

**MEMORANDUM OF UNDERSTANDING BETWEEN THE STOCKTON POLICE
OFFICERS ASSOCIATION AND CITY OF STOCKTON**

TERM: July 1, ~~2022~~2025 – June 30, ~~2025~~2028

ATTACHMENT A

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
TERM: July 1, ~~2022-2025~~ – June 30, ~~2025~~2028

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This agreement (the “Agreement” or “MOU”) is made and entered into as of _____ by and among the City of Stockton, California (the "City" or "Stockton") and the Stockton Police Officers Association (“SPOA”), sometimes collectively referred to as the “Parties.”

SECTION 1. RECOGNITION

1.1 City Recognition

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

1.2 Association Recognition

The Stockton Police Officers' Association, hereinafter referred to as the "Association" is the recognized employee organization for the Police Officers' Unit, certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.

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SECTION 2. ASSOCIATION UNION RIGHTS

2.1 Association Union Membership Dues and Payroll Deductions

- (a) In accordance with the Senate Bill (SB) 866, the parties agree to the following process for making, canceling, or changing payroll deductions for Association Union membership Association Union dues deductions.
- (b) As certified in writing by the Association Union to the City in a manner consistent with the requirement of (SB) 866 the City will deduct the monthly Association Union membership dues, initiation fees, assessments, and payments for membership benefits programs sponsored by the Association Union from the salary or wages of all bargaining unit employees who voluntarily authorize such deductions, and pay such amounts to the Association Union.
- (1) All employee requests to cancel or change membership dues deductions shall be directed to the Association Union.
 - (2) The City shall rely upon written notification from the Association Union for any and all employee requests to cancel or change payroll deductions for membership dues.
 - (3) The Association Union is responsible to obtain and maintain voluntary written authorization for membership dues deductions.
 - (4) Membership dues deductions shall automatically renew unless written notice is provided by the authorized representative of the Association Union certifying a change in membership dues.
 - (5) The City shall honor any changes to membership dues deduction amounts provided by the Association Union.
 - (6) The Association Union is not required to provide a copy of individual employee authorizations to the City unless a dispute arises about the existence or terms of the authorization.
 - (7) Deduction notification will be provided to payroll@stocktonca.gov.
 - (8) Changes and/or cancellations received by the City prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Association Union notifies the City on January 15th, the deductions will be effective no later than the first

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full pay period in March. The parties recognize there is a lapse in time due to pay period processing constraints. The City will make every effort to process earlier if possible.

- (c) Hold Harmless Provision. The AssociationUnion shall indemnify, defend, and hold the City harmless against any claims made and/or any suit against the City which may arise as a result of its deductions for membership dues or other programs sponsored by the AssociationUnion.

2.2 New Hire Employee Orientation and Information Requirements

In accordance with Assembly Bill (AB) 119, the City shall provide the AssociationUnion i) not less than ten (10) days' notice in advance of new hire employee orientation, and ii) within thirty (30) days of hire or by the first pay period of the month following hire a list containing the following information on file from the City's Human Resources database system:

- (1) Name;
- (2) Job title;
- (3) Department;
- (4) Work location;
- (5) Personal cellular telephone numbers, including work and home;
- (6) Personal email addresses as provided by new hire employee; and
- (7) Home address.

The above information shall be updated and provided to the AssociationUnion at least every one-hundred and twenty (120) days for all bargaining unit members.

2.3 Use of City Facilities

- (a) The Association shall be allowed by the City department in which it represents employees' use of space on available bulletin boards for communications having to do with official Association business, such as times and places of meetings, provided such use does not interfere with the needs of the department.
- (b) Any representative of the Association shall give notice to the department head or their designated representative when contacting department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Association business shall be conducted during the non-duty hours of all employees concerned.– Prearrangement for routine contact may be made with the

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Police Chief and when made shall continue until revoked by the Chief.

- (c) City buildings and other facilities may be made available for use by City employees of the Association or their representatives in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

2.4 Attendance at Meetings by Employees/Association Release Time

Release Time Related to Meet and Confer.– City employees who are official representatives of the Association shall be given reasonable time off with pay, in accordance with [the Meyers-Milias-Brown Act \(MMBA\)](#), to attend meetings with City management representatives, or be present at administrative hearings where matters within the scope of representation or grievances related to this unit are being considered.

The use of release time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall submit a request for an excused absence to their department head in a manner satisfactory prior to the scheduled meeting whenever possible.– The number of employees excused for release time related to meeting with City management on meet and confer and grievance matters shall not exceed five (5), except by mutual agreement.

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SECTION 3. COMPLIANCE WITH LOCAL, STATE & FEDERAL LAWS

- 3.1** The City and the Association agree that there shall be no discrimination of any kind against any employee or applicant for employment because of age (over [forty \(40\)](#)), race, color, religion (creed), national origin (ancestry), military or veteran status, physical and mental disability, medical condition, genetic information, marital status, sexual orientation, sex (gender based including, pregnancy, childbirth, breastfeeding or related medical conditions), gender identity/expression, political affiliation, legitimate Association activity, or any other protected trait as determined by [F](#)federal, [S](#)state and/or local law.
- 3.2** The Association shall cooperate with the City in the objectives of Equal Employment Opportunities as required by law.
- 3.3** The Association shall cooperate with the City in the objectives of the Fair Labor Standards Act ([FLSA](#)).

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SECTION 4. PROBATIONARY PERIOD**4.1 Purpose**

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

4.2 Original Entrance Positions

The City agrees that it shall adhere to all applicable City Ordinances, State and Federal laws relating to the employment of Police Officers, including standards established by the Peace Officers' Standards and Training Division of the California Department of Justice.

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

4.3 Promotional Positions

All promotional police appointments shall be subject to a probationary period of twelve (12) months.- The probationary period for police promotional positions shall not be extended.

4.4 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, then the appointing authority shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee in the service is desired.

During the probationary period, an employee may be rejected at any time by the appointing authority.- Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which they were promoted unless charges are filed, and they are discharged in the manner provided in the City Charter Article XXXII Section 9, Civil Service Ordinance, and Civil Service Rules.

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4.5 Probationer Advanced To Higher Rank

Any promotional probationary police employee who is advanced to a higher classification or is appointed to the rank of Chief of Police or Deputy Chief of Police shall receive credit towards their promotional probationary period for the lower rank while serving in the higher probationary or appointive rank.

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SECTION 5. LAYOFF**5.1 Layoff**

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

5.2 Layoff Scope

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

(b) The departments of the City are defined as follows:

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

5.3 Notice of Layoff

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

5.4 Precedence by Employment Status

No regular status 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 regular status employee.- The order of layoff among employees not having regular status shall be according to the following categories:

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-
- (a) Extra help or seasonal
 - (b) Provisional
 - (c) Temporary
 - (d) Probationary

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

The following provisions shall apply in computing total continuous service:

- (a) Time spent on military leave shall count as service in the event 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.
- (c) Time worked in a regular or probationary status shall count as service.

