



**COMPREHENSIVE SUMMARY OF  
CITY OF STOCKTON  
UNREPRESENTED MANAGEMENT/CONFIDENTIAL AND LAW  
EMPLOYEES'  
COMPENSATION PLAN**

The City's Unrepresented Management/Confidential employees designated Management MA (Department Heads), Management MV (Assistant Department Heads and other Middle-Management), Confidential MW (Administrative/Support Staff in the City Manager's Office, the Human Resources Department, and the City Auditor's Office), Law Department employees designated "Executive Plan" (EP), "Professional Plan" (PP), and "Support Plan" (SP) are hereby accorded compensation and benefits as outlined in this Plan consistent with the Stockton City Council's objective to fairly and equitably provide for its Unrepresented Management/Confidential and Law employees.

The Unrepresented Management/Confidential and Law Employees' Compensation Plan, as amended shall be effective September 16, 2019.

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## **Unrepresented Management/Confidential Employees' Compensation Plan**

The Unrepresented Management/Confidential and Law Employees' Compensation Plan, consists of a salary administration program and certain benefits specific to six (6) categories of non-represented employees listed in this Plan. This Plan shall be administered by the City Manager who is the City Council's designated representative for determining compensation and benefits for regular status Unrepresented Management/Confidential and Law Employees.

Management Plan "MA" includes the Assistant City Manager, Deputy City Managers and Department Heads. Management Plan "MV" includes Assistant Department Heads, other Middle-Management classifications and the Liability Claims Investigator I/II's. Confidential Plan "MW" includes other administrative and support staff in the City Manager's Office, City Auditor's Office, City Clerk's Office, and the departments of Human Resources, Administrative Services, Municipal Utilities, Fire, and Police. Executive Plan "EP" includes the City Attorney and the Assistant City Attorney. Professional Plan "PP" includes the Deputy City Attorneys. Support Plan "SP" includes all other Law Department personnel.

Unless specifically identified, all terms of this Compensation Plan apply to all groups listed above.

### **NON-DISCRIMINATION**

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), physical or mental disability, political affiliation, sexual orientation, concerted labor activity or other protected activity or status, or on any other basis prohibited by applicable Federal and State law against any employee or applicant for employment.

Employees shall cooperate with the City, to the extent authorized by Federal and State laws and regulations, in furthering the objective of Equal Employment Opportunities as defined by Federal and State regulations.

### **Section 1. Retirement Benefits**

#### **1.1 Retirement Benefits**

- (a) Effective August 1, 2011, Classic miscellaneous employees' covered by this Plan, shall pay their own statutory employee contribution. Employees will pay 7% of their current base salary and other compensation as qualified by state law toward Public Employees' Retirement System (PERS) for the employee's PERS contribution.
- (b) Under IRS 414h, previously adopted by resolution by the City, the employee's payment of their own statutory employee contribution will be

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paid by the employee on a pre-tax basis. Such amounts will be applied to the employee's individual accounts in accordance with California Government Code section 20691.

- (c) Classic Police Safety Management Employees- Effective September 16, 2019, the City shall pay all of the normal contributions required to be paid by the member. The amount shall be equal to nine percent (9.0%) of the Classic Police Safety Management employee's current "reportable" base salary and other "reportable" special compensation as qualified by California Public Employees' Retirement Law and California Code of Regulations. Such amounts shall be reported simply as normal contributions and shall be credited to the member's individual accounts in accordance with Government Code section 20691 (Employer Payment of Member Contributions or EPMC).
- (d) Classic Police Safety Management Employees- Effective September 16, 2019, employees shall pay 9% toward the employer's contribution of PERS. This section shall not be construed to permit Police Safety Management employees to receive a "double" EPMC benefit, as employees already receive the EPMC benefit pursuant to section 1.1(c).

### **1.2 Public Employees' Retirement System Benefits for Unit Employees hired on or before December 28, 2012.**

- (a) The City's PERS retirement plan for miscellaneous employees is two percent (2%) at age 55 and for safety employees is three percent (3%) at 50. The City's PERS retirement plan is modified to reflect California Government Code section 21024 (Military Service Credit as Public Service) and section 21027 (Military Service Credit for Retired Persons), as hereinafter may be amended. The City provides PERS California Government Code section 20692 (Employer Paid Member Contributions Converted to Pay rate during the Final Compensation Period) as an added PERS benefit. Internal Revenue Service (IRS) Code 414H(2) will be concurrently implemented with PERS California Government Code section 20692. The City provides PERS California Government Code section 20965 (Credit for Unused Sick Leave) as an added PERS benefit, and the City will provide PERS California Government Code section 21335 up to a 5% Annual Cost-of-Living Allowance, as an added PERS benefit.
- (b) The City's PERS retirement plan for safety employees shall be the same plan in effect for other similar safety employees in other units.

