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has been satisfactory to the appointing authority, then the appointing authority shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee in the service is desired. The City will make a good faith effort to notify a probationary employee two (2) weeks before the end of the probationary period whether or not regular status is granted; however, a failure on the part of the appointing authority to file such a statement at the end of the probationary period shall constitute a rejection of the probationer as defined in Civil Service Rules.

During the probationary period an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment, shall be reinstated to the position from which promoted unless charges are filed and the employee is discharged in the manner provided in Section 7 of this Memorandum of Understanding and in the Civil Service Ordinance and Civil Service Rules, which are consistent therewith.

Section 5. Layoff

5.1 Layoff

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

5.2 Layoff Scope

(a) Layoffs shall be within departments of the City.

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

(1) City Attorney
(2) City Auditor
(3) City Clerk
(4) City Manager
(5) Community Development
(6) Financial Management
(7) Fire
(8) Housing and Redevelopment
(9) Human Resources
(10) Information Technology
(11) Library
(12) Municipal Utilities
(13) Parks and Recreation
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(14) Police
(15) Public Works

5.3 Notice of Layoff

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

5.4 Precedence by Employment Status

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

(1) extra help or seasonal
(2) provisional
(3) temporary
(4) probationary

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

The following provisions shall apply in computing total continuous service:

(1) Time worked in a regular or probationary status shall count as service.
(2) Time spent on military leave shall count as service in the event the leave was taken subsequent to entry.
(3) Time worked in an extra help, seasonal, provisional, temporary, grant or other limited term status shall not count as service.

If two (2) or more employees have the same seniority, the most recent performance evaluation shall determine seniority.

(b) Any employee in the Supervisory Unit who is laid off may complete a City employment application for any position currently staffed by a part time, provisional, or temporary employee. The Human Resources Department will
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evaluate the employment application. If the laid off employee meets the minimum qualifications of that position, he/she shall have the option of displacing the part time, provisional, or temporary employee.

5.5 Employee Options

Employees laid off shall have any of the following choices:

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

(b) Taking a voluntary demotion within the department to a classification in which the employee had prior regular status, thus displacing the employee working in the classification who has the least seniority in that classification.

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 from the date of layoff, provided timely payments of the premiums by the employee are made to the City, according to City regulations, and provided the employee otherwise meets the requirements of Federal and State regulations.

Section 6. Reemployment

(a) The name of each employee who is laid off in accordance with Section 5. shall be placed at the head of the eligibility list for the class of positions which that employee held, and shall be given preference in filling vacancies in that class.

(b) An employee laid off in accordance with this Section shall be placed on the eligibility list or lists for any lower or comparable class or classes in the same department, provided that the appointing authority and the department head in charge of this lower or comparable class determine that the employee is competent to perform the duties thereof in strict accordance with the class specifications. This right of a laid off employee shall remain effective for two (2) years from the date of latest separation from the service. The employee shall not be placed on said eligibility list or lists without first submitting a written request. Employee’s place on said list or lists shall be at the head of the eligibility list for the class of positions for which qualified as hereinabove set forth and shall be
given preference in filling vacancies except for those persons placed on said list or lists of reemployment in the same positions previously held. Upon certification for appointment to a new position never having been held by this employee, the probationary period must be completed as required in this Memorandum of Understanding.

Section 7. Discipline

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

Upon the employee's written request and department head's approval, all written reprimands shall be removed from the employee's official personnel file after a period of one (1) year, if there has been no reoccurrence of the infraction and the employee has a good work record. Upon the employee's written request and department head's approval, all other disciplinary records shall be removed from the employee's official personnel file after two (2) years, if there has been no reoccurrence of the infraction and the employee has a good work record. In no event, upon the employee's written request, shall written reprimands remain in the employee's official personnel file after five (5) years from the date of written notice.

7.1 Predisciplinary Rights

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

(a) Notice of proposed discipline.

(b) Date(s) proposed discipline will be effective.

(c) Reasons for the proposed discipline, the specific grounds and particular facts upon which the action is taken.

(d) Ten (10) calendar days in which an employee or the representative may respond either orally or in writing to the department head.

