

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

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-Millias-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 July 1, 2014, and ending June 30, 2016.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

Table of Contents

Section 1. Recognition	3
Section 2. Association Security	4
Section 3. Compliance with Federal Laws	8
Section 4. Probation.....	9
Section 5. Layoff	10
Section 6. Reemployment.....	14
Section 7. Discipline.....	15
Section 8. Grievance Procedure	16
Section 9. Leaves	20
Section 10. Days and Hours of Work.....	30
Section 11. Overtime	31
Section 12. Holidays	34
Section 13. Compensation and Allowances Other Than Base Salary	36
Section 14. Insurance Plans	41
Section 15. Salary Plan.....	45
Section 16. Severability of Provisions	48
Section 17. Past Practices and Existing Memoranda.....	48
Section 18. Scope of Agreement	48
Section 19. Duration of Agreement.....	48
Section 20. Maintenance of Operations/City Rights.....	49
Section 21. Bankruptcy	50
Appendix A- Job Classifications Reclassified as FLSA Exempt.....	52

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

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.

1.3 Reopener

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

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.

- (b) **Authorization Required.** 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.
- (c) **Authorization Not Required to Dues Increases.** Additional authorization shall not be required for deduction of increased membership dues when such increase has been duly approved by the membership of the Association. Notification of such approval shall be forwarded to the City in the form of written notice of official Association letterhead and signed by the Association President or other duly authorized Association official. Upon receipt of notification, the City shall authorize the payroll deduction of the increased amount.
- (d) **Transmittal of Association Dues.** 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.
- (e) **Other Deductions.** 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.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

- (f) **Effect of Non-Pay Status on Dues Check-Off.** 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.
- (g) **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.

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.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

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, where matters within the scope of representation, or grievances are being considered.

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

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.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

- (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.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

SECTION 3. COMPLIANCE WITH FEDERAL LAWS

3.1 Non-Discrimination

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

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 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 Supervisory level employee may be rejected at any time by the appointing authority. Any employee who held a position in the classified service and subsequently appointed to a position in the unclassified service and subsequently removed from such position that employee shall have the right to be employed in a position comparable to his/her formerly held position in the classified service from which he/she was promoted unless charges are filed and he/she is discharged in the manner provided in section 7 of this Memorandum of Understanding, the Civil Service Rules and Regulations, the Stockton Municipal Code, and/or any other applicable City policy.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

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. In doing so, the City shall follow the layoff procedure set forth herein below.

5.2 Layoff Scope

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

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

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

5.3 Notice of Layoff

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

5.4 Precedence by Employment Status

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

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

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

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

The following provisions shall apply in computing total continuing service:

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

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

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

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

5.5 Order of Layoff and Employee Options

Reduction in force shall occur in the following order:

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

5.6 Health and Welfare Benefits During Layoff

Regular 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.

5.7 Voluntary Layoff

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

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

- (b) The employee will have the option to either retain sick leave and/or vacation balances for up to one (1) year in anticipation of reemployment or be paid off for those leaves in accordance with applicable provisions of this Memorandum of Understanding.
- (c) The names of employees who elect to be voluntarily laid off will be placed on reemployment lists in accordance with section 6.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

SECTION 6. REEMPLOYMENT

- (a) 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. An employee who waives reemployment three times shall have his/her name removed from this reemployment list unless mutually agreed to by the City and employee.
- (b) The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means "last laid off, first rehired."
- (c) In filling vacancies, eligibles on the reemployment lists take precedence over eligibles on any other list for the same class in the department for which the lists apply.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

SECTION 7. DISCIPLINE

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

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

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.

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 Human Resources within ten (10) business days of the time in which the affected employee received written notification of such action. All other grievances must be filed within thirty (30) calendar days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

8.3 Grievance Processing

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

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

Director of Human Resources fails to respond within the time limit.

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

8.4 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.

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

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 Human Resources 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 judgment for the judgment 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 Stockton Municipal Code and/or Civil Service Rules and Regulations, nor shall it be administered in a manner, which would abrogate any power, which may be within the sole province and discretion of the Civil Service Commission. Reference to Civil Service Commission is limited to Supervisory Level employees.