If two (2) or more employees have the same seniority, the order of seniority shall be determined by the employees' examination results and ranking on the same eligibility list upon which the employees were subsequently hired.

5.5 Employee Options

Employees laid off shall have any of the following choices:

- (a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least seniority in that classification. This option shall be exercised before any other option.
- (b) Taking a voluntary demotion within the department to a classification in which the employee had prior regular status, thus displacing the employee working in that classification who has the least seniority in that classification. The voluntary demoted employee's demotee's seniority in the classification to which demoted shall be determined by the demotee's dates of hire in the lower classification.

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SECTION 6. REEMPLOYMENT/REINSTATEMENT**6.1 Reemployment**

When an employee in the classified service who has been performing their duties in a satisfactory manner, as shown by the records of the department in which they have been employed, is laid off because of lack of funds, ~~or~~ abolition of their position, or has been on authorized leave of absence and 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 a reemployment list for the appropriate class for reemployment consistent with Civil Service Rule VII Certification and Appointment pertaining to Police safety positions, currently in effect.

The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means "last-laid off, first rehired."

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

6.2 Reinstatement on a Reemployment List

A regular status employee who has resigned in good standing may, with the recommendation of the Police Chief, the City Manager, and the approval of the Civil Service Commission, be restored to a reemployment list of the same classification held upon resignation within a period of one (1) year from the effective date of their resignation.

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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 and the Rules and Regulations of the Civil Service Commission and any applicable provisions of law are followed. – Such provisions allow the employee suspended, demoted, or discharged to 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 written notification of the action. – (Such filing will foreclose use of the grievance procedure.)
- (c) File a grievance as provided for in sSection 8 starting at Sstep two (2) with the Director of Human Resources within ten (10) business days of written notification of the action, or fourteen (14) business days following the mailing of a written notice by first-class mail to the employee's address contained in their official personnel records. Appeals to the grievance process concerning terminations of employment will be expedited and shall be filed directly at step three (3) with a CC to the Director of Human Resources.

For purposes of this subsection, "business day" shall means a day on which the Human Resources Department is open for business to the public.

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

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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 and regulations 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 date of receipt of written notification of such action, or within fourteen (14) business days following mailing of written notification by first-class mail to the employee's address contained in their official personnel records.

For purposes of this subsection, "business day" shall mean a day on which the Human Resources Department is open for business to the public.

8.3 Grievance Processing

(a) Step 1 - Departmental Review.— Any employee claiming to have a grievance may discuss the complaint with such management official in the department where employed as the department head may designate.— If the issue is not resolved within the department within seven (7) business days from the day of presentation, or if the employee elects to submit the grievance directly to the Association recognized as the representative of that employee's classification, the procedures hereinafter specified may be invoked.

(b) Step 2 - Director of Human Resources Review.— Any employee or any official of the Association 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 twenty (20) business 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 paragraphs which has not first been filed and

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investigated in accordance with this paragraph except for the resolution of compensation complaints.

- (c) Step 3 - City Manager Review.– Any grievance which has not been resolved by the procedures hereinabove set forth 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 Association, to meet also with the officials of the Association and to settle the grievance or to make recommendations to the City Manager.

Failure to complete this step within sixty (60) calendar days shall result in the grievance automatically proceeding to step four (4) of the grievance procedure.

- (d) Step 4 - Arbitration.– Either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager.– The fees and expenses of the arbitrator and of a court reporter shall be shared equally by both parties.– Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.
- (e) Effect of Decision.– The decision of the arbitrator on matters properly before them shall be final and binding on the parties hereto except as provided otherwise herein.

8.4 Scope of Arbitration

No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in section 8.1.

Proposals to add to or change this Memorandum of Understanding (MOU) or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum—of UnderstandingMOU, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this sSection.– No arbitrator selected pursuant to this sSection shall have the power to amend or modify this

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~~Memorandum of Understanding MOU~~ or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in this ~~Memorandum of Understanding~~MOU or interpretations thereof (except interpretations resulting from the arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association.

8.5 Other Provisions

If the Director of Human Resources, in pursuance of the procedures outlined above, or the City Manager in pursuance of the provisions 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 their judgment for the judgment of management and if they find that the City had such right, they 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 which allege the employee is not being compensated in accordance with the provisions of this ~~Memorandum of Understanding~~MOU 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 ~~MOU~~Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed, except in cases where the City determines that the basis of the compensation issue was a result of a clerical error, the adjustment shall be no more than three hundred and sixty-five (365) days from the date upon which the complaint was filed.

The provisions of this ~~s~~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 which 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 represented by the Association shall be processed under this ~~s~~Section. If the City Charter requires that a differing option be

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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 themselves 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.

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TERM: July 1, ~~2022-2025~~ – June 30, ~~2025~~2028**SECTION 9. LEAVES****9.1 Sick Leave**

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

An employee may use sick leave for preventive medical, dental, optical care, illness, injury, or exposure to contagious disease, which incapacitates them from performing their duties.- This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

(c) Usage for Family.- Employees may utilize fifty percent (50%) of their annual accrued sick leave to attend to cases of illness or injury in the employee's immediate family.

For the purposes of this section, immediate family is defined as the employee's parents, spouse, registered domestic partner, child (child as defined as biological, step, foster or adopted child; a legal ward; child of domestic partner; a child to whom the employee stands in loco parentis), legal dependent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, ~~and~~ grandchild, and "designated person." For the purposes of paid sick leave, a "designated person" means a "person identified by the employee at the time the employee requests paid sick leave." An employee may select one (1) person as a "designated person" in a twelve (12) month period.

(d) Procedures for Requesting and Approving Sick Leave.- When the requirement for sick leave is known to the employee in advance of their absence, the employee shall request authorization for such sick leave

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from the department head prior to such absence.– In all other instances, the employee shall notify their supervisor as promptly as possible of their absence.

Before an employee may be paid for the use of accrued sick leave, they shall complete and submit to their department head a signed statement, on a prescribed form, stating the dates and hours of absence, type of sick leave to be used, and such other information as is necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head.

- (e) Doctor's Certificate or Other Proof.– The Police Chief or designee may require a doctor's certificate or other reasonable proof of illness as they deem 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 they 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.
- (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.
- (g) Payment for Unused Sick Leave.– Except as provided in section (h), all sick leave shall have no cash value upon separation of employment, and employees shall not be allowed to cash out unused sick leave.– Current employees shall be eligible for [California Public Employees' Retirement System \(CalPERS\)](#) service credit for unused sick leave at retirement. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave shall not be eligible for that service credit.– Effective July 1, 2016, the City will begin to pay the PERS .351%

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Cost Pick-Up for Credit for Unused Sick Leave for those members hired on or before August 16, 2013.