(e) The employee must be provided with any written materials, reports and documents upon which the action is based.
7.2 Administrative Leave

The City may place an employee on administrative leave with pay pending the completion of the predisciplinary process.

7.3 Provisions

The appointing authority may discharge, suspend or demote any employee in the classified service provided the Stockton Municipal Code provisions and the rules and regulations of the Civil Service Commission and any applicable provisions of law are followed. Such provisions allow the employee suspended, demoted or discharged to appeal such action. The employee may take only one (1) of the following actions:

(a) File no appeal.

(b) File an appeal with the Civil Service Commission within ten (10) calendar days of written notification of the action. (Such filing will foreclose use of the grievance procedure.)

(c) File a grievance as provided for in Section 8 within ten (10) calendar days of written notification of the action.

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

Section 8. Grievance Procedures

8.1 Definition

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

8.2 Filing Deadline

(a) 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) calendar days of the time at which
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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.

(b) With written consent of the Director of Human Resources or his/her designee and the Union Business Agent or his/her designee, time limits may be extended and/or Steps 1, 2 and/or 3 of the Grievance Procedure waived.

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 twenty (20) calendar days from the day of presentation or if the employee elects to submit the grievance directly to the Union recognized as the representative of that employee's classification, or if the employee/Union official notifies the Director of Human Resources, in writing, that a grievance exists, the procedure hereinafter specified may be invoked.

(b) Step 2 - Director of Human Resources Review. If the employee is not satisfied with the response at level one, then the employee may appeal the grievance to the Director of Human Resources within twenty (20) calendar days of the receipt of written response at level one. 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 Union may file and process grievance(s) on behalf of the specifically named employee. The Director of Human Resources shall have twenty (20) calendar days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph, except for the resolution of compensation complaints.

(c) Step 3 - Adjustment Board. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is present during the terms of this Memorandum of Understanding, within twenty (20) calendar days of the receipt of the level three response, such grievance shall be submitted to an Adjustment Board comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring
process.

(d) **Step 4 - Arbitration.** If an Adjustment Board is unable to arrive at a majority decision, within twenty (20) calendar days either the Union or the City may require that the grievance be referred to an impartial 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 Conciliation Service. The arbitrator shall be chosen by the alternative strike method, with first choice being determined by lot. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(e) **Effect of Decision.** Decisions of Adjustment Boards and 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**

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

(b) Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable 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 Board of Adjustment or arbitrator selected pursuant to this Section shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Board of Adjustment or arbitration proceedings hereunder) will be recognized unless agreed to by the Director of Human Resources and the Union.
8.5 Other Provisions

If the Director of Human Resources or City Manager, in pursuance of the procedures outlined above, resolves a grievance which involved suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute his judgment for the judgment of management and if the findings are that the City had such right, the arbitrator may not order reinstatement and may not assess any penalty upon the City.

Complaints which allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances and processed pursuant to Section 8.3. 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) calendar days from the date upon which the complaint was filed.

Specified time limits may be modified only in writing. All appeals and responses must be provided in writing.

A grievant will be provided release time without loss of pay for all required meetings with management. The City cannot discriminate or retaliate in any manner against an employee for filing a grievance or exercising rights under this Section.

The provisions of this Section shall not abridge any rights 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, under the Stockton Municipal Code, may be within the sole province and discretion of the Civil Service Commission.

All grievances of employees in representation units represented by the Union shall be processed under this Section. If the Stockton Municipal Code and/or the Civil Service Rules and Regulations requires that a differing option be available to the employee, no action under paragraph (d) or (e) of Subsection 8.3 above shall be taken unless it is determined that the employee is not utilizing such option.
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No action under paragraph (d) or (e) of Subsection 8.3 above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission or if the complaint or grievance is pending before the Civil Service Commission.

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

Section 9. Leaves

9.1 Vacation Leaves

(a) The vacation plan provides for a flat allowance, a maximum carryover limit, and a sell-back provision.

(b) Vacation Allowance. On July 1st of each fiscal year, employees shall receive a vacation allowance, which shall be the employee’s vacation credit for the fiscal year as follows:

(1) Employees with less than five (5) years of continuous City service shall receive fifteen (15) days.