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### 1.3 PERS Cost sharing for Sworn Fire Unrepresented Employees.

Pursuant to the cost share provisions proposed and agreed to by the Fire and Fire Management bargaining units, the Sworn Fire Unrepresented employees shall have a PERS cost sharing arrangement effective with the adoption of the PERS 20516 contract amendment.

#### (a) PERS 20516 Employee Cost-Share of Employer Contribution.

The parties understand a vote of all individuals covered by the CalPERS agreement is required to implement this CalPERS contract amendment. Upon successful vote by the covered individuals, the City shall implement the cost sharing amendment under Government Code Section 20516 as soon as possible consistent with CalPERS regulation. The City's contract with CalPERS will be amended to allow for cost sharing for sworn Fire personnel up to a maximum of 14.138%. In accordance with CalPERS regulations, all employees covered by the Fire group under the PERS contract must be treated equally with respect to cost sharing provisions.

Through the cost share provisions, sworn fire employees are to pay 9% towards Employer's required PERS contribution.

The City is implementing this CalPERS contract amendment with the following understandings as listed in sections 1.3 (b) and (c) below.

#### (b) Cost Sharing for the Employer's Pick-up of the Employee's 9% PERS Contribution.

The employee will cost share an employee contribution in the amount of 9% of the employee's current base salary (employee contribution) and other compensation as qualified by PERS towards the employer's share of cost for PERS pension on a pre-tax basis. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 9% and/or some or all of the contributions sunset at specific time in the future, the City shall deduct the percentage up to 9% not covered by the PERS amendment process through a payroll reduction. If legislation is enacted and becomes effective requiring employees under the PERS retirement system to pay all or part of the employees share of retirement thus reducing or eliminating EPMC (Employer Paid Member Contribution), as soon as administratively possible and consistent with PERS regulations, employee's contribution will be converted to the employers' share under this 20516 cost share contract amendment to the employee share towards retirement for the percentage required by the new legislation.

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(c) Cost Sharing Period

Effective July 1, 2015, the employer cost-share contributions made by these employees will be 9%.

1.4 Public Employee Retirement System Benefits for Unit Employees hired on or after December 29, 2012.

The City amended its PERS contract to provide a new tier of retirement benefits for employees hired by the City after the PERS amendment goes into effect.

- (a) For Miscellaneous employees, the new tier shall have a retirement formula of 2% at 60 with three year average salary formula, standard PERS COLA, and no other additional PERS benefits for all unit employees. All unit employees shall pay the entire seven percent (7%) of the employee's current base salary and any other compensation as qualified by state law towards PERS retirement benefit through a payroll deduction.
- (b) PERS Benefits for Miscellaneous Employees hired on or after January 1, 2013.

**Employees with Reciprocity:**

Employees 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.

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(c) **PERS Benefits for Safety Employees**

The new tiers for Safety employees shall be the same as the Fire employees or Police employees as appropriate under the applicable PERS contract.

**Employees with Reciprocity:**

Safety employees 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 pay the entire nine percent (9%) of the employee's current base salary and any other compensation as qualified by state law towards PERS retirement benefit through a payroll deduction.

**Employees without Reciprocity:**

Safety employees hired on or after January 1, 2013 shall be subject to the AB340 PERS and shall pay 50% of the City normal cost rate for his/her applicable PERS contract as determined by CalPERS. The City provides PERS California Government Code section 21574 (Fourth Level of 1959 Survivor Benefits) as an added PERS benefit for.

1.5 **PERS Pick-Up Contribution for Police Chief and Deputy Police Chiefs**

Effective July 1, 2016, unrepresented police personnel (regardless of status under the PEPPRA) shall pay an additional 3% toward the employer contribution of PERS. For example, Classic Members will pay a total of 12% (9% plus 3%). The parties recognize that this contribution satisfies the provision of California Government Code 20516.5(b).

