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0004333188

EXHIBIT C

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

**CITY OF STOCKTON**

**MID-MANAGEMENT/SUPERVISORY LEVEL  
MEMORANDUM OF UNDERSTANDING**

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

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

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing April 16, 2000, and ending December 31, 2008.

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

**Section 1. Recognition**

**1.1 City Recognition**

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

**1.2 Association Recognition**

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

**Section 2. Association Security**

**2.1 Dues Deduction**

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

Payroll deduction shall be for a specified amount and consistent for all employee members of the Association and shall not include fines, fees, and/or assessments.

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

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Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.

In addition to the deduction of dues, the City will deduct from the paychecks of Association members who request it, premiums for group insurance and investment plans sponsored by the Association. Such deduction shall occur only upon signed authorization from the employee upon a form satisfactory to the City. Such authorization may be made or changed no more frequently than yearly.

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

- (b) Indemnity and Refund. The Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on the account of check-off of Association dues or premiums for benefits. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of a written document demonstrating the error.

**2.2 Use of City Facilities**

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

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

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

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

**2.3 Advanced Notification**

Except in cases of emergency, reasonable advance written notice shall be given to the Association if related to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to negotiate, if requested, with the designated management representatives prior to adoption.

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

**2.4 Attendance at Meetings by Employees**

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

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

**2.5 Maintenance of Membership**

- (a) Association membership is not a mandatory condition of employment for any employee covered by this Agreement. However, any employee covered by this Agreement, who is an Association member on or after the date of this Agreement is ratified by the Association membership, shall continue to pay to the Association those dues or fees regularly charged members of the Association in good standing for the life of this Agreement.
- (b) Every employee who is a member of the Association shall have the right to withdraw from membership no sooner than 120 days or no later than 60 days of the expiration date of this Agreement, as contained in Section 19 Duration of Agreement. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this Section.
- (c) Upon return from leaves of absence, the City shall reinstate the payroll deduction of Association dues for those employees who are on dues check-off immediately prior to taking leave, provided that the employee has not authorized cancellation of dues check-off in accordance with the prescribed provision or the Agreement under which they were a member has not expired.
- (d) Enforcement of this Section shall be the responsibility of the Association, utilizing appropriate civil procedures.

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**Section 3. Compliance with Federal Laws**

**3.1 Non-Discrimination**

The City and the Association agree that there shall be no discrimination of any kind because of race, creed, color, religion, national origin, sex, disability, political affiliation or legitimate Association activity against any employee or applicant for employment; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age.

The Association shall cooperate with the City in the objectives of Affirmative Action as defined by Federal and State regulations.

**Section 4. Probation**

**4.1 Supervisory Level**

Original and promotional appointments shall be tentative and subject to a probationary period of six (6) months. The probationary period shall not be extended.

**4.2 Mid-Management Level**

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

**4.3 Retention/Rejection of Probationer**

During the probationary period a Mid-Management/Supervisory level employee may be rejected at any time by the appointing authority. Any supervisory or former supervisory level employee rejected during the probationary period following a promotional appointment, shall be reinstated to the position from which he/she was promoted unless charges are filed and he/she is discharged in the manner provided in the City Charter XXXII, Section 9.

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**Section 5. Layoff**

**5.1 Layoff**

Any employee may be laid off by an appointing authority in the event of the abolition of the employee's position by the City Council, or if a shortage of work or funds requires a reduction in personnel.

**5.2 Layoff Scope**

- (a) Layoffs shall be within the departments of the City.
- (b) The departments of the City that have employees represented by this Agreement are defined as follows:
  - (1) City Clerk
  - (2) Community Development
  - (3) Finance
  - (4) Fire
  - (5) Housing and Redevelopment
  - (6) Library
  - (7) Management Information Services
  - (8) Municipal Utilities
  - (9) Parks and Recreation
  - (10) Police
  - (11) Public Works

**5.3 Notice of Layoff**

The City will give advance written notice of at least one pay period to employees who will be laid off.

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**5.4 Precedence by Employment Status**

No permanent employee shall be laid off while employees working in an extra help, temporary, provisional or probationary status are retained in the same classification as such permanent employee. The order of layoff among employees not having permanent status shall be according to the following categories:

- (a) extra help
- (b) provisional
- (c) temporary
- (d) probationary

Layoffs shall be by job classification according to service in that class, except as specified above. For the purpose of this procedure, part-time classes shall be considered as separate from regular full-time classes.

