SECTION 4. PROBATION

4.1. Purpose
The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of the employee to his/her position, and for eliminating any probationary employee whose performance does not meet the required standards of work.

4.2. Original Entrance Positions
All original entrance sworn positions shall be tentative and subject to a probationary period of eighteen (18) months. The probationary period for entrance sworn positions shall not be extended.

4.3. Retention/Rejection of Probationer
The Director of Human Resources shall notify the appointing authority at least four (4) weeks prior to the termination of any probationary period. At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, 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 is desired. During the probationary period an employee may be rejected at any time by the appointing authority.

4.4. Promotional Positions
Promotional appointments in the Fire Department are permanent appointments not subject to a probationary period.
SECTION 5. LAYOFF

Any employee may be laid off by the appointing authority in the event of the abolition of his/her position by the City Council or if a shortage of work or funds requires a reduction in personnel. The appointing authority shall have the power to determine, after consideration of work requirements and the efficiency and conduct of individual employees and their length of service, the order in which employees shall be laid off.

5.1. Layoff Scope

a. Layoffs shall be within departments of the City.

b. The departments of the City are defined as follows:

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

5.2. Notice Of Layoff

The City will give advance written notice of at least one (1) pay period to employees who will be laid off.

5.3. Precedence By Employment Status

No permanent employee 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 permanent employee. The order of layoff among employees not having permanent status shall be according to the following categories, as listed in ascending order:

a. Extra Help
b. Provisional
c. Temporary
d. Probationary
Layoffs shall be by job classification according to the length of time served in that class with the employee having the least amount of time served in the class to be laid off first. For the purpose of this procedure, part time classes shall be considered as separate from and shall be laid off prior to regular full time classes. The following provisions shall apply in computing total continuous service:

a. Time spent on military leave shall count as service if the leave was taken subsequent to entry in the Department.

b. Time worked in an extra help, seasonal, provisional, temporary, grant, or other limited term status shall not count as service for any other class.

c. Time worked in a permanent or probationary status shall count as service time.

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

5.4. **Employee Options**

Employees laid off shall have 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 (total service) seniority. 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 permanent status, thus displacing the employee working in that classification who has the least (total service) seniority.
SECTION 6. REEMPLOYMENT

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

The order in which names shall be placed on the reemployment list for any class shall be established by resolution from time to time by the Civil Service Commission. The Civil Service Commission shall determine this order by impartial investigation based upon consideration of work requirements, the efficiency and conduct of the individual employees, their length of service, and recommendation by the appointing authority and the Fire Chief.

In filling vacancies, eligibles on reemployment lists take precedence over eligibles on any other lists for the same rank in the department for which the lists apply.
SECTION 7. DISCIPLINE

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

The appointing authority may discharge, suspend, or demote any employee in the classified service provided the City Charter provisions, 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 file an appeal to the Civil Service Commission. The employee may take any one (1) of the following actions:

a. File no appeal.

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

c. File a grievance as provided for in Section 8.2, below, within ten (10) business days of receipt of written notification of the action.

If the employee fails to do "b" or "c," above, within the prescribed time frames, those 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

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 the affected employee received written notification of such action.

For purposes of filing appeals and grievances, the City of Stockton’s business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding City-recognized holidays.

8.3. Grievance Processing

a. Step 1 - Departmental Review. Any employee who believes that he/she has a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit his/her grievance directly to the Union’s recognized representative, the procedures set forth in Step 2, below, may be invoked.

b. Step 2 - Director of Human Resources Review. Any employee or any official of the Union may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have fourteen (14) working 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 - City Manager Review. Any grievance that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a
statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

d. **Step 4 - Arbitration.** If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

e. **Effect of Decision.** Decisions of arbitrators on matters properly before them shall be final and binding on the parties, except as otherwise provided 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 Union and unless such dispute falls within the definition of a grievance as set forth in paragraph 8.1, above.

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. The arbitrator selected pursuant to this section shall not 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 arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

8.5. **Other Provisions**

If the Director of Human Resources or the City Manager, in pursuance of the procedures outlined above, resolve a grievance which involves 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/her judgment for the judgment of management and
if the arbitrator finds that the City had such right, he/she 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 City Manager. Only complaints that 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 sixty (60) days from the date upon which the complaint was filed.

The provisions of this section shall not abridge any rights to which an employee may be entitled under the City Charter, nor shall it be administered in a manner that would abrogate any power which, under the City Charter, 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 City Charter requires that another option 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/herself of such option.