(2) Employees with five (5) years of continuous City service shall receive twenty (20) days.

(3) Employees with fifteen (15) and up to twenty-five (25) years of continuous City service shall receive twenty-five (25) days.

(4) Employees shall receive one (1) additional day vacation allowance for each year of continuous City service beyond twenty-five (25) years.

(c) Vacation Carryover Maximum. Employees shall be granted a maximum carryover of one (1) previous year’s vacation allowance plus fifteen (15) days as of June 30 of any fiscal year.
(d) *Vacation Carryover in Excess of Maximum.*

(1) Whenever an employee's vacation hours exceed the maximum vacation carryover provision, the excess hours shall automatically be credited to the employee's sick leave balance at the end of the fiscal year.

(2) Employees may carryover vacation hours in excess of the maximum allowed, as referenced above, when the vacation hours remain because of being in a paid status during a period of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.

(e) *Vacation Sell-Back Maximum*

(1) An employee may elect to receive cash payment for up to a maximum of one hundred (100) hours of his/her accumulated vacation balance upon commencement of a scheduled vacation of forty (40) consecutive hours or more.

(2) An employee may elect to receive cash payment for two and one-half (2-1/2) days of his/her accumulated vacation balance for each one (1) day scheduled vacation taken. Either option may not exceed one hundred (100) hours of cash vacation sell-back per fiscal year.

(f) *Vacation Allowance for Separated Employees.* Whenever an employee is separated from City service, remaining vacation allowance, if any, shall be added to final compensation.

(1) In the event an employee separates from City service after having been credited with vacation days/hours, but prior to earning the vacation credits or any portion thereof, such credits shall be reduced to reflect the actual term of City service. When appropriate, in accordance with applicable law, the City may deduct from the employee's final compensation an amount equal to cover the cost of reimbursing the City for any used but unearned vacation credit.

(2) Any reimbursement owed shall be considered a debt for which the City is entitled to payment.
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(3) An employee who has resigned in good standing and is subsequently reinstated within two (2) years from the date of resignation shall have prior service counted in determining eligibility for vacation benefits, deducting therefrom the amount of time between the date of resignation and the date of reinstatement which shall not be counted in determining eligibility.

9.2 Sick Leave

(a) **Accrual.** All regular full-time employees shall accrue sick leave at the rate of ten (10) hours for each month of completed service.

All regular employees, except provisional and temporary employees, scheduled to work less than a full month shall accrue sick leave on a prorated basis. Unused sick leave shall accrue from year to year. Employees shall continue to accrue sick leave while off duty on authorized sick leave; provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

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

Preventive medical, dental, optical care, illness, injury or exposure to contagious disease which incapacitates the employee from performing normal work duties. This includes disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

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

Employees may utilize up to one-half of their annual sick leave accrual in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care that otherwise would not be covered by the FMLA or CFRA Leaves.

Such leave shall be restricted to the employee's parents, spouse, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, legal dependant, and registered domestic partner.
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In special cases, with the approval of the Director of Human Resources, a department head may grant the use of sick leave in other circumstances.

It is not the intent of this provision to conflict with any state or federally mandated policies, such as the Family Medical Leave Act (“FMLA”), the California Family Rights Act (“CFRA”), or Pregnancy Disability Leave (“PDL”).

(d) Reporting Procedures for Sick Leave. When the requirement for sick leave is known to the employee in advance of the absence (for example, including but not limited to scheduled medical, dental or vision appointments), 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.

(e) Verification Procedures

(1) Before being paid for the use of accrued sick leave, the employee shall submit a signed statement to the department head, on a prescribed form, stating the dates and hours of absence, the exact reason, and such other information as is necessary for the request to be evaluated. If an employee doesn’t return to work prior to the preparation of the payroll, other arrangements may be made with the department head.

(2) Doctor’s Certificate or Other Proof. If an employee’s illness results in an absence from work for more than three (3) consecutive days, a doctor’s certificate or other reasonable proof of illness may be required.

