

**CITY OF STOCKTON
CENTRAL PARKING DISTRICT**

**MEMORANDUM OF UNDERSTANDING
PARKING ATTENDANT SERVICES UNIT**

Operating Engineers' Local No. 3, AFL-CIO and representatives of the City of Stockton on behalf of the Central Parking District have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit identified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations or such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers Milias Brown Act (Government Code sections 3500-3510) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned for salary adjustments for the period commencing July 1, 2006 and ending June 30, 2009.

TABLE OF CONTENTS

	<u>Page</u>
<u>Section 1. Recognition</u>	
1.1 City Recognition	4
1.2 Association Recognition.....	4
<u>Section 2. Union Security</u>	
2.1 Dues Deduction	5-6
<u>Section 3 Compliance with Federal Laws</u>	
3.1 Non-Discrimination.....	7
3.2 Fair Labor Standards Act.....	7
<u>Section 4. Employment Status</u>	8
<u>Section 5. Layoff</u>	
5.1 Layoff Scope	9
5.2 Notice of Layoff.....	9
<u>Section 6. Discipline</u>	
6.1 Pre-disciplinary Rights.....	10
6.2 Provisions	10
<u>Section 7. Grievance Procedures</u>	
7.1 Definition	11
7.2 Filing Deadline	11
7.3 Grievance Processing	11-12
<u>Section 8. Workweek/Hours</u>	13
<u>Section 9. Overtime Provision</u>	
9.1 Overtime Authorization	14
9.2 Provision	14
<u>Section 10. Holidays Observed by Federal Reserve Banks</u>	15

MEMORANDUM OF UNDERSTANDING (PARKING ATTENDANT SERVICES UNIT)

Section 11. Uniforms..... 16

Section 12. Wages

 12.1 Hourly Rate of Pay..... 17

 12.2 Hourly Rate of Pay for Special Events/Evenings/Weekends 17

 12.3 Hourly Rate of Pay Step Plan 17

Section 13. Severability of Provisions 18

Section 14. Duration of Agreement 19

Appendix A – Hourly Rate of Pay..... 20

Appendix B - Wage Schedule..... 21

SECTION 1. RECOGNITION

1.1 City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereinafter referred to as the "City" in employer-employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975, and as amended on August 26, 2003 by Resolution No. 03-0508.

1.2 Association Recognition

Operating Engineers' Local No. 3, AFL-CIO, hereinafter referred to as the "Union", is the recognized employee organization for the Parking Attendant Services Unit, certified pursuant to Resolution No. 05-0076, adopted by the City Council on March 8, 2005.

SECTION 2. UNION SECURITY

2.1 Dues Deduction

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

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

If an employee is promoted to a position which is represented by another employee organization or to an unrepresented unit, membership dues for the former unit will not be deducted from the employee's paycheck by the City.

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

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

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

MEMORANDUM OF UNDERSTANDING (PARKING ATTENDANT SERVICES UNIT)

In this connection, all other required deductions have priority over the employee organization deduction.

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

SECTION 3. COMPLIANCE WITH FEDERAL LAWS

3.1 Non-Discrimination.

The City and the Union agree that there shall be no discrimination of any kind because of race, creed, color, religion, national origin, sex, political affiliation or legitimate union activity against any employee or applicant for employment; and to the extent prohibited by applicable State and Federal laws there shall be no discrimination because of age. In addition, the Union shall cooperate with the City, to the extent authorized by Federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.

3.2 Fair Labor Standards Act.

The Union agrees to cooperate with the City to insure its members' compliance with the provisions of the Fair Labor Standards Act.

SECTION 4. EMPLOYMENT STATUS

Employees are considered hourly rate employees serving in an unclassified status and excluded from the Civil Service System of the City by the Stockton Municipal Code, chapter 2; part-time employees working less than an aggregate of twenty (20) hours a week.

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.

5.1 Layoff Scope

Layoffs shall be by job classification according to the length of time served in that job classification with the employee having the least amount of time served in the class to be laid off first.

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.

SECTION 6. DISCIPLINE

Disciplinary action involving suspension or discharge may be taken against any employee for cause.

6.1 Predisciplinary Rights

An employee facing a potential suspension or discharge shall be entitled to procedural due process rights prior to final imposition of discipline action.

- (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 from the date of receipt of such notice in which an employee or the union representative may respond either orally or in writing or both to the appointing authority.
- (e) The employee will be provided copies of written materials, reports, statements and any other materials upon which the action is based.