The following provisions shall apply in computing total continuous service:

- (a) Time spent on military leave shall count as service in the event the leave was taken subsequent to entry in the department.
- (b) Time worked in an extra help, provisional, temporary, grant or other limited term status shall not count as service.
- (c) Time worked in a permanent or probationary status shall count as service.

If two (2) or more employees have the same seniority, the order of seniority shall be determined by lot.

**5.5 Employee Options**

Employees laid off shall have any of the following choices:

- (a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Personnel Services as having the least seniority in that classification. This option shall be exercised before any other option.

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- (b) Taking a voluntary demotion within the department to a classification in which the employee had prior permanent status, thus displacing the employee who has the least seniority in that classification. Employees who exercise this option shall be placed on a permanent eligibility list for reinstatement to the higher classification. Ranking on the reinstatement list shall be by the employee's seniority in the higher classification. All employees on the list, who are still employed by the City of Stockton, shall be reinstated to the higher classification before any new promotions can be made to that classification.
  - (1) If the employee is in a probationary status in the higher classification, the probationary status shall resume upon reinstatement with full credit for previous time served in that classification.

**5.6 Health and Welfare Benefits During Layoff**

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

**Section 6. Reemployment**

When an employee in the classified service who has been performing his/her duties in a satisfactory manner, as shown by the records of the department in which he/she has been employed, is laid off because of lack of funds or abolition of his/her position or has been on authorized leave of absence and is ready to report for duty when a position is open, the City shall cause the name of such employee to be placed on reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur. The employee shall not be placed on said list or lists without his/her request.

The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means "last laid off, first rehired."

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In filling vacancies, eligibles on the reemployment lists take precedence over eligibles on any other list for the same class in the department for which the lists apply.

**Section 7. Discipline**

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

The appointing authority may discharge, suspend, or demote any employee provided the City Charter provisions and any applicable provisions of law are followed. The Supervisory Level employee may take any one (1) of the following actions:

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

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

**Section 8. Grievance Procedure**

**8.1 Definition**

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

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**8.2 Filing Deadline**

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

**8.3 Grievance Processing**

(a) Step 1 - Departmental Review. Any employee claiming to have a grievance may discuss the complaint with such management official in the department where employed as the department head may designate. If the issue is not resolved within the department within ten (10) business days from the day of presentation or if the employee elects to submit the grievance directly to the Association recognized as the representative of that employee's classification, the procedures hereinafter specified may be invoked.

(b) Step 2 - Director of Personnel Services Review. If the employee is not satisfied with the response at Step 1, then the employee may appeal the grievance to the Director of Personnel Services within ten (10) business days of the receipt of written response at Step 1. Such appeal must state with particularity; 1) the specific policy, rule or provision which is alleged to have been violated; 2) the statement of facts comprising the violation; and 3) the requested remedy. The Association may file and process grievance(s) on behalf of the specifically named employee.

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

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- (c) Step 3 - The parties may mutually agree to the use of this Step prior to proceeding to Step 4, Arbitration. Either party may with written notice within ten (10) business days of the decision of Step 2, request Step 3. Upon mutual agreement of Step 3, the City will request a representative from the State of California Mediation/Conciliation Service to review the grievance and make non-binding recommendations to assist the parties in resolving the grievance. The State Mediator will not provide any written documents and is limited to the restriction in Labor Code Section 65 and Attorney General opinions 51/183 and 68/77.
- (d) Step 4 - Arbitration. If the grievant or the Association is dissatisfied with the response at Step 2 or Step 3, if used, or if the Director of Personnel Services fails to respond within the time limit in Step 2, the grievance may be moved to Step 4 within twenty (20) business days. The grievance will be referred to an arbitrator mutually selected by the parties, or, if the parties are unable to mutually agree from a list of seven (7) arbitrators provided by the State of California Mediation/Conciliation Service, the arbitrator shall be chosen by the alternative strike method, with first choice being determined by lot. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.
- (e) Effect of Decision. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto except as provided otherwise herein.

**8.4 Scope of Arbitration**

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

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Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrated and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator selected pursuant to this section shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

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

**8.5 Other Provisions**

If the Director of Personnel Services in pursuance of the procedures outlined above resolve a grievance which involves suspension or discharge, he/she may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute his judgement for the judgement of Management and if he finds that the City had such right, he may not order reinstatement and may not assess any penalty upon the City.

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

The provisions of this Section shall not abridge any right to which an employee may be entitled under the City Charter, nor shall it be administered in a manner, which would abrogate any power, which may be within the sole province and discretion of the Civil Service Commission. Reference to Civil Service Commission is limited to Supervisory Level employees.