The department head may make such sick leave usage reviews and may require such additional documentation, including a physician’s statement, as he/she deems necessary before approving 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.
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(g) Payment for Unused Sick Leave. Upon separation of employment by reason of death, service or disability retirement or resignation and after completion of ten (10) years or more of continuous City service, the employee or the employee’s estate will be paid fifty percent (50%) of the total unused sick leave at its current value.

9.3 Other Leaves with Pay

(a) Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon request be granted up to three (3) days bereavement leave with pay without charge to his accumulated sick leave credits or vacation eligibility. For the purposes of this paragraph, the immediate family shall be restricted to the employee’s parents, spouse, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, and 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 with full pay for each day the employee serves on jury duty or testifies as a witness in a criminal case, other than as a defendant. 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.

Jury duty or witness duty appearances shall be considered in terms of "whole days" (8 hours) or "half days" (4 hours) of service. 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.
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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 head.

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 a party, together with travel time necessarily involved, shall not be considered absent from duty within the meaning of the Section.

(c) Military Leave. An employee of the City who is a member of the National Guard or Naval Militia or a member of the 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) days in any calendar year.

All regular employees in the service of the City shall be allowed leave of absence without pay for 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 position they held when they were inducted into Military Service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

In the case of a probationary employee having served a minimum probationary period of six (6) months at the time of induction, it shall be optional with the department head and the Director of Human Resources to grant regular status to said employee before induction.

All probationary employees inducted into Military Service not having served the minimum probationary period of six (6) months, or having served the minimum probationary period of six (6) months, but not having received regular status 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.
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Two (2) 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.

9.4 Workers’ Compensation Leave

(a) Benefits. Workers’ Compensation benefits shall be provided in accordance with State law, whenever an employee is absent from duty because of disability caused by illness or injury which has been declared to be compensable under the Workers’ Compensation Law.

(b) Eligibility. Salary Continuation benefits shall be payable from the first day of covered absence. If injury or illness is job related, or recurrence of a previous job related illness or injury, the claim must be verified with a written physician statement otherwise disability leave will not be authorized. If verification is not received, any absence from duty not authorized will be charged to the employee’s sick leave.

(c) Payment. Workers’ Compensation/Salary Continuation will be paid in accordance with the following schedule:

(1) Employees shall be afforded a maximum of twelve (12) months Salary Continuation for each industrial illness or injury.

(2) Employees absent from duty due to a work related disability, and Salary Continuation benefits have been exhausted may, at their option, use their accumulated sick leave or annual leave to such extent when added to any temporary disability indemnity received under section 4650 et seq. of the California Labor Code will enable employees to receive full salary until their accumulated sick/annual leaves are exhausted. In such event, the employee’s accumulated sick/annual leave will be charged only in proportion to the amount required to supplement temporary disability payments to enable payment of full salary.

(d) Forms and Procedures. Salary Continuation approval will follow the same procedure as for sick leave approval. Salary Continuation payments will be contingent on the City’s acceptance of the injury or illness as compensable under the Workers’ Compensation Law.
9.5 Leave of Absence

(a) 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.

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

(c) Leaves of absence without pay for illness may only be approved following the expiration of sick leave and vacation, where applicable.

(d) 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.

(e) 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.

9.6 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 canceled, or at the expiration of a leave, shall be considered an absence without official leave and shall be subject to discipline.
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(b) Voluntary Resignation. Any employee absent without official leave for two (2) or more consecutive days without a satisfactory explanation shall be deemed to have voluntarily resigned from the City of Stockton. An employee must provide a written statement to the Human Resources Department regarding a "satisfactory explanation", within ten (10) calendar days after the City mails a notice of voluntary resignation to the employee's last known address.

9.7 Parental/Adoption/Pregnancy Leave

Family medical leaves 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.

Section 10. Days and Hours of Work

10.1 Workweek

The workweek shall be from Sunday at midnight through the following Saturday at midnight.

10.2 Meal Periods and Rest Periods

(a) Employees shall receive a one (1) hour or one-half (1/2) hour 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.

(b) Where operational requirements of a department require deviations from this schedule, meal periods of other durations and alternate rest periods may be instituted with the approval of the Department Head or Designee.