- (h) Sick Leave Retention Benefit.– 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 February 16, 2012, shall be paid at thirty-five percent (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 February 16, 2012, shall be paid at fifty percent (50%) of its cash value to separating employees after this date.
 - (4) Service credit for unused sick leave shall be in accordance with PERS regulations.

9.2 Military Leave

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

All regular status 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, Space Force or any other branch of the Military Service of the United States or the State of California. – Said employees shall be reinstated in the position they held when they were inducted into Military Service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

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In the case of a probationary employee having served their minimum probationary period of eighteen (18) months at the time of induction, it shall be optional with the department head and the City Manager to grant regular status to said employee before induction.

All probationary employees inducted into Military Service not having served the minimum probationary period of eighteen (18) months, or having served the minimum probationary period of eighteen (18) months, but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency, but said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit as above specified and shall serve the balance of their probationary period before attaining the status of a regular employee.

Two (2) or more regular status employees granted military leave of absence without pay from the same position shall be reemployed according to their seniority of employment, providing they are physically fit as above specified.

9.3 Court Appearance

Upon approval by the department head, an employee, other than a provisional, part-time, 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:

- (a) Said absence from duty will be compensated for actual hours the employee serves on the jury or is required to remain in court to testify as a witness in a criminal case, other than as a defendant, including necessary travel time.- As a condition of receiving such full pay, the employee must remit to the City's Chief Financial Officer (CFO)~~City Treasurer~~, through the employee's department head, within fifteen (15) days after receipt all fees received except those specifically allowed for mileage and expenses.
- (b) Jury duty or witness duty appearances shall be considered in terms of actual hours spent performing those duties.- If an employee is not due to appear for jury duty or as a witness until afternoon court session, they will be expected to work their usual morning schedule.- If an employee is required to appear for morning court session and is released before noon and not required to return to court in the afternoon, they shall work the remainder of their usual afternoon schedule.

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- (c) 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's CFO~~City Treasurer~~ through the employee's department head.

Notwithstanding the foregoing, attendance in court in connection with an employee's official duties or on behalf of the City of Stockton in connection with a case in which the City of Stockton is a party, together with travel time necessarily involved, shall not be considered absent from duty within the meaning of this sSection.

9.4 Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted up to three (3) days bereavement leave with pay without charge to their accumulated sick leave ~~credits~~ or vacation eligibility. ~~The employee shall, upon request, City Manager may be granted~~ an additional three (3) days bereavement leave ~~upon request~~ which shall be charged against the employee's accumulated sick leave or annual leave. ~~credits in cases where extensive travel is required to attend the funeral.~~

For the purposes of this sSection, the immediate family shall be restricted to the employees' parents, spouse, registered domestic partner, child (child as defined as biological, step, foster, or adopted child; a legal ward; child of domestic partner; a child to whom the employee stands in loco parentis), legal dependent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandchild.

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 or annual leave ~~credits~~.

9.5 Workers' Compensation Leave

Forms and Procedures. ~~Workers' C~~ompensation processing shall be consistent with City procedures and in accordance with Sstate Workers' Compensation regulations. ~~An employee who sustains a work-related injury or illness shall immediately inform their supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness requiring~~

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

9.6 Leave of Absence

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the City of Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants ~~to~~ the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time 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 sSection shall be subject to review by the City Manager, whose ruling shall be final.

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

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

Authorized absence without pay which exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights based on length of employment.- Periods of time during which an employee is required to be absent from their position by reason of an injury or illnessdisease for which they are 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 adjustments.

9.7 Leave of Absence Without Pay

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

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An appointing authority may grant a leave of absence without pay for personal reasons up to a maximum of twelve (12) months with [the](#) 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 [the](#) approval of the Director of Human Resources.– This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

Such a leave [of absence](#) will be granted only after all accrued sick [credits/leave](#) [has](#)ve been used and shall be substantiated by a physician's statement.

- (b) Application for and Approval of Leaves of Absence Without Pay.– In order to receive leave without pay, an employee must submit a request on the prescribed form to their department head and the City Manager describing the reasons for the request and all other information required for the department head, or their representative, to evaluate the request.– Leaves without pay may be canceled by the department head at any time.

9.8 Absence Without Leave

- (a) Refusal of Leave or Failure to Return After Leave.– Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the department head or City Manager, or at the expiration of a leave, shall be considered an absence without leave.
- (b) Voluntary Resignation.– Any employee of this bargaining unit absent without leave for two (2) or more consecutive scheduled days or absent an aggregate of either sixteen (16) hours or twenty (20) 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.

9.9 Vacation Leave

- (a) Vacation Allowance.– All regular status employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave with pay [semi-monthly on a per pay period basis](#) in accordance with the following schedule:

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Less than 1½ years continuous employment	80 hours/year
After 1½ years up to 7½ years.....	108 hours/year
After 7½ years up to 15 years.....	144 hours/year
After 15 years up to 25 years.....	189 hours/year

Seven (7) additional hours ~~hence~~ for each completed year of service in excess of twenty-five (25) years.

Effective as soon as administratively possible following adoption of this contract by the City Council, but no later than December 31, 2022, employees will accrue vacation based on their initial Peace Officer Standards and Training (P.O.S.T.) certification date if that date is earlier than their most recent hire date with the City. This change shall apply on a going forward basis only. Employees are responsible for informing the City of their initial P.O.S.T. certification date if it differs from their most recent hire date with the City.

- (b) Vacation Accumulation.– Effective July 1, 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 balances without exception.

Employees who, on July 1, 2012, have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation hours to satisfy the maximum allowed.– If an employee does not satisfy the maximum by June 30, 2013, they shall retain their existing earned vacation hours, but shall not earn any additional vacation until the employee’s vacation balance is under the maximum vacation accrual allowed.

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

Under 1.5 years	120 hours
1.5 – 7.5 years	240 hours
7.5 – 15 years	280 hours
15 – 25 years	320 hours
26 years	328 hours
27 years	336 hours
28 years	344 hours
29 years	352 hours
29 plus years	7 hours each additional year

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- (c) Vacation Schedule.— The time at which employees shall be granted vacation leave shall be at the discretion of the department head with due regard for the wishes of the employee and needs of the City.
- (d) Vacation Allowance for Separated Employees
- (1) 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.
 - (2) An employee who has resigned in good standing and is subsequently reinstated within one (1) year from the date of their resignation shall have their prior service counted in determining eligibility for vacation benefits, deducting therefrom the amount of time between the date of resignation and the date of reinstatement which shall not be counted in determining eligibility.

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SECTION 10. DAYS AND HOURS OF WORK**10.1 Regular Workweek**

The normal workweek for Police Unit employees is defined as either the traditional workweek consisting of eight (8) hours per day, five (5) days per week; the alternate 9/80 work schedule consisting of nine (9) hour work days Monday through Thursday, eight (8) hour work day on Friday with every other Friday off; or the 4/10 schedule consisting of ten (10) hour work days. Where operational requirements of a department require deviations from the present schedule, the City Manager may institute alternate work schedules, consistent with provisions of the State Law.