All grievances of employees in the representation unit represented by the

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Association shall be processed under this Section. If the City Charter requires that differing options be available to the employee, no action under paragraph (d) of subsection 8.3 above shall be taken unless it is determined that the employee is not availing himself of such option.

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

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

**Section 9. Leaves**

**9.1 Vacation - Mid-Management Level**

- (a) The vacation plan for Mid-Management Level employees shall provide for a flat annual allowance, a maximum carry-over limit and a sell-back provision.
- (b) Mid-Management Level employees shall, on July 1, of each year, receive a vacation allowance, which shall be the employee's vacation entitlement for the fiscal year.
- (c) Mid-Management Level employees shall receive twenty (20) days and an additional five (5) days for City service after fifteen (15) years and up to twenty-five (25) years.
- (d) Mid-Management Level employees shall receive one (1) additional day vacation allowance per year for each year of service beyond twenty-five (25) years of service.
- (e) Mid-Management Level employees shall be granted a maximum carry-over of one (1) previous year's vacation allowance plus fifteen (15) days as of June 30, of any year.
- (f) Mid-Management Level employees may carry-over vacation time in excess of the maximum allowance mentioned above when such vacation remains because of being in a pay status during a period of illness or injury which precluded liquidating vacation credits earned in excess of the maximum

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allowed.

- (g) Mid-Management Level employees are allowed a maximum sell-back not to exceed designated unused vacation per year. Mid-Management employees may sell back ten (10) days per year. To qualify for this sell-back benefit, an employee must have used, either in the preceding or current fiscal year, an equivalent number of vacation days to the number of sell-back days.

**9.2 Vacation - Supervisory Level**

- (a) The vacation plan for Supervisory Level employees shall provide for a flat annual allowance, a maximum carry-over limit and a sell-back provision.
- (b) Supervisory Level employees shall, on July 1, of each year, receive a vacation allowance, which shall be the employee's vacation entitlement for the fiscal year.
- (c) Supervisory Level employees with five (5) years or less service on July 1, each year, receive fifteen (15) days and an additional five (5) days for City service after five (5) years of service, and an additional five (5) days for service after fifteen (15) years and up to twenty-five (25) years.
- (d) Supervisory Level employees shall receive one (1) additional day vacation allowance per year for each year of service beyond twenty-five (25) years of service.
- (e) Supervisory Level employees shall be granted a maximum carry-over of one (1) previous year's vacation allowance plus fifteen (15) days as of June 30, of any year.
- (f) Supervisory Level employees may carry-over vacation time in excess of the maximum allowance mentioned above when such vacation remains because of being in a pay status during a period of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.

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- (g) Supervisory Level employees are allowed a maximum sell-back not to exceed designated unused vacation per year. Supervisory Level employees may sell back ten (10) days per year. To qualify for this sell-back benefit, an employee must have used, either in the preceding or current fiscal year, an equivalent number of vacation days to the number of sell-back days.

**9.3 Sick Leave**

- (a) Accrual. All regular employees, except provisional, temporary and extra-help employees, each shall accrue sick leave at the rate of ten (10) hours for full month of service. All regular employee, except provisional, temporary and extra-help employees, working less than a full month shall accrue sick leave while off duty on authorized sick leave; provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

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

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

- (c) Family Sick Leave. Employees may utilize sick leave in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care. Such sick leave shall be limited, by the department head, to the time reasonably required to make other arrangements for such care.

For the purpose of this Section, such sick leave shall be restricted to the employee's parents, spouse, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent and grandchild.

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

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

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

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

- (f) Use of Sick Leave While on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:
- 1) Was hospitalized during the period for which sick leave is claimed, or
  - 2) Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.
- (g) Payment for Unused Sick Leave. Upon separation with ten (10) years or more of employment; or upon termination of employment by reason of death, service or disability retirement; the employee or the employee's estate will be paid fifty percent (50%) of the total unused sick leave at its current value.

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**9.4 Other Leaves With Pay**

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

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

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

Said absence from duty will be with full pay for each day the employee serves on the jury or testifies as a witness in a criminal case, other than a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the City through the employee's department head, within fifteen (15) days after receipt of all fees received except those specifically allowed for mileage and expenses.

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Jury duty or witness duty appearances shall be considered as time in court. Upon being excused from court, an employee must return to work if he/she has two (2) or more hours remaining on his/her work schedule. Employees serving on jury duty during their normally scheduled days or hours off shall be granted an equivalent number of hours off during their normal week as scheduled by the supervisor. The noticed supervisor shall monitor the hours of jury duty or witness duty attendance and ensure that said hours are considered as time worked.