### **Section 2. Group Life Insurance Coverage**

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

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

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### **Section 3. Long Term Disability (LTD) Insurance Coverage**

Employees covered by this Compensation Plan, except as provided below will receive long term disability insurance coverage. The benefits of this plan shall be included in the Plan document or contract but are generally summarized as follows:

- (a) Each disability - approximately 66 2/3% of salary for MA, MV, MW, EP, PP, and SP employees up to the maximum salary replacement amount as specified in the City's long-term disability plan.
- (b) Disability income payments shall commence after a ninety (90) day waiting period and exhaustion of sick leave accruals.
- (c) Benefit payable up to age sixty-five (65).
- (d) The City shall continue its normal contribution for employee medical premiums during the ninety (90) days waiting period.
- (e) Effective May 1, 2010, Fire Management will receive LTD insurance coverage through the California Association of Professional Firefighters. The City pays the cost of the insurance premium.

### **Section 4. Health and Dental Insurance**

#### **4.1 Employee Coverage**

- (a) Choice of Health Plans. Employees covered by this Compensation Plan shall have a choice of enrolling themselves and their eligible dependents in any of the City-sponsored medical, dental and vision plans. Each plan will offer an Employee only, Employee plus One and Employee plus two or more dependents coverage.
- (b) Eligibility. Employees shall become eligible for Medical, dental and vision insurance on the first day of the month following the date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or

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her dependent cannot be covered by more than one City-offered health plan).

(c) City Insurance Contribution.

1) Effective September 16, 2019:

- The City shall contribute up to \$657.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- The City shall contribute up to \$1,192.00 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 \$1,588.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

2) Effective July 1, 2020, the City will contribute:

- Up to \$670.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- Up to \$1,216.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.
- Up to \$1,620.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

3) Effective July 1, 2021, the City will contribute:

- Up to \$683.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- Up to \$1,240.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

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- Up to \$1,652.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.
- 4) Effective July 1, 2022, the City will contribute:
- Up to \$697.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
  - Up to \$1,265.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.
  - Up to \$1,685.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.
- (d) 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. The employee, through payroll deductions, shall pay insurance plan premiums that exceed the City's monthly contribution. The City shall maintain its IRS Section 125 Plan to allow for employee contributions for medical/visions/dental to be pre-tax premium conversion.
- (e) 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.

### **4.3 Health and Welfare Benefits During Layoff**

Regular status 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.

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**Section 5. Holidays**

5.1 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 the employee's regular work day (e.g. 9 hours on a 9 hour work day or 8 hours on an 8 hour work day on the 9/80 schedule) for each of the holidays listed below.

5.2 Holidays Observed by the City

- (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 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 .....Columbus Day
- (10) November 11.....Veteran's Day
- (11) Fourth Thursday in November.....Thanksgiving
- (12) Fourth Friday in November.....Day after Thanksgiving
- (13) December 25.....Christmas Day
- (14) Birthday Holiday

FLOATING holiday must be used within the calendar year. There is no cash value for the unused floating holiday. Employees have not earned and cannot use the floating holiday until the actual holiday occurs (March 31).

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

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 be in a paid status the day before and the day after the holiday.

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### **5.3 Compensation for Holidays Worked**

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

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 and holiday hours will not be counted as time worked. If an employee works only partial hours on a holiday, partial holiday hours will be counted as time worked for FLSA overtime calculation purposes (up to the employee's regular work day hours combined maximum).

### **5.4 Police Chief and Deputy Police Chiefs Holiday Compensation**

The Police Chief and Deputy Police Chiefs shall receive a 5% base pay increase effective September 16, 2019, in exchange for eliminating the holiday in lieu add pay.

When the police Department Administrative offices are closed on a regularly scheduled work day, staff shall use the appropriate number of hours from their personal leave time to take the day off. However, at the sole discretion of the Chief or designee, staff may be scheduled to work on a day when the Police Department offices are closed. In the event the Police Chief or Deputy Chief is scheduled to work on a day when the Police Department offices are closed, he or she will not be required to use vacation and will be paid for actual hours worked at straight time.

## **Section 6. Vacation Leaves**

The following shall be the vacation leave benefits for all employees covered by this Plan.

For purposes of determining eligibility for Sections 6(a) and (b) below, all Department Heads and Deputy City Managers (MA and EP employees) are to be considered as having been employed by the City of Stockton for at least 7.5 Years and shall receive benefits based on that number of years of service. For purposes of determining eligibility for Sections 6(a) and (b) all assistant Department Heads and mid-management (MV and PP employees) are to be considered as having been employed by the City of Stockton for at least 1.5 years and shall receive benefits based on that number of years of service.

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(a) Vacation Accrual.