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

No action under paragraph (d) of subsection 8.3 above shall be taken if action on

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

SECTION 9. LEAVES

9.1 Vacation - FLSA Exempt Employees

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

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

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

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

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

9.2 Vacation - FLSA Non-Exempt Employees

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

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

- | | | |
|-----|--|----------------|
| (1) | Less than 1-1/2 years continuous employment | 80 hours/year |
| (2) | After 1-1/2 years up to 7 1/2 years | 108 hours/year |
| (3) | After 7-1/2 years up to 15 years | 144 hours/year |
| (4) | After 15 years up to 25 years | 189 hours/year |
| (5) | Seven (7) additional hours hence for each completed year of service in excess of twenty-five (25) years. | |
| (6) | Employees shall accrue vacation on a twice-monthly payroll basis. | |

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

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

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

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

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

- (1) Less than 1-1/2 years continuous employment 120 hours/year
- (2) After 1-1/2 years up to 7 1/2 years 162 hours/year
- (3) After 7-1/2 years up to 15 years 216 hours/year
- (4) After 15 years up to 25 years 283.5 hours/year
- (5) Thereafter, 10.5 additional hours hence for each completed year of service in excess of twenty-five (25) years.
- (6) Employees shall accrue vacation on a twice-monthly payroll basis.

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

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

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

9.3 Vacation Sell-back for All Employees in this Unit. An employee may elect to sell back a maximum of forty (40) hours of his/her unused accumulated vacation balance after the use of a scheduled vacation of forty (40) consecutive hours or more. When in effect, this option may be exercised once per calendar year. This option is suspended during furlough or fiscal emergency periods, during the term of this MOU and until a successor MOU is reached.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

9.4 Vacation Cash out Upon Separation

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

9.5 Sick Leave

(a) Accrual. All regular employees, except provisional, temporary and extra-help employees, each shall accrue sick leave at the rate of eight (8) hours for full month of service. All regular 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 hours, which the employee would normally have worked, to a maximum of sick leave hours accrued.

An employee may use sick leave for preventive medical, dental, optical care, illness, injury or exposure to contagious disease, which incapacitates 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. In accordance with California Labor Code section 233 ("Kin Care"), employees may utilize up to on-half of the employee's annual sick leave accrual to care for an illness or injury_in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care except in instances where the employee is on approved FMLA or CFRA leave. 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,

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, and registered domestic partner. The employee's "child" includes a biological, foster, or adopted child, a stepchild, a legal ward, a child of the employee's registered domestic partner, or a child to whom the employee stands *in loco parentis*.

- (d) Procedures for Requesting and Approving Sick Leave. When the requirement for sick leave is known to the employee in advance of 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 City may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

The department head may make such sick leave usage reviews and may require such physician's documentation, as they deem necessary to 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.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

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

(h) CalPERS Service Credit for Unused Sick Leave.

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

(i) Sick Leave Retention Benefit

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

1. Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;
2. Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 35% of its cash value to separating employees between these dates; and
3. Separation on or after July 1, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 50% of its cash value to separating employees after this date.
4. Service credit for unused sick leave shall be in accordance with PERS regulations.

9.6 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. For the purposes of this paragraph, the immediate family shall be restricted to the employee's parents, current step parents, spouse, mother-in-law, father-in-law, child, stepchild,

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and registered domestic partner.

In the event of the death of a person not immediately related to an employee as defined above, 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 including necessary travel time, will be for actual hours served on jury duty or testifies as a witness in a criminal case, other than as a defendant. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. As a condition of receiving such pay, the employee must remit to the City, through the employee's department head, within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses.

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

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

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

Notwithstanding the foregoing, attendance in court in connection with an employee's official duties or 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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

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

All regular 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.

9.7 Workers' Compensation Leave

- (a) Workers' Compensation Benefits shall be provided in accordance with State law and schedules whenever an employee is absence from duty because of disability caused by illness or injury arising out of and in the course of employment which has been declared to be compensable under the Workers' Compensation Law. An employee on Workers' Compensation may use accrued leave, if needed, to supplement benefits, up to the amount required to receive a full paycheck.
- (b) Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. Any employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

injury or illness who is required to seek medical care shall use at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.8 Leave of Absence

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

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

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

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

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

9.9 Leave of Absence Without Pay

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

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

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

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

- (b) Application for and Approval of Leave of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to his/her department head and the Director of Human Resources 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.