6.2 Provisions

The employee may file a grievance as provided in Section 7 within ten (10) calendar days of written notification of final action (e.g., suspension or discharge). If the employee fails to file within the prescribed time frame, the employee rights will have been waived.

SECTION 7. GRIEVANCE PROCEDURES

7.1 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 the City Council to affect Memoranda of Understanding which results from the meeting and conferring process.

7.2 Filing Deadline

- (a) No grievance involving suspension or discharge 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 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 City Manager or his/her designee and the Union Business Agent or his/her designee, time limits may be extended and/or Steps 1 and 2 of the Grievance Processing waived.

7.3 Grievance Processing

- (a) Step 1 – Parking Facility Manager Review: Any employee, or the Union acting on behalf of an employee or a group of employees, may file a grievance, in writing, with the Parking Facility Manager or designee within thirty (30) calendar days of the occurrence, or knowledge thereof, of a violation of the provisions of this Memorandum of Understanding. If the grievance is not resolved within ten (10) work days from the date of presentation, the employee or Union may appeal the grievance, in writing, to the Director of Human Resources.
- (b) Step 2 – Director of Human Resources Review: If the employee, or the Union acting on behalf of an employee or a group of employees, is/are not satisfied with the response received at Step 1, the employee or Union may appeal the grievance to the Director of Human Resources or designee within twenty (20) calendar days of the receipt of the response from Step 1. Such appeal shall state: 1) the specific policy, rule or provisions which is alleged to have been violated; 2) the statement of facts comprising the violation; and 3) the requested remedy. The Director of Human Resources or designee shall have twenty (20) work days in which

MEMORANDUM OF UNDERSTANDING (PARKING ATTENDANT SERVICES UNIT)

to investigate the merits of the complaint, meet with the complainant and/or Union, and attempt to reach a satisfactory resolution.

All grievances of employees shall be processed under this Section. 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.

SECTION 8. WORKWEEK/HOURS

The regular workweek shall consist of seven (7) workdays beginning on Sunday through Saturday. The regular workweek shall consist of less than twenty (20) hours of work within the workweek.

SECTION 9. OVERTIME PROVISION

9.1 Overtime Authorization

All overtime must be authorized by the appointing authority 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.

9.2 Provision

For all hours actually worked in excess of forty (40) hours in a workweek, an employee shall be paid at one and one-half (1.5) times the normal straight-time rate of pay for that workweek.

SECTION 10. HOLIDAYS OBSERVED BY FEDERAL RESERVE BANKS

An eligible employee who is required to work on a holiday observed by Federal Reserve Banks shall receive one and one-half (1.5) times his/her normal straight-time rate of pay for all hours actually worked on that day.

(1)	New Year's Day	January 1st
(2)	Martin Luther King Jr.'s Birthday	Third Monday in January
(3)	Washington's Birthday	Third Monday in February
(4)	Memorial Day	Last Monday in May
(5)	Independence Day	July 4th
(6)	Labor Day	First Monday in September
(7)	Columbus Day	Second Monday in October
(8)	Veterans Day	November 11th
(9)	Thanksgiving Day	Fourth Thursday in November
(10)	Christmas Day	December 25 th

For holidays falling on Sunday, all Federal Reserve Offices shall be closed the following Monday. For holidays falling on a Saturday, Federal Reserve Banks and branches shall be open the preceding Friday.

SECTION 11. UNIFORMS

An employee required by the Central Parking District to wear a uniform at work shall be provided by and at City expense seven (7) shirts, seven (7) pairs of trousers, two (2) jackets, and one (1) hat, and cleaning service.

SECTION 12. WAGES

12.1 Hourly Rate of Pay.

An employee shall be paid the straight-time rate of pay for his/her designated job classification for all time for which the employee is entitled to compensation pursuant to this Agreement. The straight-time rate of pay for each job classification set forth in Appendix A hereto shall be the hourly rate of pay specified for that job classification in Appendix A, or in accordance with the Wage Schedule as set forth in Appendix B.

12.2 Hourly Rate of Pay for Special Events/Evenings/Weekends.

An employee assigned by the Parking Facility Manager or designee to work special City events, evenings or weekends shall receive, in addition to the applicable hourly straight-time rate of pay that workday, a differential pay of one-dollar (\$1.00) per hour for all hours actually worked during the special assignment. Any differential in pay to which an employee is entitled shall be considered part of the hourly straight-time rate of pay.

12.3 Hourly Rate of Pay Step Plan.

The first hourly rate of pay shall be the minimum rate of pay and shall be the regular hiring rate of pay for the job classification.