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

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

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

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

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

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

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

**9.5 Workers' Compensation Leave**

Whenever any member of this unit, is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to a leave of absence while so disabled without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one year, or until such earlier date as he/she is retired on permanent disability pension.

If injury is claimed to be job related or a recurrence of a previous job related sickness or injury, it must be verified with a written physician's statement. Otherwise disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received.

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**9.6 Leave of Absence**

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

All approval authority over leaves of absence exercised by the department head under this Section shall be subject to review by the City Manager, whose ruling shall be final.

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

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

Authorized absence without pay which exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee is required to be absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustment.

**9.7 Leave of Absence Without Pay**

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

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

Leaves of absence without pay on account of illness or injury, which are not

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

job incurred, may be granted for a maximum period of twelve (12) months with approval of the Director of Personnel Services. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

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

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

**9.8 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 by the department or City Manager or at the expiration of a leave, shall be considered an absence without leave.
- (b) Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more consecutive days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from the City of Stockton, except if the absence is due to a verified illness or injury.

**9.9 Paternal/Adoption Leave**

Upon verification of childbirth an employee shall be granted a six (6) week leave of absence, without pay, upon request. An employee may combine, but shall not be required to combine any paid annual leave time with unpaid leave. In no circumstance may such leave exceed a total of six (6) weeks, unless otherwise approved by the employee's department head and Director of Personnel Services.

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Upon verification of adoption of a newborn or preschooler an employee shall be granted a six (6) week leave of absence, without pay, upon request. An employee may combine, but shall not be required to combine any paid annual leave time with unpaid leave. In no circumstance may such leave exceed a total of six (6) weeks, unless otherwise approved by the employee's department head and Director of Personnel Services.

**9.10 Maternity Leave**

Time off the job for pregnancy, childbirth, and related medical conditions will be covered as required by State and Federal Law and City policy consistent herewith. Employees may use sick, leave without pay, LTD, annual leave or a combination of these benefits depending on the nature of the case and the time medically required to recuperate. Generally a six (6) week recovery period after delivery is medically indicated.

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

**10.1 Workweek**

The workweek and hours of work are determined solely by the City. The normal workweek for employees in this unit shall consist of five (5) eight (8) hour days or a minimum total of forty (40) hours. Where needs of a department require deviations (as determined by the Department Head) from the present schedule, the Department Head may institute alternate work schedules.

The department will (except in emergency situations) provide a ten (10) working day notice (prior to implementation) of any workweek and/or hours changes.

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

Section 11. Overtime

11.1 Eligibility

Mid-Management Level employees do not receive overtime. Mid-Management Level employees in this unit are salaried employees who work whatever time necessary to accomplish duties of their assigned position.

Supervisory Level employees will receive overtime at the appropriate rate when authorized in writing by the Department Head prior to the overtime worked.

11.2 Compensatory Time

- (a) Definition. As used in this Section, the term Compensatory Time refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to or excess of their normal work schedule. For the purpose of this Section, Compensatory Time shall apply only to Supervisory Level employees.
- (b) Accrual. For hours in excess of forty (40) hours in a seven (7) day work period, for which the employee is in a paid status, Compensatory Time may be earned at the rate of time and one-half (1 1/2).
- (c) Use. Use of Compensatory Time shall 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 Compensatory Time shall be at the sole discretion of the department head, but once approved, cannot be changed unless an emergency situation arises.

**MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)**

- (d) Payment. Once one hundred (100) hours of Compensatory Time is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period will automatically be paid. At the end of each calendar year, all Compensatory Time will be carried forward (forty (40) hours maximum), unless the employee elects to have the compensatory balance paid. Carryover Compensatory Time cannot exceed the forty (40) hours maximum.

Any Compensatory Time balance in excess of forty (40) hours remaining at the end of calendar year will automatically be paid.

**11.3 Call Back**

- (a) Supervisors called back to work shall be compensated at least two (2) hours and forty-five (45) minutes pay at time and one half (1 1/2) times his/her hourly rate of pay or for all time actually worked at time and one half (1 1/2) times his/her hourly rate of pay, which ever is greater.
- (b) To be eligible for call back pay, both of the following conditions must be met:  
1) the call back must occur outside of the employee's regular work hours including overtime, 2) the call back time worked must not be contiguous to the employee's regular work hours including overtime.