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

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.
SECTION 9. LEAVES

9.1. Vacation Leave

a. Accrued Vacation Allowance. All regular employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave nine-(9) shifts-(18 days) of vacation per calendar year as follows:

(1) 40 hour workweek employee:

<table>
<thead>
<tr>
<th>Under 1.5 years</th>
<th>80 hours</th>
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</thead>
<tbody>
<tr>
<td>1.5 – 7.5 years</td>
<td>108 hours</td>
</tr>
<tr>
<td>7.5 – 15 years</td>
<td>144 hours</td>
</tr>
<tr>
<td>15 – 25 years</td>
<td>189 hours</td>
</tr>
<tr>
<td>25 plus years</td>
<td>additional 7 hours each year</td>
</tr>
</tbody>
</table>

(2) 56 hour workweek employee:

<table>
<thead>
<tr>
<th>Under 1.5 years</th>
<th>120 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.5 – 7.5 years</td>
<td>162 hours</td>
</tr>
<tr>
<td>7.5 – 15 years</td>
<td>216 hours</td>
</tr>
<tr>
<td>15 – 25 years</td>
<td>283.5 hours</td>
</tr>
<tr>
<td>25 plus years</td>
<td>additional 10.5 hours each year</td>
</tr>
</tbody>
</table>

b. Maximum Vacation Accrual. Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave and balances without exception. For employees who on August 1, 2011 have vacation balances that exceed their maximum shall have until June 30, 2012 to use sufficient vacation to get under the maximum allowed. If an employee does not get below the maximum by that date, they shall retain their existing earned vacation but shall not earn any additional vacation until they are under the maximum vacation accrual allowed. Employees shall accrue vacation on a twice-monthly basis.

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

<table>
<thead>
<tr>
<th>Under 1.5 years</th>
<th>200 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.5 – 7.5 years</td>
<td>240 hours</td>
</tr>
<tr>
<td>7.5 – 15 years</td>
<td>280 hours</td>
</tr>
<tr>
<td>15 – 25 years</td>
<td>320 hours</td>
</tr>
<tr>
<td>26 years</td>
<td>328 hours</td>
</tr>
</tbody>
</table>
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

27 years  336 hours
28 years  344 hours
29 years  352 hours
29 plus years  7 hours each additional year

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

c. Longevity Vacation Allowance. All regular employees, excluding provisional, temporary, and part-time employees, shall accrue longevity leave in accordance with the following schedule:

(1) Program is eliminated as of July 1, 2011. Employees with accrued longevity allowance positive balances as of June 30, 2011 will have those balances frozen and cashed out upon separation at the employee's rate of pay on June 30, 2011. Upon four (4) years through seven (7) years of continuous employment, seven and one-half (7 1/2) shifts (15 days), either time or pay.

(2) Annual longevity vacation allowance accrual credited on January 1, 2011 shall be reduced by fifty percent (50%). Upon eight (8) years through thirteen (13) years of continuous employment, nine (9) shifts (18 days), either time or pay.

(7) Upon fourteen (14) years through twenty-one (21) years of continuous employment, eleven and one-half (11 1/2) shifts (23 days), either time or pay.

(8) Upon twenty-two (22) years of continuous employment, fourteen (14) shifts (28 days), either time or pay. This benefit is a one-time credit and shall occur only in the twenty-second year.

(9) After twenty-two (22) years of continuous employment, an employee shall no longer receive the Longevity Vacation Allowances established in subsections 0.1.b (1) through 0.1.b (4) above. Instead, such...
employees shall receive one (1) additional day of vacation leave allowance per year for each additional year of service after twenty-two (22) or continuous years of employment.

(40) Accrual. The Longevity Vacation Allowance provided in this section shall be credited to an employee’s leave balance upon the commencement of the calendar year in which the employee’s anniversary date triggering the allowance occurs. Longevity Vacation Allowance is earned on a prorated basis.

c. Scheduling.

(1) 48/96 Shift Schedule

The 48/96 Shift Schedule for line fire suppression employees shall continue indefinitely with the contingency that the Fire Chief shall retain the ability to discontinue, change or otherwise alter the work schedule consistent with his/her management responsibility to control and direct all Stockton Fire Department’s members and divisions. The following provisions shall apply, as long as the 48/96 Shift Schedule remains in effect:

(a) A minimum of four (4) shifts of Accrued Vacation must be scheduled per year. The four (4) shift minimum is not required to be scheduled contiguously, and may be split into two (2) separate vacation periods of a minimum of two (2) consecutive shifts each. Longevity Vacation is not required to be scheduled and may be taken by an employee in either time or pay.

(b) Any Accrued Vacation that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.

(c) Employees with twenty-two (22) years of continuous employment will be permitted to exercise their Accrued Vacation Allowance in Section 9.1. a. and the Longevity Vacation Allowance in Section 9.1. b. (5) of this Memorandum of Understanding on a flexible basis (i.e. four (4) shifts must be scheduled, and the remaining shifts are unscheduled, to be taken by the employee in either time or pay.