Section 11. Overtime

11.1 Overtime Authorization

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

The following provisions pertaining to authorized overtime work shall apply to those employees whose normal work period is eight (8) hours per day and forty (40) hours per week:

(a) Time worked in excess of forty (40) hours in any workweek shall be paid for at time and one-half (1-1/2) including employees employed on a per hour basis or except as provided elsewhere herein. Time worked shall include time paid for pre-approved leaves.

(b) On a holiday observed by the City an employee shall be paid for a regular day plus time and one-half (1-1/2) for actual time worked not to exceed eight (8) hours including employees employed on a per hour or per day basis, or except as provided elsewhere herein.

(c) Any time worked in excess of eight (8) hours on a holiday observed by the City shall be paid for at double time and one-half (2-1/2) except for employees employed on a per hour or per day basis, except as provided elsewhere herein.

(d) The City may require mandatory overtime when operational needs of the City dictate the need to work such overtime. Work in excess of forty (40) hours in any workweek will be paid at time and one-half pay or CTO in accordance with Section 11.4 (b).

11.3 Standby Duty

When warranted and in the interest of the City operation, department heads or designee may assign employees to "standby" status.

(a) Application of "standby" shall be as follows:

(1) Each employee so assigned to "standby" shall be provided with a communication device while on standby and shall be able to report to the work site with best efforts within 30 minute; in no event longer than forty-five (45) minutes.

(2) Employees on standby shall have the option to trade days and/or weeks of standby status with another qualified employee in the same unit or division with departmental approval.

(3) Standby shall be assigned in a minimum of eight (8) hours
blocks, i.e., Monday - Friday work week standby can be 8, 16, 24 hour blocks. The block of standby will be to one (1) person per 24 hour period.

(4) Standby for weekends i.e., Saturday, Sunday or extended holiday weekends (Friday - Sunday, or Saturday - Monday) will be assigned 8 - 48 hour blocks to one (1) person per weekend (up to 72 hours for holiday weekend).

(b) Compensation of "standby" shall be as follows:

(1) Employees assigned to standby duty shall be paid two (2) hours for every eight (8) hours of standby, and time and one-half (1- 1/2) for all actual time worked while on standby duty status.

(2) Employees assigned to standby duty status on holidays observed by the City shall be paid two (2) hours for every eight (8) hours of standby, time and one-half (1-1/2) for all actual time worked while on standby duty status, and double time and one-half (2 1/2) for all actual time worked in excess of eight (8) hours while on standby duty status.

11.4 Call Back

Employees called back to work from off duty status, the employee shall be compensated for a minimum of two (2) hours and forty-five (45) minutes pay at time and one-half (1-1/2) or actual time worked at time and one-half (1-1/2), whichever is greater.

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

(a) The call-back must occur outside of the employee's regular work hours; including overtime.

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

11.5 Compensatory Time

(a) Definition. Time off with pay in lieu of overtime pay.
MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)

(b) **Accrual.** For hours in excess of forty (40) hours in a seven (7) day work period, Compensatory Time shall be earned at the rate of time and one-half (1 1/2).

(c) **Use.** Use of Compensatory Time shall be scheduled with the due consideration for the wishes of the employee and so as to not interfere with the normal operation of City business. Approval of request for use of Compensatory Time shall be at the sole discretion of the department head, but once approved, cannot be changed unless an emergency situation arises.

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

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

11.6 **Meal Allowance**

The City shall provide a meal allowance of FIFTEEN DOLLARS AND NO CENTS ($15.00) for an employee who is held over and works a minimum of four (4) hours. Employees called back to work or called back from a day off with less than two (2) hours notice shall qualify for the FIFTEEN DOLLARS AND NO CENTS ($15.00) meal allowance when they work a minimum of four (4) hours. Extension of the work schedule or call-back must be properly authorized by the employee’s supervisor or other designated personnel.
Section 12. Holidays

12.1 Qualifying for Holiday Pay

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.