**11.4 On-Call Duty**

Supervisors only who are directed to remain on call on their normal days off shall be paid at the rate of four (4) hours pay at regular time for each 24 hours of on-call service plus one and one-half (1 1/2) time for all time which said supervisors are required to work during such assignment. On-call periods of less than 24 hours shall be prorated to the equivalent of four (4) hours pay at regular time.

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)Section 12. HolidaysHolidays Observed by the City: (Mid-Management/Supervisory Level Employees)

- |      |   |                                    |
|------|---|------------------------------------|
| (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 (float day within 90 work days) ..... | Cesar Chavez Day                   |
| (6)  | Last Monday in May .....                        | Memorial Day                       |
| (7)  | July 4 .....                                    | Independence Day                   |
| (8)  | First Monday in September .....                 | Labor Day                          |
| (9)  | Second Monday in October .....                  | Columbus Day                       |
| (10) | November 11 .....                               | Veteran's Day                      |
| (11) | Fourth Thursday in November .....               | Thanksgiving                       |
| (12) | Fourth Friday in November .....                 | Day After Thanksgiving             |
| (13) | December 25 .....                               | Christmas Day                      |
| (14) | Employee's Birthday                             |                                    |

In addition, a day appointed by the President or Governor, as a public holiday shall be observed if adopted by the Stockton City Council.

\*In the event a day appointed by the President or Governor as a public holiday is not adopted by the Stockton City Council pursuant to the above paragraph, the City Manager may, at his discretion, determine that certain City employees will be not be required to work that day, but that certain City offices will remain open at a minimal staffing level. If the City Manager makes such a determination, such staffing shall be at the discretion of the Department Head. Employees who are required to work on that day will earn a "float" day off, to be taken at a time approved, in advance, by the Department Head. The "float" day off must be taken within ninety (90) workdays from the date of the minimally staffed workday. Employees not regularly scheduled to work on that date will have an equivalent number of hours added to their vacation accrual balance.

Birthday Holiday Leave. The department head with due consideration for the wishes of the employee may authorize the birthday holiday to be taken within sixty (60) calendar days after the employee's birthday.

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

Section 13. Compensation and Allowances Other Than Base Salary

13.1 Retirement Contribution Supplement

The City will pay seven percent (7%) of the Mid-Management/Supervisory Level employees' current base salary and other compensation as qualified by State law towards the Public Employees' Retirement System (P.E.R.S). Such amounts will be applied to the employee's individual account in accordance with P.E.R.S. California Government Code Section 20615.

The City's P.E.R.S. retirement plan is modified to reflect two percent (2%) at age 55, effective January 1993.

The City will provide military service credit pursuant to the provisions of P.E.R.S. California Government Code Section 20930.3 and Section 20930.33, at the employee's expense, upon adoption by Stockton City Council and P.E.R.S. Administration Board.

The City will make application to provide P.E.R.S. California Government Code Section 20615.5 (Employer Paid Member Contributions Converted to Payrate During the Final Compensation Period) as added P.E.R.S. benefits. At the beginning of employee's last year of employment, the employee will pay their employees' seven percent (7%) benefit cost through an automatic payroll deduction. The City will increase the base salary for those employees by the same seven percent (7%) for the last twelve (12) months of employment. Internal Revenue Service (IRS) Code 414H(2) will be concurrently implemented with P.E.R.S. California Government Code Section 20615.5, effective upon adoption by the Stockton City Council and P.E.R.S. Administration Board.

The City will make application to provide P.E.R.S. California Government Code Section 20965 (Credit for Unused Sick Leave) as added P.E.R.S. benefits, to be effective upon adoption by the Stockton City Council and P.E.R.S. Administration Board.

Effective January 1, 1998, the City will make application to provide P.E.R.S. California Government Code Section 21382.5 (Fourth Level of 1959 Survivor Benefits) as added P.E.R.S. benefits, to be effective upon adoption by the Stockton City Council and P.E.R.S. Administration Board.

**MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)**

The City will make application to provide PERS California Government Code Section 21335 (5% Annual Cost of Living Allowance Increase) as added PERS benefits, to be effective upon adoption by the Stockton City Council and PERS Administration Board. The intended implementation date base year will be 2001. The first application date will be April 21, 2003.

**13.2 Uniform Allowance**

- (a) Police and Fire (non-sworn) employees in this unit occupying the following position(s) shall receive as an additional annual compensation of a uniform allowance in the amount indicated. One-half (1/2) of the annual value of the uniform allowance shall be paid to eligible employees during the months of April and October.