(d) Sell-back. Effective July 1, 2011, employees on a forty (40) hour workweek may sell back a maximum of forty (40) hours of all unused Accrued Vacation and Longevity Vacation per year.
except during furlough or fiscal emergency periods. Employees on a fifty-six (56) hour workweek may sell back a maximum of (60) hours of unused accrued vacation per year except during furlough or fiscal emergency periods.

(2) Discontinuance of 48/96 Schedule

If, at any time, the Fire Chief decides to discontinue the 48/96 Shift Schedule, the following provisions shall apply and be implemented through a method of attrition to insure that no member has been negatively impacted:

(a) A Minimum of two and one-half (2 1/2) consecutive shifts of Accrued Vacation must be scheduled per year. Longevity Vacation is not required to be scheduled and may be taken by an employee in either time or pay.

(b) Any Vacation that is not scheduled contiguous with the required two and one-half (2 1/2) consecutive shifts will be scheduled by mutual agreement of the employee and the Fire Chief.

(c) Employees with twenty-two (22) years of continuous employment will be permitted to exercise their Accrued Vacation Allowance in Section 9.1.a. and Longevity Vacation Allowance in Section 9.1.b. (5) of this Memorandum of Understanding on a flexible basis (i.e. two and one-half (2 1/2) must be scheduled, and the remaining shifts are unscheduled, to be taken by the employee in either time or pay).

(d) Sell-back. Employees may sell-back all but two and one-half (2 1/2) shifts of Accrued Vacation per year. Employees may sell-back all of their Longevity Vacation.

d. Carryover

(1) Employees shall be entitled to carryover unused vacation benefits to a maximum at any time of twenty (20) days (10 shifts) in addition to the individual employee's current annual vacation benefit.

It is understood that employees must take all accrued vacation and longevity vacation before a request for leave of absence will be granted.

(2) The use of carryover time must be scheduled in advance. If carryover time is not utilized in a carryover year, it will be paid. See Appendix "C" for the Phase II vacation Scheduling Agreement.
e. **Vacation Allowance for Separated Employees.** When an employee is separated from service, his/her earned, but unused vacation allowance, if any, shall be added to his/her final compensation:

In the event an employee separates from service after having been credited with Longevity-Vacation-Allowance credit, but prior to earning the credits or any portion thereof, such credit will be reduced to reflect the actual term of employment. When appropriate, the City may deduct from an employee’s final compensation an amount equal to cover the cost of reimbursing the City for any used but unearned leave credit, whether taken in time or pay. In the even the employee’s final compensation is not adequate to cover the amount of reimbursement owed the City, the amount of the deficiency shall be considered a debt for which the City is entitled to payment. For the purpose of prorating pursuant to this provision, any month will be considered one-twelfth (1/12) of a year.

An employee who has resigned in good standing and is subsequently reinstated within one (1) year from the date of his/her resignation shall have his/her prior service counted in determining eligibility for accrued vacation and longevity 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. For the limited purpose of defining continuous service under this section of the Memorandum of Understanding, “continuous service” shall include leaves without pay for less than one (1) year, as long as the employee did not withdraw the employee’s contribution to the Public Employees Retirement System.

9.2. **Sick Leave**

a. **Accrual.** All regular employees on a forty (40) hour a week schedule, except provisional, temporary, and part time employees, shall accrue sick leave at the rate of twelve (12) eight (8) hours for each full month of service. All regular employees on a fifty-six (56) hour workweek schedule, except provisional, temporary, part-time employees shall accrue sick leave at a rate of twelve (12) hours for each month of service. All regular employees, except provisional, temporary, and part time employees, working less than a full month shall accrue sick leave on a prorated basis. Unused sick leave shall accumulate 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 that the employee would normally have worked, to a maximum of sick leave hours accrued by the employee.
An employee may use sick leave for preventive medical, dental, optical care, and for 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, and 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 Fire Chief to the time reasonably required to make other arrangements for such care.

Such leave shall be restricted to the employee's parents, spouse, domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

d. **Procedures for Requesting and Approving Sick Leave.** The employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD) at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty. When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request in writing authorization for such sick leave from the Fire Chief prior to such absence.

Before an employee may be paid for the use of accrued sick leave, he/she shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth 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 Fire Chief.

e. **Doctor's Certificate or Other Proof.** If an employee's illness results in an absence from work for more than two (2) consecutive shifts, a doctor's certificate or other reasonable proof of illness may be required by the Fire Chief.

The Fire Chief and the Director of Human Resources 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