The second hourly rate of pay shall be paid upon satisfactory job performance and completion of 1,040 hours of continuous service (and not taken off payroll) at the first hourly rate of pay for the job classification.

The third hourly rate of pay shall be paid upon satisfactory job performance and completion of 2,080 hours of continuous service (and not taken off payroll) at the second hourly rate of pay for the job classification.

Subsequent hourly rates of pay shall be paid upon satisfactory job performance and completion of an additional 2,080 hours of continuous service (and not taken off payroll) at the preceding hourly rate of pay for the job classification.

SECTION 13. SEVERABILITY OF PROVISIONS

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

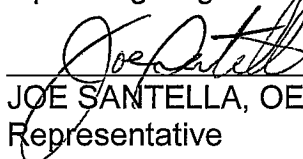
MEMORANDUM OF UNDERSTANDING (PARKING ATTENDANT SERVICES UNIT)

SECTION 14. DURATION OF AGREEMENT

Upon its adoption by the Stockton City Council, this Memorandum of Understanding shall be effective July 1, 2006, and shall remain in full force and effect up to and including the 30th day of June 2009, and shall continue thereafter from year to year unless at least sixty (60) days prior to the expiration date of June 30, 2009, either party files written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

In WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding this 4th day of December 2007.

OPERATING ENGINEERS' LOCAL UNION
UNION NO 3 of the International Union of
Operating Engineers' AFL-CIO



JOE SANTELLA, OE3 Business
Representative

CITY OF STOCKTON, a Municipal
Corporation



J. GORDON PALMER, JR.
City Manager



DIANNA R. GARCIA, Director of Human
Resources



DI SMITH, Assistant Director of Human
Resources

APPROVED AS TO CONTENT
J. GORDON PALMER, JR.
CITY MANAGER

BY: 

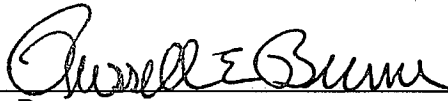
City Manager

APPROVED AS TO FORM
RICHARD E. NOSKY, CITY
ATTORNEY

BY: 

Michon Johnson
Deputy City Attorney

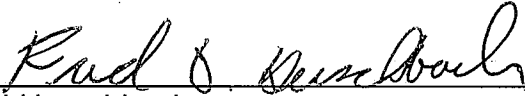
**For Operating Engineers Local Union No. 3
Of the International Union of Operating Engineers, AFL-CIO**



Russ Burns
OE3 Business Manager

3-24-08

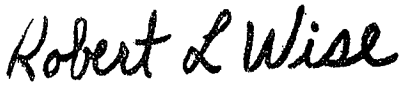
Date



Fred Herschbach,
OE3 President

3-24-08

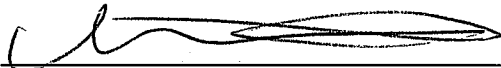
Date



Rob Wise
OE 3 Recording-Corresponding Secretary

3-24-08

Date



Don Dietrich
Public Employee Director

3-20-08

Date

MEMORANDUM OF UNDERSTANDING (PARKING ATTENDANT SERVICES UNIT)

APPENDIX A

HOURLY RATES OF PAY

CENTRAL PARKING DISTRICT										
Position Title	Position No.	Unit	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Parking Attendant	55963			\$7.00	\$7.50	\$8.00	\$8.50	\$9.00	\$9.50	\$10.00

MEMORANDUM OF UNDERSTANDING (PARKING ATTENDANT SERVICES UNIT)

APPENDIX "B"

WAGE SCHEDULE

Wage Schedule	Salary Step Placement	Effective Date
Completion of Less than 1,040 Continuous Hours	\$7.00 – Step 1	July 1, 2006
Completion of 1,040 Continuous Hours	\$7.50 – Step 2	July 1, 2006
Completion of 2,080 Continuous Hours	\$8.00 – Step 3	January 1, 2007
Completion of 4,160 Continuous Hours	\$8.50 – Step 4	July 1, 2007
Completion of 6,240 Continuous Hours	\$9.00 – Step 5	January 1, 2008
Completion of 8,320 Continuous Hours	\$9.50 – Step 6	July 1, 2008
Completion of 10,400 or More Continuous Hours	\$10.00 – Step 7	January 1, 2009

MEMORANDUM OF UNDERSTANDING (PARKING ATTENDANT SERVICES UNIT)