10.2 Regular Workweek for Patrol

The work schedule for patrol is the current 4/10 work schedule.- The Chief of Police may change the start/finish time of a shift after providing written notification.

10.3 Meal Periods

Phase shift employees normally receive a one-half (1/2) hour meal with pay each day.

Other Police Unit employees will normally receive a one (1) hour meal period without pay.

10.4 Furlough bank hours

(a) Furlough Bank. There shall be no cash value provided for any furlough hours since the start of the furlough program in 2009 and all furlough bank hours shall be used in accordance with section 10.4 (b) below.

(b) Use of Furlough Hours. All furlough leave shall be scheduled in advance with the employee's supervisor.- All Ffurlough hours must be used prior to accrued vacation and CTO hours. Furlough hours must be scheduled and used prior to the date of separation in accordance with the City's leave policies.

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SECTION 11. OVERTIME**11.1 Authorization**

All compensable overtime must be authorized by the Chief of Police or the Chief's 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 work day following the date which the overtime was worked.

11.2 Compensation

The following provisions pertaining to authorized statutorily required overtime work shall apply to employees whose normal work period is eight (8) hours per day and forty (40) hours per week (including 9/80 schedules), or ten (10) hours per day and forty (40) hours per week:

- (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 (1½) including employees employed on a per hour or per day basis or except as provided elsewhere herein.
- (b) Hours worked shall include all actual time worked.— Furlough hours taken, holiday hours taken, bereavement leave, jury duty leave, and sick leave shall be considered as time worked.— Vacation or other compensated time off not specifically identified above shall not be considered as time worked.
- (c) Notwithstanding subparagraph ~~“(b)”~~ above, effective as soon as administratively possible but no later than December 31, 2022, vacation leave taken within the work period shall also count as actual time worked. The parties agree that the cost value of this modification is approximately zero point two percent (0.2%) of salary for the bargaining unit. During the final year of this MOU, the parties agree to evaluate the economic and operational impacts of this change and will negotiate over modifications to or continuation of this structure as part of successor contract negotiations.

11.3 Court Appearance Pay While in Off Duty Status

- (a) An employee required by proper authority to appear in court during off-duty hours shall receive compensation of three (3) hours at time and

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one-half (1½) or actual time worked at the appropriate rate, whichever is greater.

Multiple subpoenas covering the same case on the same day or multiple subpoenas for either the morning or the afternoon do not count as separate incidents for the purpose of minimum compensation. However, a subpoena to attend court for one (1) case in the morning and a subpoena to attend court for a second case in the afternoon will count as separate incidents for purposes of minimum compensation.

- (b) Voluntary Court Standby.– Police Unit employees who voluntarily place themselves on standby for court appearance while off duty shall receive one (1) hour of pay at the regular rate for the four (4) hours of standby for the a.m. and, if required to remain on standby, one (1) additional hour at the regular rate of pay for the additional four (4) hours of standby for the p.m.

11.4 Call-Back Policy

~~When an employee is called back to work from an off-duty status, the employee shall be compensated for a minimum of three (3) hours at time and one-half (1½) or actual time worked at time and one-half (1½), if eligible for overtime as defined in Section 11.2 above, whichever is greater.~~

~~(a) Employees who are off-duty and ordered to respond without delay to an unplanned incident outside their normal scheduled shift shall receive time and one-half (1.5) at the employee's regular rate of pay for the actual time worked or a minimum of five (5) hours, whichever is greater.~~

~~(b) Employees shall not receive the minimum of 5 hours of overtime in section (a) above and shall instead receive a minimum of three (3) hours of time and one-half (1.5) (at the employee's regular rate of pay) if all the following applies:~~

- ~~(1) an employee receives less than 48 hours' notice to report to work; and~~
- ~~(2) an employee is required to report to duty within 120 minutes before their scheduled start time; and~~
- ~~(3) the employee is required to report on a scheduled workday, and then begins their normal shift.~~

~~(c) For any portion of the call-back period that overlaps with the employee's~~

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normal shift, the employee shall be compensated at time and one-half (1 ½) but shall not also receive straight time pay in addition to the overtime pay for that overlapping period.

(d) This Section shall not apply to employees when held over at the end of their shift or for voluntary overtime regardless of the amount of notice provided. For purposes of this Section, work can typically be defined as performing normal work duties and attending meetings or trainings.

11.5 Compensatory Time

(a) Definition - As used in this sSection, the term “Compensatory Time” 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. Such time has previously been referred to as “Earned Time.”

(b) Accrual - For all hours in excess of forty (40) hours in a seven (7) day work period, for which the employee is in a paid status, the Association agrees that Compensatory time shall be earned at the rate of time and one-half (1½).

No more than eighty (80) hours (fifty-six and one-third hours [56-1/3]) worked at time and one-half (1½) may be carried on the books at any time.- When the time-sheetcard is filled out, employees may elect to accrue Compensatory Time or be paid for the hours worked.

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

(d) Payment - Once eighty (80) hours of Compensatory Time is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period will automatically be paid.- At the end of each calendar year, all Compensatory Time will be carried forward (forty (40) hours maximum), unless the employee elects to have the compensatory balance paid.- Carryover Compensatory Time cannot exceed the forty (40) hours maximum.

11.6 Standby Compensation

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Employees who are placed on standby on their normal day off shall be paid at the rate of three dollars (\$3.00) per hour for each hour on standby assignment. An employee shall earn time and one-half (1½) for all actual time worked while on standby duty status only if eligible for overtime as defined above.— An employee shall not continue to receive the “standby” premium during actual time worked or for any hours paid as overtime or call back.— Standby is not considered as time in “paid status because of work performed” for purposes of calculating overtime.

Employees who are placed on standby after the end of their shift on a regular work day shall receive three dollars (\$3.00) per hour for each hour of standby. An employee shall earn time and one-half (1½) for all actual time worked while on standby duty status only if eligible for overtime as defined above.— An employee shall not continue to receive the “standby” premium during actual time worked or for any hours paid as overtime or call back.— Standby is not considered as time in “paid status because of work performed” for purposes of calculating overtime.

Employees who are placed on standby shall take a City vehicle and a beeper when required to stand by.— The vehicle and beeper shall be turned in at the conclusion of each standby assignment.

While in such standby status, employees shall leave with the Command Center a telephone number at which they can be reached.— Such employees shall be available to the Police Department within a forty-five (45) minute response time.

11.7 No Standby Compensation for Time Worked

Employees shall not simultaneously receive compensation for court appearance, voluntary court standby, standby, or call back pay provided in sSections 11.3(a), 11.3(b), 11.4, or 11.6 above.— Employees are eligible to receive overtime only in accordance with sSection 11.2 above.