9.10 Absence Without Official Leave (AWOL)

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

9.11 Paternal/Adoption/Maternity/Pregnancy Leave

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

certain circumstances.

SECTION 10. DAYS AND HOURS OF WORK

10.1 Workweek

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

10.2 Meal Periods

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

SECTION 11. OVERTIME

11.1 Eligibility

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

- (b) Supervisory Level employees will receive overtime at the appropriate rate when authorized in writing by the Department Head prior to the overtime worked. The following provisions pertaining to authorized or statutorily required overtime work shall apply to non-FLSA exempt employees.
 - (1) Unless otherwise provided below, statutory overtime shall be paid on actual time worked in excess of forty (40) hours in any FLSA work period. Such overtime shall be paid for at time and one-half (1-1/2) including employees employed on a per hour or per day basis or except as provided elsewhere herein. Holiday hours taken and observed holidays where the City is closed shall be considered as time worked. Sick leave, vacation, or other compensated time off shall not be considered as actual time worked.

 - (2) Fire Telecommunications Supervisors assigned to a 56-hour workweek shall be compensated at the overtime rate for all time worked in excess of 56 hours in a seven (7) day workweek. Fire Telecommunicators Supervisors work 24 hour shifts, resulting in a regular schedule averaging 2912 hours per year / 56 hours per week (832 hours of overtime). In approximately 2000, the parties agreed to add the regularly scheduled FLSA overtime pay into the base, in order to ensure a regular and level payment of overtime over the course of a year. This methodology withstood a legal challenge in *Hughes, et al. v. City of Stockton, et al.* For additional overtime hours, the City shall pay overtime at one and one-half (1 ½) time the employee's regular rate of pay for all hours worked over fifty-six (56) in a workweek.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

- (c) Fire Telecommunication Supervisors who have volunteered to work overtime to cover an assignment in a classification other than their actual classification shall be paid overtime at the hourly rate of the lower classification in which they are performing those overtime duties. The hourly rate shall be at the top step of the lower classification's salary range. The employee's premium pay that they are regularly entitled to shall be included when computing the overtime for the work performed in the lower classification.
- (d) Except as otherwise provided in section 12, employees who are not regularly scheduled to work holidays shall be paid for a regular day plus time and one-half (1-1/2) for actual time worked on a holiday observed by the City.
- (e) Exempt Status of Classifications. The parties have agreed that effective upon the first full pay period after ratification of this contract the classifications listed in Appendix A will be reclassified from non-exempt to exempt from overtime as provided by the Fair Labor Standards Act and will be considered Exempt in the City's pay policies and for the accrual of vacation.
- (f) Fire Telecommunication Supervisors who have traded shifts are not eligible to work overtime for hours that would have been their normal hours of work.

11.2 Compensatory Time Off (CTO)

- (a) Definition. As used in this Section, the term Compensatory Time Off (CTO) refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to or excess of their normal work schedule. For the purpose of this Section, Compensatory Time shall apply only to Supervisory Level employees.
- (b) CTO in Lieu of Overtime Compensation. Except Fire Telecommunications Supervisors assigned to a 56-hour workweek, -employees may voluntarily elect to receive overtime compensation in the form of CTO at the rate one and one-half (1-1/2) hours of CTO for each hour of overtime worked in excess of fifty six (56) in a seven (7) day work period, for which the employee is eligible for overtime as defined in 11.1(b)(1) above.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

- (c) Use. Use of CTO 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 CTO shall 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 one-hundred (100) hours of CTO may be carried on the books at any time, except Fire Telecommunications Supervisors assigned to a 56-hour workweek who may not accrue CTO. Once one hundred (100) hours of CTO is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period will automatically be paid to the employee. At the end of each calendar year, all CTO will be carried forward (forty (40) hours maximum), unless the employee elects to have the compensatory balance paid. Carryover CTO cannot exceed the forty (40) hours maximum.

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

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

SECTION 12. HOLIDAYS

12.1 Holidays Observed by the City: (Mid-Management/Supervisory Level)

- (a) All regular employees, excluding provisional and temporary employees, shall be entitled to take all authorized holidays at full pay not to exceed eight (8) hours for any one (1) holiday.