Effective April 16, 2000, the employees in the following classifications shall be paid uniform allowance as indicated below:

Animal Control Supervisor	\$550
Fire Telecommunications Supervisor	\$500
Police Telecommunications Supervisor	\$500
Sr. Police Telecommunications Supervisor	\$500
Supervising Evidence Technician	\$550
Supervising Police Records Assistant	\$500

The City shall increase the amount contributed for uniform allowance to the above classifications by FIFTY DOLLARS (\$50.00) effective January 1, 2004, an additional FIFTY DOLLARS (\$50.00) effective January 1, 2006, and an additional FIFTY DOLLARS (\$50.00) effective January 1, 2008.

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

- (b) Safety Protective Footwear Reimbursement. Effective January 1, 1997, employees required to wear safety protective footwear in accordance with City Manager's Administrative Directive PER-034, and approved for safety protective footwear reimbursement, the City will authorize safety protective footwear reimbursement in the amount of ONE HUNDRED TEN DOLLARS (\$110.00). Effective January 1, 1998, an additional TEN DOLLARS (\$10.00) for a total of ONE HUNDRED TWENTY DOLLARS (\$120.00); effective January 1, 1999, an additional TEN DOLLARS (\$10.00) for a total of ONE HUNDRED THIRTY DOLLARS (\$130.00); effective January 1, 2000, an additional TEN DOLLARS (\$10.00) for a total of ONE HUNDRED FORTY DOLLARS (\$140.00); effective January 1, 2001, an additional TEN DOLLARS (\$10.00) for a total of ONE HUNDRED FIFTY DOLLARS (\$150.00), and effective January 1, 2002, an additional TEN DOLLARS (\$10.00) for a total of ONE HUNDRED SIXTY DOLLARS (\$160.00).

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

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

**13.4 Deferred Compensation**

- (a) Mid-Management/Supervisory Level employees will receive Deferred Compensation as a supplement to voluntary Deferred Compensation plans.
- (b) Mid-Management Level employees will receive three and one-half percent (3 1/2%) of annual salary in Deferred Compensation.

Effective January 1, 1997, the City will contribute an additional one-half percent (.5%) for a total of four percent (4%); effective January 1, 1998, an additional one-half percent (.5%) for a total of four and one-half percent (4.5%); effective January 1, 1999, an additional one-half percent (.5%) for a total of five percent (5%); effective January 1, 2000., an additional one-half percent (.5%) for a total of five and one-half percent (5.5%).

**MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)**

- (c) Supervisory Level employees will receive two and one-half percent (2 1/2%) of annual salary in Deferred Compensation.

Effective January 1, 1997, the City will contribute an additional one-half percent (.5%) for a total of three percent (3%); effective January 1, 1998, an additional one-half percent (.5%) for a total of three and one-half percent (3.5%); effective January 1, 1999, an additional one-half percent (.5%) for a total of four percent (4%); effective January 1, 2000, an additional one-half percent (.5%) for a total of four and one-half percent (4.5%).

Effective April 16, 2000, the City's obligation to make a deferred compensation contribution in the employees' names above and beyond employees' voluntary contributions shall cease. Instead, the value of this deferred compensation benefits payable as of January 1, 2000, shall be paid directly to employees as base pay. Employees may elect to defer the amount of additional pay that would be received pursuant to this section by directly that the total amount or any portion thereof, be deposited in or distributed among any of the City's deferred compensation plans.

In no event will the total employee contribution exceed that amount allowed by law.

**13.5 Physical Examination**

Mid-Management Level employees may schedule a physical examination annually. Cost of the examination, not to exceed ONE HUNDRED FIFTY DOLLARS (\$150), will be paid by the City of Stockton.

Supervisory Level employees may schedule a physical examination annually. Cost of the examination, not to exceed ONE HUNDRED DOLLARS (\$100), will be paid by the City of Stockton.

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

**13.6 Mileage Reimbursement for Private Vehicle Use**

Mid-Management/Supervisory Level employees who use their own vehicle on City business on a consistent and repetitive basis will be compensated at the current Internal Revenue Service (IRS) rate and in accordance with the City Manager's Administrative Directive, MAN-016, Section III. B.

**13.7 Educational Incentive Pay**

Effective April 16, 2000, Educational Incentive Pay shall be available for employees hired after April 16, 2000, who have completed twelve (12) months of continuous employment.

Employees with degrees/diplomas above and beyond that is required of their position shall be provided 3% of the top step of the position. Employees are limited to no more than 3% regardless of the number of degrees/diplomas above that required of the position. If the employee promotes to a position, which matches his/her diploma/degree, the 3% will no longer be paid. Experience may not substitute for education. Other formal education/training programs may substitute for the actual degree/diploma.