11.8 Sergeants Working Hireback

- (a) Sergeants will be authorized to work special event hireback in the event that there are insufficient officers willing to volunteer for the special event overtime.— The order of hireback will be: (1) officers working voluntary overtime, (2) followed by sergeants working voluntary overtime, (3) followed by officers working mandatory overtime.

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- (b) Special events are defined as hireback which is not patrol hireback and does not have an enforcement related function.

- (c) Pay Rate.
 - (1) Because of limitations in the City's payroll system, Sergeants will *initially* be paid based on their regular rate for this hireback.

 - (2) However, as soon as it becomes feasible for the City's payroll system to do so, the City will pay Sergeants working officer hireback under this provision at the top-step officer rate. In that event, overtime pay for the work period in which the hireback occurs will be paid in accordance with the FLSA with the sergeants regular rate of pay based on a weighted average methodology. The City will notify the Association thirty (30) days before implementing such a system.

- (d) Sergeants hired to fill a Sergeant's position for special events will be paid based on their regular rate.

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SECTION 12. HOLIDAYS

12.1 Holidays Observed by the City

Effective upon the first full pay period following ratification for this ~~Memorandum of Understanding~~MOU by ~~Stockton Police Officers Association~~SPOA and approval by the City Council on its regular agenda in accordance with the Ralph M. Brown Act, employees shall receive the following holidays on full pay for any one (1) holiday. Unless otherwise provided in this ~~s~~Section, the City observes the following holidays on the dates indicated:

- (1) New Year’s Day (January 1)
- (2) Martin Luther King’s Birthday(Third Monday in January)
- (3) Lincoln's Birthday (Second Monday in February)
- (4) Washington's Birthday..... (Third Monday in February)
- (5) Cesar Chavez’ Day (March 31 -~~Floating~~LOATING for Non-Patrol)
- (6) Memorial Day(Last Monday in May)
- (7) Independence Day(July 4)
- (8) Labor Day.....(First Monday in September)
- (9) Columbus Day.....(Second Monday in October)
- (10) Veteran's Day..... (November 11)
- (11) Thanksgiving (Fourth Thursday in November)
- (12) Day following Thanksgiving..... (Fourth Friday in November)
- (13) Christmas Day..... (December 25)
- (14) Birthday Holiday

For employees on a Monday through Friday workweek or a 9/80 work schedule, if holidays fall on a Sunday, the following Monday shall be observed.- If holidays fall on Saturday, the preceding Friday shall be observed.

Employees who are in unpaid status the day before or the day after the holiday will not qualify for ~~h~~Holiday ~~p~~Pay as described above.

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, beginning on the day of the employee’s birthday.

12.2 Holiday Compensation

~~(a)~~ Non-Patrol Assignments.— All regular and probationary Police Unit employees who are not assigned to the traditional 10-plan Field Operations/Patrol shift schedule, and are in assignments which observe City

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Holidays shall be entitled to take each holiday off with full pay for each of the holidays listed in [section 12.1](#), above. When an employee works a 4/10 schedule with Saturday, Sunday and Monday as regular days off and the holiday falls on Monday the employee will receive a floating 10-hour holiday for the city-observed holiday that fell on Monday, which must be used within 90 calendar days. Floating holiday requests must be submitted and approved in accordance with departmental time off procedures. Floating holiday requests shall not be unreasonably denied.

The Cesar Chavez FLOATING floating holiday must be used by December 31 of each year and does not carry forward into the subsequent year. There is no cash value for any unused floating holiday hours. Employees have not earned and cannot use the floating holiday hours until the actual holiday occurs (March 31).

~~(b)~~(a) Patrol Assignments.– All regular and probationary Police Unit employees assigned to the traditional 10-plan Field Operations/Patrol shift schedule shall receive a five percent (5%) holiday in lieu add pay. This additional compensation is for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays. For [Association Unit](#) members required to work on an observed holiday, actual hours worked on the holiday will be paid at time and one half (1½).

These members who are permitted to take a holiday off that falls on a regularly scheduled work day shall use appropriate leave hours equivalent to the number of hours of their scheduled shift.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOUTERM: July 1, ~~2022-2025~~ – June 30, ~~2025~~2028**SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY****13.1 Retirement Contribution**

- (a) Legacy employees hired on or before December 31, 2012, shall pay nine percent (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by Sstate law towards the employee's share of cost under the Public Employees' Retirement System (PERS). Such amounts will be applied to the employee's individual account.
- (b) Non--Sworn Police Officer Trainee.– The City and the Association agree that employees hired into the Non--Sworn Police Officer Trainee classification shall be members of the "local miscellaneous" retirement plan rather than the "local safety" retirement plan.

The employee shall contribute seven percent (7%) of the employee's current base salary and other compensation as qualified by State law toward the PERS Local Miscellaneous Members Plan.– Such amounts will be applied to the employee's individual account in accordance with Government Code Section 20691.

Upon satisfactory completion of basic recruit training, the Non--Sworn Police Officer Trainee (Local Miscellaneous Member) shall be transferred to Sworn Police Officer plan (Local Safety Member).

13.2 Military Service Credit

The City shall provide for military service pursuant to the provisions of Government Code Section 21024, formerly Section 20930.3, and Section 20930.33, at the employee's expense.

13.3 PERS Fourth Level Of 1959 Survivor Benefits

The City provides PERS California Government Code Ssection 21574 (Fourth Level of 1959 Survivor Benefits) as an additional retirement benefit, to be effective upon adoption by the Stockton City Council and the PERS Administration Board.

13.4 PERS 3% At Age 50 Retirement for Employees Hired on or before
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On July 21, 2000, the City made application to PERS to provide PERS California Government Code ~~s~~Section 21362.2 (3% at age 50) as an amendment retirement benefit, to be effective upon adoption by the Stockton City Council and the PERS Administration Board.

13.5 PERS Benefits for Employees hired on or after January 1, 2013

- (a) The City shall amend its CalPERS contract to eliminate sick leave conversion and the enhanced survivor benefits for all employees hired on or after August 16, 2013, the effective date of the contract amendment.
- (b) Employees with Reciprocity:– Employees hired on or after January 1, 2013, 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 six (6) months and are considered legacy employees by PERS AB 340, shall be subject to the PERS pension formula of 3% @ 50 with only the 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 nine percent (9%).
- (c) Employees without Reciprocity:– Employees hired on or after January 1, 2013, shall be subject to the AB340 PERS pension formula of 2.7% @ 57 with no optional pension enhancements and the other provisions of the retirement tier they were hired under.– Employees shall pay fifty percent (50%) of the City’s normal cost rate for the 2.7% @ 57 as determined by CalPERS.

13.6 Uniform Allowance

- (a) Employees in this unit shall receive as additional annual compensation, a uniform allowance in the amount of nine hundred and fifty dollars (\$950.00).

Payment shall be made in two (2) equal installments of one-half (1/2) of the annual value of uniform allowance to eligible employees during the months of April and October.