FLSA non-exempt employees. All regular employees that are FLSA overtime non-exempt, excluding provisional and temporary, shall accrue vacation leave with pay in accordance with the following schedule:

- (1) Less than one and one-half (1-1/2) years continuous employment.....80 hours/year.
- (2) After one and one-half (1-1/2) to seven and one-half (7-1/2) years continuous employment.....108 hours/year.
- (3) After seven and one-half (7-1/2) to fifteen (15) years continuous employment.....144 hours/year.
- (4) After fifteen (15) to twenty-five (25) years continuous employment.....189 hours/year.
- (5) Thereafter, seven (7) additional hours for each completed year of service in excess of twenty-five (25) years.

FLSA exempt employees. All regular employees that are FLSA overtime exempt, excluding provisional and temporary, shall accrue vacation leave with pay in accordance with the following schedule:

- (1) Less than one and one-half (1-1/2) years continuous employment.....120 hours/year.
- (2) After one and one-half (1-1/2) to seven and one-half (7-1/2) years continuous employment.....148 hours/year.
- (3) After seven and one-half (7-1/2) to fifteen (15) years continuous employment.....188 hours/year.
- (4) After fifteen (15) to twenty-five (25) years continuous employment.....229 hours/year.
- (5) Thereafter, seven (7) additional hours for each completed year of service in excess of twenty-five (25) years.

Employees shall accrue their vacation allowance in 24 equal amounts on a twice-monthly payroll basis (24 pay periods).

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- (b) Maximum Vacation Accrual. 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 balances without exception.

### Maximum Vacation Accrual Caps.

#### 40 hour employee (FLSA non-exempt employee)

Under 1.5 yrs.	120 hours
1.5-7.5 yrs.	240 hours
7.5-15 yrs.	280 hours
15-25yrs.	320 hours
26 yrs.	328 hours
27 yrs.	336 hours
28 yrs.	344 hours
29 yrs.	352 hours

Over 29 years shall receive an additional 7 hours for each year of service.

#### 40 hour employee (FLSA exempt employee)

Under 1.5 yrs.	200 hours
1.5-7.5 yrs.	320 hours
7.5-15 yrs.	360 hours
15-25yrs.	400 hours
26 yrs.	408 hours
27 yrs.	416 hours
28 yrs.	424 hours
29 yrs.	431 hours

Over 29 years shall receive an additional 7 hours for each year of service

- (c) Vacation Scheduling. Vacation leaves shall be scheduled with due consideration for the wishes of the employee and so as to not interfere with the normal operation of the City business. Vacation requests are accepted on a day for day basis.
- (d) Holiday during Vacation. If any such paid holidays fall within an employee's vacation leave, the employee will not be charged vacation accrual for that day.
- (e) Cash Payment Option. Effective FY 2019/2020, 2020/2021, 2021/2022 and 2022/2023 only, an employee may elect to receive a cash payment for a

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maximum of forty (40) hours of unused accumulated vacation balance after the use of a scheduled vacation of forty (40) hours or more in that same or prior fiscal year. To utilize this option, employees must maintain a balance of (forty) 40 accrued vacation hours after the cash payment. When in effect, this option may be exercised once per fiscal year. Employees may elect this option by December 31 of each year for the cash out the following fiscal year. The cash out election is irrevocable and the City will follow IRS regulations regarding cash payment of leave.

- (f) Vacation Cash Out Upon Separation. An eligible employee separating from City service 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.

### Section 7. Mileage Reimbursement for Private Vehicle Use

The private vehicle mileage reimbursement will be paid to employees who use their private vehicle for City business travel within the City or out of the City limit. Such usage must be documented. Mileage reimbursement for use of personal vehicle shall be compensated at the current Internal Revenue Service (IRS) rate.

Reimbursement for average mileage on City business greater than 1,000 miles per month will be determined by the City Manager, provided no such reimbursement shall exceed IRS mileage reimbursement rate then in effect.

### Section 8. Sick Leave

#### 8.1 Sick Leave Use

- (a) Accrual. All regular full-time employees, except provisional and temporary employees, shall accrue sick leave at the rate of eight (8) 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

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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 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 there from.

- (c) Family Sick Leave. 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, except in instances where the employee is on approved FMLA or CFRA leave.

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

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.

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

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Failure to notify as soon as possible and in conforming to the thirty (30) minute notification shall be cause for disciplinary action as determined by the appointing authority.

(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.

The Department Head or designee may require a doctor's certificate or other reasonable proof of illness as he/she deems necessary in order for an employee to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay. If an employee's illness results in an absence from work for three (3) or more consecutive work days, a doctor's certificate or other reasonable proof of illness may be required. In addition, the City may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

The Department Head or designee 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.