For employees in a classification requiring a Masters degree, those employees who possess double Masters will be eligible for three percent (3%) education incentive pay.

**13.8 Professional Growth**

Effective January 1, 2002, the City shall pay each employee who completes twelve (12) continuous years of service with the City, two and one-half percent (2.5%) of the top salary step of the employee's pay range to the employee as a professional growth.

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

Section 14. Insurance Plans

14.1 Health and Welfare Benefits

The City will provide Mid-Management/Supervisory Level employees with a comprehensive health, dental/orthodontic, vision and prescription insurance program, as designated by the City of Stockton. The premiums for these coverages for employees and their eligible dependents shall be paid by the City for the term of this Memorandum of Understanding.

Effective July 1, 1993, the medical plan is the City's Modified Employee Medical Plan.

Effective January 1, 1997, the City will continue the above-stated medical coverage benefits for spouse and eligible dependents upon the death of an employee while employed with the City of Stockton. At age sixty-five (65), the spouse's City medical coverage shall be secondary (supplemental) to Medicare.

Effective January 1, 1997, the orthodontic benefits coverage will increase from ONE THOUSAND DOLLARS (\$1,000.00) to TWO THOUSAND DOLLARS (\$2,000.00) lifetime maximum.

Effective January 1, 2005, an additional TWO HUNDRED DOLLARS (\$200.00) will be added to the annual dental maximum for a total of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00).

Effective January 1, 2008, an additional TWO HUNDRED DOLLARS (\$200.00) will be added to the annual dental maximum for a total of ONE THOUSAND FOUR HUNDRED DOLLARS (\$1,400.00).

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

**14.2 Group Life Insurance Coverage**

Each participant in the program will receive group life insurance coverage paid for by the City of Stockton.

Mid-Management Level employees will receive life insurance coverage equal to one and one-half times their annual salary. In all instances, coverage will be rounded to the nearest ONE THOUSAND DOLLARS (\$1,000). This increased benefit will be implemented during the term of this Agreement (no later than October 31, 1991).

Effective January 1, 1997, Mid-Management Level employees will receive an additional fifty percent (50%) life insurance coverage. The life insurance coverage will be two and one-quarter (2.25) times their annual salary.

Effective April 16, 2000, Mid-Management Level employee's life insurance coverage will be two and three-quarter (2.75) times their annual salary.

Supervisory Level employees will receive life insurance coverage equal to their annual salary. In all instances, coverage will be rounded to the nearest ONE THOUSAND DOLLARS (\$1,000).

Effective January 1, 1997, Supervisory Level employees will receive an additional fifty percent (50%) life insurance coverage. The life insurance coverage will be one and one-half (1.5) times their annual salary.

Effective April 16, 2000, Supervisory Level employee's life insurance coverage will be two (2) times their annual salary.

**14.3 Long Term Disability Insurance Coverage**

Mid-Management/Supervisory Level employees will receive long term disability insurance coverage. Essentially, this is an income protection plan, which provides disability income for Mid-Management/Supervisory Level employees including:

- (a) Each disability - approximately 66 2/3% of salary.
- (b) A 30-day waiting period before eligibility for benefit.
- (c) Benefit payable until age sixty-five (65).

**14.4 Retirement Medical Allowance**

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

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

(1) Normal Service Retirement

Eligibility for the allowance provided by this Section is limited to employees who have retired subsequent to April 1, 1983, and who have retired at age fifty (50) or later. Such allowance shall terminate at age sixty-five (65).

(2) Disability Retirement

Eligibility for the allowance provided by this Section is limited to employees who have retired subsequent to April 1, 1983, and such allowance shall be limited to a maximum of fifteen (15) years or the attainment of age sixty-five (65), whichever occurs first.

(b) Major Medical Deductible

The major medical deductible will be ONE HUNDRED DOLLARS (\$100) per person for those individuals who retired prior to January 1, 1993, and had retiree medical coverage under the original City Employee Medical Plan.

(c) Prescription Coverage

Prescription coverage will be provided for retirees.

(d) Supplemental Medical Coverage

At age sixty-five (65) the retiree medical allowance terminates and the employee is covered by Medicare. At age sixty-five (65) the retiree medical coverage shall be continued on a coordinated basis reduced by any amounts paid by Medicare.

