Traffic

Project Manager II

Project Manager III

Senior Real Property Agent

STOCKTON CITY EMPLOYEES' ASSOCIATION ~~SUCCESSOR~~ MOU

Term: July 1, 2023 – June 30, 2026

ADMINISTRATIVE, CLERICAL AND SERVICES UNIT
PROFESSIONAL AND TECHNICAL UNIT

Appendix “B” Safety Protective Footwear

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