INDEX

	<u>Page</u>
Association Recognition	4
City Recognition	4
Compliance with Federal Laws	7
Discipline (Predisciplinary Rights and Provisions).....	10
Dues Deduction (General and Indemnity and Refund).....	5-6
Duration of Agreement	19
Employment Status	8
Fair Labor Standards Act	7
Grievance Procedures (Definition and Filing Deadline).....	11
Grievance Processing	11-12
Holidays Observed by Federal Reserve Banks.....	15
Hourly Rate of Pay	17
Hourly Rate of Pay for Special Events/Evenings/Weekends.....	17
Hourly Rate of Pay Step Plan.....	17
Layoff	9
Layoff Scope	9
Non-Discrimination	7
Notice of Layoff	9
Overtime Provision (Authorization).....	14
Severability of Provisions	18
Uniforms.....	16

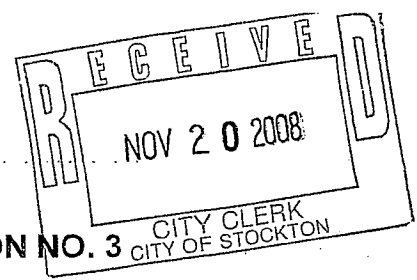
MEMORANDUM OF UNDERSTANDING (PARKING ATTENDANT SERVICES UNIT)

Union Security 16

Workweek/Hours 13

Wages 17

**LETTER OF UNDERSTANDING
BETWEEN THE CITY OF STOCKTON
AND
THE OPERATING ENGINEERS' LOCAL UNION NO. 3**



PARKING ATTENDANT WORK WEEK

This Letter of Understanding ("LOU") has been jointly prepared by the designated representatives of the CITY OF STOCKTON ("City") and the duly designated representative of the Parking Attendant Services Unit of the OPERATING ENGINEERS' LOCAL UNION NO. 3 ("OE3"), parties to a Memorandum of Understanding ("MOU") covering the period of July 1, 2006 through June 30, 2009, or until such time as a successor MOU is executed between the City and OE3; and

WHEREAS, section 4 of the MOU states: Employees are considered hourly rate employees serving in an unclassified status and excluded from the Civil Service System of the City by the Stockton Municipal Code, chapter 2; part-time employees working less than an aggregate of twenty (20) hours a week; and

WHEREAS, the City is experiencing a budget hiring freeze and unable to hire additional Parking Attendants to adequately fulfill the responsibilities of the Central Parking District Division under the constraints of a work week of less than an aggregate of 20 hours a week; and

WHEREAS, section 2-206 (2) of the Stockton's Employer-Employee Relations Ordinance affords the City... "the right to direct and determine the work to be done by employees, including establishment of service levels, appropriate staffing, and the allocation of funds for any positions(s) within the City"; and

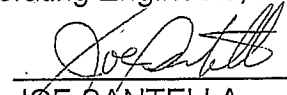
WHEREAS, section 2-207 D. of the Stockton Employer-Employee Relations Ordinance authorizes the Employee Relations Officer to reach agreements as a result of negotiations on specific subjects, as well as the duly designated representative of the recognized employee organization.

NOW, THEREFORE, the City and the OE3, after meeting and conferring in good faith under section 3505 of the Government Code of the State of California, have reached the following understanding:

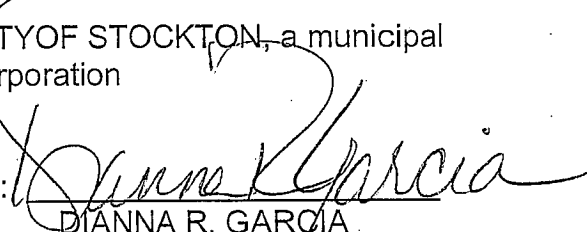
1. Employees are considered hourly rate employees serving in an unclassified status and excluded from the Civil Service System.
2. Any dispute arising from the interpretation and application of the LOU shall be resolved in accordance with the grievance provisions set forth in section 7 of the MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding this 17th day of November 2008.

OPERATING ENGINEERS' LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO

By: 
JOE SANTELLA
Its: Business Representative

CITY OF STOCKTON, a municipal corporation

By: 
DIANNA R. GARCIA
Its: Director of Human Resources/
Employee Relations Officer

APPROVED AS TO FORM:
REN E. NOSKY, City Attorney

By: 
H. MICHON JOHNSON
Its: Deputy City Attorney

ATTEST:
KATHERINE GONG MEISSNER
City Clerk

By: 
~~Deputy City Clerk~~