- (b) Protective Vests:– The City shall provide safety protective vest and annual testing by lot number.

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- (a) The City will pay three percent (3%) of the top salary step in rank for employees who attain an Intermediate P.O.S.T. Certificate and six percent (6%) of the top salary step in rank for employees who attain an Advanced P.O.S.T. Certificate.
- (b) The Personnel and Training Division of the Police Department will submit the appropriate paperwork to the Human Resources Department confirming and authorizing P.O.S.T. Educational Incentive Pay for eligible employees.

Compensation shall be effective the first of the month following the date of eligibility for the certificate.

13.8 Longevity Increment Pay for Police Officer for Grandfathered Employees Only

Effective August 1, 2011, Longevity Increment Pay for Police Officer shall be eliminated. – Those members who were receiving Longevity Increment Pay as of July 31, 2011, shall be grandfathered, and effective August 1, 2011, their Longevity Increment Pay shall be reduced by five percent (5%) and shall remain frozen at that level, and no additional increments shall be earned, as described herein.

- (a) For those members who as of July 31, 2011 were receiving five percent (5%) of top salary step in rank for longevity, upon completion of six (6) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011, those members shall no longer receive longevity increment pay. – This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.
- (b) For those members who as of July 31, 2011 were receiving seven percent (7%) of top salary step in rank for longevity, upon completion of nine (9) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011, the City shall pay two percent (2%) of top salary step in rank for longevity pay. – This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.
- (c) For those members who as of July 31, 2011 were receiving twelve percent (12%) of top salary step in rank for longevity, upon completion of twelve

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(12) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay seven percent (7%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.

- (d) For those members who as of July 31, 2011 were receiving fourteen percent (14%) of top salary step in rank for longevity, upon completion of eighteen (18) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay nine percent (9%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.
- (e) For those members who as of July 31, 2011 were receiving nineteen percent (19%) of top salary step in rank for longevity, upon completion of twenty-four (24) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay fourteen percent (14%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.
- (f) For the limited purpose of defining continuous service under this ~~s~~Section of the ~~MOU Memorandum of Understanding~~, continuous service shall include leaves without pay for less than one (1) year as long as the public safety officer did not withdraw their contributions to PERS.
- (g) **Effective July 1, 2012, Section 13.8(a) through (f) are modified as follows:**

Employees who are receiving Longevity Pay as described above shall have their Longevity pay reduced an additional four percent (4%) effective July 1, 2012, except ~~that~~ individuals whose 2011 reduction of the following amounts (Reductions of Longevity pay, elimination of Master Officer Pay, elimination of Educational Incentive and payment of employees PERS contribution) was twenty-two percent (22%) shall have their Longevity amount reduced by one percent (1%). The longevity increment pay shall remain frozen at this level and no additional increments shall be earned nor shall additional persons qualify for this pay.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOUTERM: July 1, ~~2022-2025~~ – June 30, ~~2025~~2028**13.9 Longevity Increment Pay For Police Sergeant**

The five percent (5%) Longevity Pay received by Sergeants is frozen effective July 1, 2012, and no additional persons shall qualify for this pay.

13.10 Canine Handler Compensation

Employees assigned canine responsibilities shall be paid a maximum of ten (10) hours per month, at the rate of one and one-half (1½) time.- Compensation shall be for time spent by officers on their off-duty time to feed and exercise the dog and to clean the kennel.

13.11 Motorcycle Officer Compensation

Effective the first full pay period after the effective date of this contract, employees assigned motorcycle responsibilities shall be paid a maximum of four and one-quarter (4.25) hours per month, at the rate of one and one-half (1½) time.- Compensation shall be for the time spent by officers on their off-duty time to clean, wax, and generally maintain their assigned motorcycles.

13.12 Explosive Ordinance Disposal (EOD) Compensation

Unit members assigned to EOD shall be paid a maximum of five (5) hours per month at the rate of one and one-half (1½) time.

13.13 [Special Weapons And Tactics \(SWAT\)](#) Compensation

Effective the first full pay period after the effective date of this contract, [Association](#) unit members assigned to SWAT shall be paid a maximum of four and one-quarter (4.25) hours per month at the rate of one and one-half (1½) time.

13.14 Field Training Officer Compensation

The pay for [Association](#) unit members assigned as a Field Training Officer shall be five percent (5%) of the top salary step of rank.

13.15 Bilingual Pay

The pay for qualified and approved bilingual skills will be two and one-half percent (2.5%) of the top salary step of rank.

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To be eligible for this differential pay, an officer must be certified to meet the functional needs of the Department.- The Chief of Police has the sole discretion in determining the number of officers needed for bilingual services, the languages that will be recognized, and the functional language skills needed for the Department.

13.16 Acting Pay

Any employee who is assigned by proper authority to work in a higher paid classification and who performs a majority of the duties of that higher position shall receive that rate of pay in a step of the higher classification which would have been received if the employee had been promoted into that classification.

13.17 CalPERS Reportability

The City makes no representation as to whether any of the compensation or payments in the [MOUMemorandum of Understanding](#) 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 [MOUMemorandum of Understanding](#) is outside of the City's control.

13.18 Flight Pay Differential

- (a) Effective first full pay period following adoption, employees assigned to the Aero Detail as pilots shall receive a ten percent (10%) differential.
- (b) Employees assigned to the Aero Detail as observers shall receive sufficient flight instruction to enable them to land safely in an emergency.
- (c) The City shall provide employees assigned to the Aero Detail with suitable protective flight equipment, including but not limited to:
 - (1) One (1) Flight Helmet
 - (2) One (1) Nomex Flight Suit
 - (3) One (1) Pair of Nomex Gloves

13.19 Mobile Command ~~POST~~Post

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Effective the first full pay period after the effective date of this contract, employees assigned to the Mobile Command Post ~~t~~Team who maintain a Class A ~~l~~icense shall be paid an additional one (1) hour per month, at the rate of one and one-half (1½) time. Compensation shall be for the time spent by officers on their off-duty time to maintain their Class A license.

13.20 Lapse of Certification

An employee receiving an add pay under ~~s~~Section 13 of this MOU, whose certification lapses, will not be eligible for the add pay and will be subject to reassignment. Reinstatement of the add pay will commence upon recertification.

13.21 Recruitment and Retention Side-Letter: Longevity

The City agrees that the intent of the longevity pay provided in the side-letter is to be reportable to CalPERS and will meet and confer with the SPOA regarding any reportability issues identified by CalPERS.