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

**Section 15. Salary Plan**

**15.1 Salary Ranges**

The salary ranges for all employees in the aforementioned representation unit will be as set forth in Appendix A, which is attached hereto and made a part hereof. All salaries hereby established and explained in other parts of this Section shall be salaries as fitted to the City of Stockton's standard salary schedule matrix. The rate of pay set forth in Appendix A represents for each classification the standard rate of pay for full-time employment, unless the schedule specifically indicates otherwise.

**15.2 Salary Equivalents**

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

**15.3 Salary Step after Military Leave**

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

**15.4 Salary Step when Salary Range is Increased**

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

**15.5 Salary Step after Promotion or Demotion**

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the range of the higher rank which is at least five percent (5%) above the rate the employee has been receiving, except that the next step shall not exceed the

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

maximum salary of the higher rank. When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which demoted.

**15.6 Salary On Reinstatement**

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

**15.7 Acting Pay**

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

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

**15.8 Salary Adjustments**

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

**15.9 Special Assignment**

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

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

**Section 16. Severability of Provisions**

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

**Section 17. Past Practices and Existing Memoranda of Understanding**

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

**Section 18. Scope of Agreement**

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

**Section 19. Duration of Agreement**

All provisions of this Memorandum of Understanding shall be effective April 16, 2000, shall remain in full force and effect to and including the 31st day of December, 2008, and shall continue thereafter from year to year unless at least sixty (60) days prior to the expiration date of January 2009, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

Section 20. Maintenance of Operations

- (a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented thereby agrees that from 12:01 a.m. of April 16, 2000, through and inclusive of December 31, 2008, the Association or any person acting in its behalf, or each employee in a classification represented by the Association shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours and other terms and conditions of employment.
- (b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction, that the employee is, or has, engaged in any activity prohibited by subsection (a) of this Section. The City may take other action, which it deems appropriate.
- (c) If the City Council, by majority vote, determines to its satisfaction, that subsection (a) of this Section has been violated by the Association, the City may take such remedial action, as it deems appropriate.
- (d) The Association recognizes the duty and obligation of its representatives and members to comply with the provisions toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by subsection (a) hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this Memorandum of Understanding.
- (e) The rights of the City as set forth in Section 5 of Resolution No. 32,538, dated August 4, 1975, are incorporated herein by reference.

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding this \_\_\_\_\_ day of May 2000.

EMPLOYEE REPRESENTATION  
SERVICES, INC.

CITY OF STOCKTON

\_\_\_\_\_  
MAY PROSSER-STRONG  
LABOR REPRESENTATIVE

DWANE MILNES  
CITY MANAGER

\_\_\_\_\_  
VICTORIA BRAND  
PRESIDENT

GEORGE F. BIST, DEPUTY DIRECTOR/  
EMPLOYEE RELATIONS OFFICER

\_\_\_\_\_  
ROBERT APPLGATE  
BOARD MEMBER

LEHUA MACIAS  
LABOR RELATIONS SECRETARY

\_\_\_\_\_  
DAN DAVIS  
BOARD MEMBER

APPROVED AS TO CONTENT:  
DWANE MILNES, CITY MANAGER  
BY: \_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
ROBERT EVANS  
BOARD MEMBER

APPROVED AS TO FORM:  
RICHARD DENHALTER, CITY ATTORNEY  
BY: \_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
DOUG JONES  
BOARD MEMBER

\_\_\_\_\_  
KENDRA STOCKWELL  
BOARD MEMBER

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

APPENDIX "A"  
SALARY ADJUSTMENTS FOR CALENDAR YEAR 2001

Effective January 1, 2001, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix.

Salary increases effective January 1, 2001, shall equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers United States City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2002

Effective January 1, 2002, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix.

Salary increases effective January 1, 2002, shall equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers United States City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2003

Effective January 1, 2003, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix.

Salary increases effective January 1, 2003, shall equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers United States City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2004

Effective January 1, 2004, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix.

Salary increases effective January 1, 2004, shall equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers United States City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2005

Effective January 1, 2005, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix.

Salary increases effective January 1, 2005, shall equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers United States City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2006

Effective January 1, 2006, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix.

Salary increases effective January 1, 2006, shall equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers United States City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2007

Effective January 1, 2007, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix.

MEMORANDUM OF UNDERSTANDING (MID-MANAGEMENT/SUPERVISORY LEVEL)

Salary increases effective January 1, 2007, shall equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers United States City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2008

Effective January 1, 2008, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix.

Salary increases effective January 1, 2008, shall equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers United States City Average (CPI-W), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).