(3) If the City has a reasonable basis to believe that an employee is abusing the sick leave benefit, the City or the employee's supervisor must first meet with the employee to: 1) explain the reasonable basis for the believed abuse, and 2) discuss

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the reasons for the employee's absence. After such meeting, and depending on the factual circumstances, the City may:

- (a) Place the employee on restricted sick leave for a period of not more than four (4) months, under the direction of the Director of Human Resources pursuant to section 8.1 (e) and sub section (2) above;
  - (b) Suspend the employee without pay for up to five (5) days for abuse of sick leave; or dismissal from employment if a prior suspension involved abuse of sick leave;
  - (c) Place the employee in an employee assistance program, if agreed to by the employee.
- (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.

### 8.2 Unused Sick Leave Upon Separation

(a) 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.

(b) 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 (c) 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.

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(c) 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 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.

### **Section 9. Longevity Pay (Professional Growth Pay)**

Effective August 1, 2011, all longevity pay shall be eliminated for all employees covered by this Plan. However, the City shall grandfather only those employees who have completed twelve (12) continuous years of service with the City as of July 1, 2012, and who are receiving a Longevity Pay of 2.5% as of that date. Employees as of August 1, 2011 receiving a higher Longevity Pay based on benefits received by another unit shall also be grandfathered but they shall have their current Longevity Pay reduced by 2.5% and then frozen at those levels at that time. As of July 1, 2012, longevity incentive pay allowance for these grandfathered employees shall be reduced to one and one-half percent (1.5%). Employees receiving a higher Longevity Pay based on benefits received by another unit shall have their remaining longevity reduced by one percent (1.0%) effective July 1, 2012.

Unrepresented Police Safety personnel shall be eligible to receive the same longevity incentive pay allowance as Stockton Police Management Association members, as follows:

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- (a) If the Unrepresented Police Safety employee is not otherwise eligible for the grandfathered Unrepresented Longevity Pay, the City shall pay three-quarters of one percent (.75%) of base salary for longevity pay, upon completion of twelve (12) years of continuous service as a public safety member of the Stockton Police Department.
- (b) The City shall pay an additional one and three-quarters percent (1.75%) for a total of two and one half percent (2.5%), upon completion of eighteen (18) years of continuous service as a public safety member of the Stockton Police Department.
- (c) The City shall pay an additional two percent (2%) for a total of percent (4.5%), upon completion of twenty-four (24) years of continuous service as a public safety member of the Stockton Police Department.

### **Section 10. Other Leaves With Pay**

- 10.1 **Bereavement Leave.** In the event of a death in the immediate family of an employee, he/she shall, upon request be granted up to three (3) days bereavement leave with pay without charge to his/her accumulated sick leave credits or vacation eligibility. The Department Head or his/her designee may grant an additional two (2) days bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits in cases where extensive travel is required to attend the funeral. 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, 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. Bereavement Leave will not be counted against the employee under the City's absence control policy when evaluating the employee's work performance.

- 10.2 **Jury Duty Leave/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:

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Said covered absence will be for actual hours served (including travel time) on jury duty or testifying as a witness in a criminal case, other than a defendant. Authorized absence for jury or court leave 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 or her usual morning schedule. Upon being excused from the court each day, the employee must return to work if he or she has more than two (2) hours remaining before the end of his or her workday.

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.

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

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.

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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.

- 10.4 Management Time Leave. The Chief of Police, Deputy Chief of Police II, and Deputy Chief of Police I shall receive forty (40) hours of paid-management time-leave each fiscal year. The management time-leave of forty (40) hours may not carry over from fiscal year to fiscal year, be used for sell-back purposes, or paid for any unused leave-time upon separation of City employment.
- 10.5 State Disability Insurance. As soon as administratively possible after approval of the amended Unrepresented Compensation Plan by the City Council on its regular agenda in accordance with the Ralph M. Brown Act, employee contributions will begin under the State Disability Insurance (SDI) program offered by the State of California Employment Development Department. SDI will be coordinated with other benefits.

### **Section 11. Workers' Compensation Leave**

- 11.1 Workers' Compensation Leave
- (a) Workers' Compensation Benefits shall be provided in accordance with State law and schedules whenever an employee is absent 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. Any salary continuation program benefits that are in addition to the State benefits that were in effect on July 31, 2011 shall be eliminated effective August 1, 2011. 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. An 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 injury or illness is required to seek medical care 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.