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SECTION 14. INSURANCE PLANS**14.0 Reopener Clause for Health Insurance**

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

14.1 Health Insurance And Related Benefits

- (a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an employee only, employee plus one (1), and employee plus two (2) or more dependents coverage. The City shall offer two (2) or more medical plans to regular status employees.
- (b) Eligibility. - Employees shall become eligible for medical, dental, and vision insurance on the first day of the month following date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or as the dependent spouse/registered domestic partner 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 (1) employee plan (i.e., an employee and their dependent cannot be covered by more than one (1) City-offered health plan).
- (c) City Contribution Towards the Cost of Insurance Programs.
- (1) Effective July 1, 2022, the City shall contribute the following:
- a. Up to \$697.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
 - b. Up to \$1,265.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
 - c. Up to \$1,685.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents

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medical/dental/vision plan coverage.

(2) Effective July 1, 2023, City shall contribute the following:

- a. Up to \$711.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- b. Up to \$1,290.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
- c. Up to \$1,719.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(3) Effective July 1, 2024, City shall contribute the following:

- a. Up to \$725.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- b. Up to \$1,316.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
- c. Up to \$1,753.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

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

- (c) Plan Rules. Employees may insure themselves and their eligible dependents under the medical, vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the

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selected Plan. Benefits in the Plan shall be in accordance with the Plan document.

14.2 Retiree Medical Trust

The City will cooperate with the SPOA to amend the documents related to the SPOA Retiree Medical Trust ("RMT") to reflect that the City relinquishes all of its right to designate any trustees under the RMT and any and all rights, obligations, or responsibility under the RMT so that only the SPOA designated Trustees will administer the RMT.

The City has no objection to the transfer of all current assets in the RMT to another trust (the "Receiving Trust") selected by the SPOA designated RMT Trustees so long as the Receiving Trust agrees to hold those assets for the exclusive benefit of eligible retirees. Further, the SPOA and the City agree that the transfer of assets will be contingent on the SPOA and Receiving Trustees agreeing that on and after the transfer of the assets of the RMT to the Receiving Trust (i) the City's only obligation with respect to such Receiving Trust will be to make any agreed upon contributions to the Receiving Trust, and (ii) the SPOA and the Receiving Trustees further agree that on and after the transfer of the assets of the RMT to the Receiving Trust, to indemnify and hold harmless the City and the City designated trustees from any claim whatsoever by the SPOA, any unit member, or any beneficiary of the Receiving Trust with respect to the Receiving Trust. Such claims include, but are not limited to, (i) any claim for benefits under the Receiving Trust or any plan funded by the Receiving Trust, (ii) any claim regarding the administration of, or fiduciary duties under, the Receiving Trust, (iii) any claim regarding the tax treatment of contributions to the Receiving Trust (so long as the City complies with applicable federal law and guidance from the Internal Revenue Service), and (iv) any claim regarding the terms of the Receiving Trust or selection of trustees.

The City's obligation to contribute to the RMT has ceased. However, in the event that the Association's membership votes to approve member contributions to the Receiving Trust, the City agrees to deduct those contributions (and any required administrative fees charged by third parties) from members' paychecks. Nothing herein commits the City to paying any portion of any future contribution.

14.3 Life Insurance

The City shall provide each employee group term life insurance coverage with a face value of fifty thousand dollars (\$50,000.00). In addition, employees may

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purchase additional voluntary life through their ~~union~~[Association](#) or through the City's IRS 125 vendor.

14.4 Long Term Disability Insurance

The City shall reduce the base pay of employees in this [Association](#)~~unit~~ by twenty dollars (\$20.00) per month and instead shall provide to each bargaining unit member twenty dollars (\$20.00) per month for the purpose of purchasing Long Term Disability Insurance.- The Association recognizes and agrees that it is their responsibility for purchasing a Preferred Long Term Disability Program for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.

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TERM: July 1, ~~2022~~2025 – June 30, ~~2025~~2028SECTION 15. SALARY PLAN**15.1 Salary**

(a) Cost of Living Adjustment (COLA)

- (1) Effective ~~July 1, 2022~~the first full pay-period following SPOA ratification and City Council adoption in open session, employees will receive a ~~nine point eight percent (9.8%)~~six percent (6%) increase to base pay (comprised of a 2% COLA for 2025, a 2% COLA for 2026, and a ~~7.8%~~2% Market Adjustment). ~~Any retroactive portion of this salary increase will be paid to employees as soon as administratively possible following City Council adoption of this agreement.~~
- (2) Effective July 1, ~~2023~~2027, employees will receive a four percent (4%) increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment).
- ~~(3) Effective July 1, 2024, employees will receive a four percent (4%) increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment).~~

(b) Lump Sum Payment

Each employee who was employed in the bargaining unit as of July 1, ~~2023-2025~~and who remained employed as of the ratification and adoption of this agreement will receive a ~~three thousand and five hundred (\$3,500.00)~~\$5,000 lump sum non-pensionable bonus (subject to all applicable withholdings) to be paid by the second scheduled payday in the same month.

15.2 Salary Ranges

~~The salary ranges for all classifications in the aforementioned representation unit will be as set forth in Appendix A, which are attached hereto and made a part hereof. The rates of pay set forth in the Appendix A, represent for each classification the standard rate of pay for full-time employment, effective on the dates noted in the Appendices unless the schedule specifically indicates otherwise.~~

Effective the first full pay period following ratification by the City Council in open session, the City shall add three additional steps at two and a half percent (2.5%)

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~~each step. Progression in the additional steps will require one year of paid status within the step prior, (i.e. progression to Step 7 requires 1 year of service in Step 6 and progression to Step 8 requires 1 year of service in Step 7). Following ratification and adoption of this agreement, bargaining unit members who have been at Step 6 for two years or more will be eligible to progress to Step 8 and bargaining unit members who have been at Step 6 for one year will be eligible to progress to Step 7.~~

Step 8 Acceleration: Following ratification and adoption of this agreement, bargaining unit members who have been at Step 6 for more than 1 year shall progress as follows:

- Bargaining unit members who have been at Step 6 for two years or more will be eligible to progress to Step 8;
- Bargaining unit members who have been at Step 6 for more than one (1) year but less than two (2) years of service (at Step 6), shall immediately advance to Step 7 but shall receive credit for all prior service time accrued at Step 6 towards progression to Step 8. For example, a member who has 18 months of service at Step 6 shall be moved to Step 7 and then shall be moved to Step 8 after six additional months of service.
- Once advanced to Step 8, members shall thereafter progress to Step 9 upon completion of one (1) year of paid service in Step 8, consistent with the standard progression schedule.

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15.3 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary step for a new employee entering the classified service shall be the minimum salary step for the class to which appointed.- When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary step for the class to which that employee is appointed.- Such a salary may not be more than the maximum salary for the class to which that employee is appointed.

15.4 Salary Equivalents

Any monthly, daily or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases when in the judgment of the City Manager, such a conversion is advisable.- In determining equivalent amounts on different

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time bases, the City shall provide tables or regulations for the calculation of payment for service of less than full-time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

15.5 Effective July 1, 2005 – Salary Step Plan – Police Officers Appointed On Or After January 1, 1999

There shall be six (6) salary steps for the classification of Police Sergeant and Police Officer.– Eligible employees will be moved to the next step every twelve (12) months.– Any reference in this [MOUMemorandum of Understanding](#) to a different schedule for step increase shall be adjusted accordingly.– In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first salary step after receiving the recommendation of the department head. The same provisions shall apply to hourly-paid and part-time persons.