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

FLOATING holiday to be taken with ninety (90) work days on or after the observed holiday.

- (b) Police Telecommunications Supervisors assigned to shifts (phase days) shall receive, in addition to their normal compensation, one day's pay for each of the holidays listed in 12.1 (a) above, on which the employee does not work, except for floating holiday(s). Such employees required to work a holiday on a hire-back basis, shall be compensated at time and one-half (1½), in addition to their normal compensation (8 hours) and paid holiday (8 hours). Such employees required to work a holiday on a regularly scheduled basis shall be compensated at time and one-half (1½) overtime in addition to their normal compensation (8 hours). The maximum additional compensation subject to CalPERS for working the holiday will be twenty (20) hours.
- (c) Fire Telecommunications Supervisors assigned to a 56-hour workweek shall receive, in addition to their normal compensation, 12 hours pay for

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

each of the holidays listed in 12.1 (a) above. Fire Telecommunications Supervisors shall be compensated at the overtime rate for all time actually worked in excess of 12 hours on a holiday (excluding the floating holiday). Commencing June 30, 2016, this practice will end and Fire Telecommunications Supervisors shall be compensated at straight time for the full shift worked on a holiday, unless otherwise eligible for overtime pursuant to Section 11.1(b)(2).

12.2

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

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

12.3

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

12.4

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Retirement Contribution Supplement

- (a) For employees hired on or before June 30, 2011, the City will pay the Employer Paid Member Contribution of 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 (CalPERS). Such amounts will be applied to the employee's individual account in accordance with P.E.R.S. California Government Code Section 20691. Employees hired on or after July 1, 2011 will pay the seven percent (7%) employee contribution towards CalPERS.

Effective August 1, 2011, employees hired on or before June 30, 2011 will pay seven percent (7%) of the Employer's share towards the CalPERS benefit. This employees contribution will be made on a post-tax basis, unless the City obtains a ruling from the I.R.S. that these contributions can be made on a pre-tax basis. During the term of this MOU, the City and B&C shall implement a "flip" providing that employees will pay 7% of the employee's contribution towards the CalPERS benefit.

- (b) PERS Benefits for Employees hired on or before December 28, 2012
The City's CalPERS retirement plan is modified to reflect two percent (2%) at age 55, effective January 1993. The City of Stockton has amended its contract with CalPERS in order to provide a second-tier CalPERS retirement plan with the 2% at 60 formula for all employees hired thereafter in all applicable classifications within the B & C unit, without inclusion of the additional benefits listed below in sections (c), (d), (e), and (f) effective December 28, 2012.
- (c) For Employees hired on or before December 28, 2012, the City will provide military service credit pursuant to the provisions of P.E.R.S. California Government Code Section 21024 and Section 21027, at the employee's expense, upon adoption by Stockton City Council and CalPERS Administration Board.
- (d) For Employees hired on or before December 28, 2012, the City will provide P.E.R.S. California Government Code Section 20692 (Employer

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

Paid Member Contributions Converted to Payrate During the Final Compensation Period) as added CalPERS 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 20692, effective upon adoption by the Stockton City Council and CalPERS Administration Board.

- (e) For Employees hired on or before December 28, 2012, the City will provide P.E.R.S. California Government Code Section 20965 (Credit for Unused Sick Leave) as added CalPERS benefits, to be effective upon adoption by the Stockton City Council and CalPERS Administration Board.
- (f) For Employees hired on or before December 28, 2012, the City will provide P.E.R.S. California Government Code Section 21335 (up to five percent 5.0% Annual Cost of Living Allowance Increase) as added CalPERS benefits, to be effective upon adoption by the Stockton City Council and CalPERS Administration Board.
- (g) PERS Benefits for Employees hired on or after December 29, 2012

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 6 months and are considered legacy employees by PERS AB 340, shall be subject to the PERS pension formula of 2% at 60 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay the employee's statutory employee's contribution for these benefits of 7%.

Employees without Reciprocity:

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

- (h) The City will provide P.E.R.S. California Government Code Section 21574 (Fourth Level of 1959 Survivor Benefits) to employees.