12.2 Holidays Observed by the City

(1) January 1 .......................................................... New Years' Day
(2) Third Monday in January (FLOATING) ........... Martin Luther King Jr.'s Birthday
(3) Second Monday in February (FLOATING) ............. Lincoln's Birthday
(4) Third Monday in February (FLOATING) ............... Washington's Birthday
(5) March 31 (FLOATING) .......................................................... Cesar Chavez Birthday
(6) Last Monday in May .......................................................... Memorial Day
(7) July 4 .......................................................... Independence Day
(8) First Monday in September ........................................ Labor Day
(9) Second Monday in October (FLOATING) ............. Columbus Day
(10) November 11 .......................................................... Veteran's Day
(11) Fourth Thursday in November .............................. Thanksgiving
(12) The day following the day known as Thanksgiving
(13) December 25 .......................................................... Christmas Day
(14) Employee's Birthday (FLOATING)

FLOATING holidays must be scheduled and used within the calendar year.

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

If any of said holidays fall on a Sunday, the following Monday shall be observed as a holiday. If any of said holidays fall on a Saturday, the preceding Friday shall be observed as a holiday.

In order to receive Holiday Pay, the employee must work or be on a pre-approved paid status the day before and the day after the holiday, unless it is the employee's regularly scheduled day or hours off.

12.3 Compensation for Holidays Worked

Prior approval for holiday work must be secured from the department head except in emergency situations where said approval cannot be obtained
beforehand.

Section 13. Compensation and Allowance Other Than Base Salary

13.1 Retirement Contribution Supplement

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

The City's P.E.R.S. retirement plan is two percent (2%) at age 55.

The City's P.E.R.S. retirement plan is modified to reflect California Government Code section 20930.3 (Military Service Credit as Public Service) and section 20930.33 (Military Service Credit for Retired Persons) effective upon adoption by Stockton City Council and Board Administration of the P.E.R.S.

The City will provide P.E.R.S. California Government Code section 20692 (Employer Paid Member Contributions Converted to Payrate during the Final Compensation Period) as added P.E.R.S. benefits. At the beginning of employee's last year of employment, the employee will pay their employees' seven percent (7%) benefit cost through an automatic payroll deduction. The City will increase the base salary for those employees by the same seven percent (7%) for the last twelve (12) months of employment. Internal Revenue Service (IRS) Code 414H(2) will be concurrently implemented with P.E.R.S. California Government Code section 20692, to be effective upon adoption by the Stockton City Council and P.E.R.S. Administration Board.

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

The City will provide P.E.R.S. California Government Code section 21574 (Fourth Level of 1959 Survivor Benefits) as added P.E.R.S. benefits, to be effective upon adoption by the Stockton City Council and P.E.R.S. Administration Board.

The City will provide PERS California Government Code section 21335 up to a five percent (5.0%) Annual Cost-of-Living Allowance, as added PERS benefit.
MEMORANDUM OF UNDERSTANDING (SUPERVISORY UNIT – MUNICIPAL UTILITIES DEPARTMENT)

13.2 Uniforms

(a) The City shall provide uniforms for all employees assigned to this unit who request uniform provisions and must wear City provided uniforms.

(b) Safety Protective Footwear Reimbursement Allowance. Employees required to wear safety protective footwear in accordance with City Manager's Administrative Directive PER-034, and approved for safety protective footwear reimbursement, the City will authorize safety protective footwear reimbursement in the amount of TWO HUNDRED DOLLARS ($200.00)

13.3 Preventive Shots

Those employees in the Municipal Utilities Department whose work assignments involve potential exposure to hazardous waste water shall, at the employee's option, be provided all necessary medical immunization available for the prevention of job incurred illness.

13.4 Educational Incentive Pay

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

13.5 Special Driver's License Pay

Job classifications requiring a Class A and/or Class B Driver's License or Hazmat endorsement will receive special pay equal to one and one-half percent (1-1/2%) of top step of job classification.

Special Driver's License Pay will only be implemented with the concurrent implementation of the Operating Engineers' Local No. 3 - City of Stockton, Drug/Alcohol Safety Program.

13.6 Longevity Pay

The City shall pay each employee who completes twelve (12) continuous years of service with the City, two and one-half percent (2.5%) of top salary step of the