**Section 12. Leave of Absence**

12.1 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 same 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.

- (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.

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.

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.

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

(c) 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 full 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 any 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.

12.2 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 for a leave shall be considered an absence without official leave and the employee shall be subject to discipline.

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- (b) Voluntary Resignation. Any employee 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 Director of Human Resources shall be deemed to have voluntarily resigned from the City of Stockton, except if the absence is due to a verified illness or injury.

### **Section 13. Salary Plan**

For a current Salary Schedule, please visit [www.stocktonca.gov](http://www.stocktonca.gov).

#### **13.1 Salary Increases**

- (a) Effective September 16, 2019, employees will receive a two percent (2%) cost of living adjustment (COLA) to base pay.
- (b) Effective July 1, 2020, employees will receive a 2% COLA to base pay.
- (c) Effective July 1, 2021, employees will receive a 2% COLA to base pay.
- (d) Effective July 1, 2022, employees will receive a 2% COLA to base pay.

Effective September 16, 2019, certain unrepresented classifications that are more than 8% below market median will receive market salary adjustments commensurate with adjustments proposed to other bargaining units at the City.

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

#### **13.2 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.

#### **13.3 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 base salary equal to, or greater than, the minimum base step 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

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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 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.

### **13.4 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.

### **13.5 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.

### **13.6 Special Assignment Pay**

The Department Head and 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.

### **13.7 Temporary Upgrade Pay**

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

### **13.8 Salary Step after Military Leave**

All employees who have been granted military leave shall, upon their return to City service, are entitled to the automatic salary advancements within the range

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scale of the established wage schedule of their classifications for the period they were in the military service.

### 13.9 Uniform Allowance

Employees required to wear uniforms shall be paid an annual uniform allowance, one-half payable in April and one-half payable in October each year. Employees in the following classifications receive the following annual uniform allowance:

- Chief of Police - \$1,200.00
- Deputy Chief of Police II - \$1,200.00
- Deputy Chief of Police I - \$1,200.00
- Fire Chief - \$950.00
- Deputy Fire Chief II - \$950.00
- Deputy Fire Chief I - \$950.00

### 13.10 Certificate Incentive Pay-Sworn Police Chiefs or Deputy Chiefs

- (a) The City shall pay six percent (6.0%) of the top step in rank for sworn personnel who attain a P.O.S.T. Supervisory Certificate.
- (b) The City shall pay an additional five percent (5.0%) for a total of eleven percent (11%) of top salary step in rank for sworn personnel who attain a P.O.S.T. Management certificate or higher, upon completion of two (2) continuous years of service in rank and upon completion of management course.

### 13.11 Bi-Weekly Pay Period

The City may move to bi-weekly pay as soon as it is administratively possible. This may not be administratively possible until the City implements a new payroll system.

### 13.12 "Y"-Rate

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

### 13.13 CalPERS Reportability

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The City makes no representation as to whether any of the compensation or payments in this Unrepresented Compensation Plan are subject to CalPERS service credit or pensionable income. Any determination by CalPERS to not fully credit the compensation and/or service time provided under this Unrepresented Compensation Plan is outside of the City's control.

### **Section 14. Work Schedule**

- 14.1 Employees in FLSA exempt job classifications shall not be eligible for overtime for extra hours worked to perform duties of their assigned position.
- 14.2 Department Heads are responsible for personally approving any overtime pay for FLSA non-exempt employees within their respective departments, with a report submitted to the City Manager at the end of each pay period explaining the overtime.

14.3 **Overtime**

Non-exempt 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 statutorily required overtime work shall apply to Fair Labor Standards Act (FLSA) non-exempt employees:

- (a) Statutory overtime shall be paid on actual time worked in excess of forty (40) hours in any workweek. 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. Observed holidays, floating holidays, jury duty leave, bereavement leave, and sick leave hours taken shall be considered as time worked for overtime calculation purposes. Vacation, or other time taken as compensated time off shall not be considered as actual time worked for overtime calculation purposes.
- (b) Employees assigned to an alternate work schedule (e.g. 4/10, 9/80, etc.) shall be compensated at the overtime rate for all time worked in excess of their regularly scheduled hours.

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

### 14.4 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 Non-Exempt employees.
- (b) CTO in Lieu of Overtime Compensation. Employees may voluntarily elect to receive overtime compensation in the form of CTO at the rate of one and one-half (1-1/2) hours of CTO for each hour of overtime earned under section 14.3 (a).