13.2 Uniform Allowance

- (a) Effective July 1, 2013, employees in the following classifications who are required to wear uniforms shall be paid an annual uniform allowance of nine hundred dollars \$900.00, one-half payable in April and one-half payable in October.
- (1) Fire Telecommunications Supervisor;
 - (2) Police Telecommunications Supervisor;
 - (3) Property Room Supervisor; and
 - (4) Supervising Police Records Assistant.
- (b) Effective July 1, 2013, employees in the following classifications who are required to wear uniforms shall be paid an annual uniform allowance of nine hundred and fifty dollars (\$950.00), one-half payable in April and one-half payable in October.
- (1) Animal Services Supervisor; and
 - (2) Supervising Evidence Technician.
- (c) Effective July 1, 2013, employees in the following classifications who are required to wear uniforms shall be paid an annual uniform allowance of nine hundred and seventy-five dollars (\$975.00), one-half payable in April and one-half payable in October.
- (1) Senior Community Service Officer.
- (d) To account for the correct uniform allowance owed during FY 13/14, the City agrees to a one-time payment of fifty dollars (\$50.00) to those classification listed in section 13.2 (a), (b), and (c) as soon as administratively possible.
- (e) Safety Protective Footwear Reimbursement. Employees required to wear safety protective footwear in accordance with City Manager's Administrative Directive HR-034, and approved for safety protective footwear reimbursement, the City will authorize safety protective footwear reimbursement in the amount of one hundred sixty dollars (\$160.00) as needed and approved by the employee's supervisor and department head. The list of classifications and or positions that are required to wear

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

protective footwear is included in the Administrative Procedure and may be amended from time to time to reflect changes in the classifications required to purchase footwear.

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

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

13.4 Deferred Compensation

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

13.5 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-16, Section III. B.

13.6 Longevity Pay

(a) Effective August 1, 2011, longevity pay shall be eliminated. The City, however, shall grandfather employees who have completed twelve (12) continuous years of service with the City as of July 1, 2012, with one and one-half percent (1.5%) of the top salary step of the employee's pay range to the employee as a professional growth.

13.7 Call Back Pay

- (a) Supervisors only who are 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, if eligible for overtime as defined in Section 13.9 below, whichever is greater.
- (b) To be eligible for call back pay, both of the following conditions must be met: 1) the call back must occur outside of the employee's regular work hours including overtime, 2) the call back time worked must not be contiguous to the employee's regular work hours including overtime and 3) an employee is ineligible to receive a premium for both standby and call

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

back. For example, employee shall not receive standby pay for hours in which they are paid overtime or call back pay.

13.9 Standby Duty Pay

Supervisors only who are directed to remain on standby duty during their regular days off shall be paid \$3.00 per hour while assigned to be on standby. Each employee so assigned to "standby" is required to carry a mobile phone or other agreed upon communication device while on standby. Employees on Standby shall respond to calls received as soon as they receive them but in no case longer than 30 minutes and shall be able to report to the work site within forty-five (45) minutes. Employees on Standby shall ensure that they available and able to return to work to perform their assigned duties. An employee shall earn time and one-half (1-1/2) for all actual time worked while on standby duty status only if eligible for overtime as defined in Section 15.4 above. An employee shall not continue to receive the "standby" premium during actual time worked, or for any hours paid as overtime or call back. Standby shall not be considered as time in "paid status because of work performed" for purposes of calculating overtime

Standby will be assigned based on departmental policy. The City agrees to develop department policies by January 1, 2015 and parties agree to meet by March 1, 2015 to discuss the policy adopted by each department.

13.10 Bilingual Pay

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

SECTION 14. INSURANCE PLANS

14.0 Reopener Clause for Health Insurance

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

14.1 Health and Welfare Benefits

- (a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an Employee only, Employee plus One and Employee plus two or more dependents coverage. The City shall offer two or more medical plans to regular employees.
- (b) Eligibility. Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner of another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).
- (c) City Contribution towards the cost of insurance programs.
Effective upon the first full pay period following ratification of this Memorandum of Understanding by the Union and approval by the City Council on its regular agenda in accordance with the Brown Act:
- The City shall contribute up to \$532.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
 - The City shall contribute up to \$969.00 per month toward the cost of the

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

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

- The City shall contribute up to \$1,287.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

Effective July 1, 2015:

- The City shall contribute up to \$543.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- The City shall contribute up to \$988.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.
- The City shall contribute up to \$1,313.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

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

- (c) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.
- (d) Provisional and temporary employees are not eligible for any of the above benefits.
- (e) The City agreed to make Medicare contributions for employees hired in 1985 to 1986 who are not currently covered by Medicare, provided that such payments shall be on a going forward basis only, and such unit members shall be required to pay the employee matching contribution to Medicare. The City entered into a Section 218 Medicare-Only Agreement with the Social Security Administration for this purpose, with an effective date of August 1, 2014.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

14.2 Group Life Insurance Coverage

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

14.3 Long Term Disability Insurance Coverage

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

- (a) Each disability - approximately 66 2/3% of salary up to the maximum salary replacement amount as specified in the City's long term disability plan.
- (a) A 90-day waiting period before eligibility for benefit. Employees may use sick leave and other leave balances to cover this waiting period, or leave without pay.
- (b) Benefit payable until age sixty-five (65).
- (c) The City shall continue its normal contribution for employee medical premiums during the ninety (90) days waiting-period.

14.4 Retiree Enrollment in City Medical Plans

An eligible retiree and eligible dependent may be enrolled at their own expense, in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan). However, the City may discontinue the enrollment of retirees in City sponsored medical plans at its discretion as per the City's Bankruptcy Plan of Adjustment. The City reserves the right to set benefit levels in medical plans for retirees and at it's exclusive option only provide fully insured plan choices to retirees for enrollment. The City reserves the right to discontinue inclusion of retirees in City sponsored medical plans at any time.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retirees.

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

14.5 State Disability Insurance

At the Union's option, pursuant to procedures established by the state, members may elect to receive State Disability Insurance (SDI) coverage at their own expense. SDI will be coordinated with other benefits.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

SECTION 15. SALARY PLAN

15.1 Salary Adjustments

Employees will receive a base salary increase of 2% on July 1, 2015.

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 when such a conversion is appropriate. In determining equivalent amounts on different time basis, the City shall provide tables or the regulations for the calculation of payment for service of less than full-time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

15.3 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 Director of Human Resources.

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 employee's current base salary, except that the next step shall not exceed the maximum salary of the higher rank. Add pays are not included in the calculation of base salary for purposes of this section. When an employee is promoted into

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

another bargaining unit, the new bargaining unit's salary on promotion rules shall apply. When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which demoted.

15.6 Salary On Reinstatement

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, 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 Pay Equity Adjustments

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

15.9 Special Assignment Pay

The department head and with the concurrence of the Director of Human Resources may approve additional compensation in an amount not to exceed one additional salary step when an employee is assigned to perform additional duties and responsibilities for the duration of the special assignment.

15.10 Emergency Medical Services (EMS) Dispatcher Accreditation Pay

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

- (b) The City and the Association acknowledge that as of July 1, 2008, the San Joaquin County EMS Agency requires all employees of agencies providing emergency medical dispatch (EMD) services to possess and maintain accreditation through San Joaquin County, to include compliance with EMS Agency and National Academies of Emergency Dispatch (NAED) policies, procedures, protocol, and standards. Fire Telecommunications Supervisors are among those employees represented by the Association who must acquire and maintain accreditation by the San Joaquin County EMS Agency as a condition of providing EMD services for the City.
- (c) The City and the Association acknowledge that in the event the San Joaquin County EMS Agency rescinds the certification of any bargaining unit employee as a result of any dispute arising from the exercise of the power set forth in San Joaquin County EMS Agency Policy No. 2101 (or any successor or similar policy), the City will make every effort, insofar as practicable and fiscally responsible, to employ such persons in positions for which such employees are qualified or may become qualified within a reasonable period of time and that do not require accreditation by the San Joaquin County EMS Agency.
- (d) Emergency Medical Services (EMS) Dispatcher Accreditation Pay. Effective January 1, 2009, the City shall compensate all Fire Telecommunications Supervisors who are accredited as San Joaquin County Emergency Medical Services Dispatchers an additional one-hundred seventy five dollars (\$175) per month. If the employee fails to maintain the accreditation or if the accreditation is no longer required for the position, payment of the stipend shall cease.
- (e) Continuing Education for Emergency Medical Dispatchers. The City shall provide to Fire Telecommunications Supervisors all necessary EMD continuing education during normal working hours and at no cost to the employee. However, employees who do not participate in the EMD training offered by the City during normal working hours shall be responsible to complete the necessary continuing education on their own time without additional compensation; provided, however, that all necessary ride-along hours shall be compensated as time worked.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

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 July 1, 2014 shall remain in full force and effect to and including the 30th day of June, 2016 and shall continue thereafter from year to year unless at least sixty (60) days prior to the expiration date of June 30, 2016, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

SECTION 20. MAINTENANCE OF OPERATIONS/CITY RIGHTS

- (a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented thereby agrees that from 12:01 a.m. of June 30, 2012, through and inclusive of June 30, 2013 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.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

SECTION 21. BANKRUPTCY

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

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

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU
Term: July 1, 2014 – June 30, 2016

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on December 2, 2014, and by an affirmative vote of the Stockton City Council on 1/27/15. The parties hereto have executed this Memorandum of Understanding this 19th day of February
MID-MANAGEMENT/SUPERVISORY LEVEL CITY OF STOCKTON
UNIT

APPROVED AS TO FORM:

By: Robert Applegate
ROBERT APPLGATE
President

Approved as to form:
Goyette & Associates, Inc.

By: Kim Gillingham
KIM GILLINGHAM
Labor Representative for Association

By: Kurt Wilson
KURT WILSON
City Manager

By: Teresa Zadroga-Haase
TERESIA ZADROGA-HAASE
Director of Human Resources

By: Allyson Hauck
ALLYSON HAUCK
Negotiator for the City

Approved as to form:

John Luebberke, City Attorney

By: Marci Arredondo
MARCI ARREDONDO
Deputy City Attorney

ATTEST:
CLERK OF THE CITY OF STOCKTON

By: Kathleen



MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) SUCCESSOR MOU

Term: July 1, 2014 – June 30, 2016

**APPENDIX A - LIST OF JOB CLASSIFICATIONS
RECLASSIFIED AS FLSA EXEMPT**

<u>Job Classification Title</u>	<u>Job Classification Title</u>
<u>Arborist</u>	<u>Senior Golf Course Supervisor</u>
<u>Architect</u>	<u>Senior Parks Supervisor</u>
<u>Assistant City Traffic Engineer</u>	<u>Senior Planner</u>
<u>Associate Civil Engineer</u>	<u>Supervising Accountant</u>
<u>Associate Engineer</u>	<u>Supervising Librarian</u>
<u>Associate Engineer/Mechanical</u>	<u>Supervising Plan Checker/Structural Engineer</u>
<u>Associate Engineer/Traffic</u>	<u>Supervising Real Property Agent</u>
<u>Associate Mechanical Engineer</u>	<u>Supervisory Control & Data Acquisition/Computerized Maintenance Management System Program Manager</u>
<u>Associate Traffic Engineer</u>	<u>Technology Systems Supervisor</u>
<u>Budget Analyst II</u>	<u>Tree Maintenance Supervisor</u>
<u>Code Enforcement Field Manager</u>	<u>Senior Economic Development Analyst</u>
<u>Computer Operations & Maintenance Supervisor</u>	
<u>Craft Maintenance Supervisor</u>	
<u>Deputy Building Official</u>	
<u>Financial Services Supervisor</u>	
<u>Fleet Manager</u>	
<u>Geographic Information Systems Administrator</u>	
<u>Geographic Information Systems Supervisor</u>	
<u>Housing Program Supervisor</u>	
<u>Library Division Manager</u>	
<u>Micro-Computer Section Supervisor</u>	
<u>Network Support Services Supervisor</u>	
<u>Park Facility Planner</u>	
<u>Plan Check Engineer</u>	
<u>Program Manager I</u>	
<u>Program Manager II</u>	
<u>Quality Improvement Coordinator</u>	
<u>Risk/Loss Control Officer</u>	
<u>Senior Administrative Analyst</u>	
<u>Senior Buyer</u>	
<u>Senior Civil Engineer</u>	