All step references below are to the salary schedule for the Police Officer classification.– Non-Sworn Police Officer Trainees are hired at the rate identified in the single step salary classification for Police Officer Trainee.

The first salary step shall be the minimum salary rate and shall be the normal hiring rate for the classification of Police Officer.

The second salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the first salary step and upon the written recommendation of the department head.

The third salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the second salary step and upon the written recommendation of the department head.

The fourth salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the third salary step and upon the written recommendation of the department head.

The fifth salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the fourth salary step and upon the recommendation of the department head.

The sixth salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the fifth salary step and upon the recommendation of the department head.

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Regardless of an employee's length of service, salary step advancements in any given class may be made upon recommendation of the department head with the approval of the City Manager, but not above Step 3 for a given range.

Salary step increases shall 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 shall be as of that date.

If a department head recommends to withhold salary increases because an employee has not achieved the level of performance required for the position, the recommendation of notice must be received by the City Manager at least four (4) weeks in advance of the employee's eligibility date.- The affected employee shall be furnished a copy of the department head's recommendation.

Changes in an employee's salary because of promotion, demotion, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee, which date shall be as stated in the preceding paragraph.

Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.

15.6 Salary Step Plan – Non-Sworn Police Officer Trainee Status

An employee with the status of Non-Sworn Police Officer Trainee shall be paid at sStep one (1) of the Police Officer Trainee salary range.- Upon passing all the requirements of the Basic Peace Officer Academy and transfer to the sworn position of Police Officer, the employee shall be paid at sStep one (1) of the salary range of Police Officer.- The Trainee shall not qualify for Safety status while in the Academy.

15.7 Salary Step After Military Leave

All employees who have been granted a military leave shall, upon their return to the City service, be entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

15.8 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

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the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the City Manager.

15.9 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher class, that employee shall be entitled to the next step in the salary scale of the higher class which is approximately five percent (5%) but in no case less than four percent (4%) above the rate they have been receiving, except that the next step shall not exceed the maximum salary of the higher class.– 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 they are demoted, and the specific rate of pay within the range shall be final.

15.10 Salary On Reinstatement

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, their salary shall not be higher than their salary at the time of their separation unless there has been an increase within the salary range.

15.11 Special Assignment Differential

- (a) All Police Unit employees who are not assigned to the traditional 10-plan Field Operations/Patrol shift schedule and are assigned to schedules that regularly observe holidays off shall receive a “Special Assignment” differential equal to five percent (5%) of the employee's current base pay. This pay is in exchange for the elimination of extra holiday compensation for these positions.
- (b) While not all-inclusive, examples of those special assignments wherein the Special Assignment Differential would apply include positions within the Investigations Division, Administrative Services Division, Technical Services Division, Special Operations Division, Traffic Section, and Professional Standards Section.– The primary qualifying factor for Special Assignment Differential is that the special assignment is one in which the assigned personnel generally observe all holidays off, as the section/unit “closes” on holidays.– These can generally be described as “non-patrol” assignments.

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15.12 Bi-Weekly Pay Period

The City and the Association agree to ~~move to~~ bi-weekly pay, twenty six pay periods per year as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system for all employees in the bargaining unit.

15.13 Police Sergeant Compaction Reopener

In the event a compaction issue arises within the Sergeant classification as a result of an officer promoting to a higher step than a current Sergeant, the parties agree to meet and confer to resolve the compaction issue.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOUTERM: July 1, ~~2022-2025~~ – June 30, ~~2025~~2028**SECTION 16. RESIDENCY**

All sworn public safety officers in the employ of the City of Stockton shall reside within a geographic area from which they can reach City Hall within forty-five (45) minutes.

SECTION 17. SEVERABILITY OF PROVISIONS

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

SECTION 18. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this ~~MOU Memorandum of Understanding~~.

This ~~MOU Memorandum of Understanding~~ shall supersede all existing Memoranda of Understanding between the City and the Association.

SECTION 19. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this ~~MOU Memorandum of Understanding~~ fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring.- Neither party shall, during the term of this ~~MOU Memorandum of Understanding~~, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein shall prohibit the parties from changing the terms of this ~~MOU Memorandum of Understanding~~ by mutual agreement.

SECTION 20. DURATION

All provisions of this ~~MOU Memorandum of Understanding~~ shall be effective July 1, ~~2022~~2025, and shall remain in full force and effect to and including the 30th day of June, ~~2025~~2028.

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SECTION 21. MAINTENANCE OF OPERATIONS

- (a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance.— Therefore, the Association and each employee represented hereby agrees that during the course of negotiations necessary to conclude a successor ~~a~~Agreement to this ~~MOU~~Memorandum of Understanding, the Association or any person acting in its behalf, or each employee in a classification represented by the Association shall not cause, authorize, engage in, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.
- (b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction, that the employee is, or has, engaged in any activity prohibited by subsection (a) of this ~~s~~Section.— The City may take other action which it deems appropriate.
- (c) If the City Council, by majority vote, determines to its satisfaction, that subsection (a) of this ~~s~~Section has been violated by the Association, the City may take such remedial action as it deems appropriate.
- (d) The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this ~~MOU~~Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties.— In the event of any activity prohibited by subsection (a) hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this ~~MOU~~Memorandum of Understanding.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU**TERM: July 1, ~~2022-2025~~ – June 30, ~~2025~~2028****SECTION 22. CITY RIGHTS**

- (a) The Association recognizes that the rights of the City derive from the Constitution of the State of California and the Government Code and not from the ~~MOU Memorandum of Understanding~~. All matters not specifically addressed in this ~~MOU Memorandum of Understanding~~ are reserved to the City.
- (b) The Association recognizes and agrees that the exercise of the express and implied powers, rights, duties, and responsibilities by the City, such as, the adoption of policies, rules, regulations and practices, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this ~~Memorandum of Understanding~~MOU.
- (c) The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing these services limited only by the specific and express terms of this ~~MOU Memorandum of Understanding~~. The exclusive rights of the City shall include but not be limited to, the right to determine the organization of City government and the mission of its constituent agencies; to determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used, the right to introduce new or improved methods or facilities, and to change or alter personnel, methods, means, materials and facilities, to exercise control and discretion over its organization and operations through its managerial employees; to establish and effect rules and regulations consistent with applicable law and the specific and express provisions of this ~~MOU Memorandum of Understanding~~; to establish and implement standards of selecting City personnel and standards for continued employment with the City; to direct the workforce by determining the work to be performed, the personnel who shall perform the work, assigning overtime and scheduling the work; to take disciplinary action; to relieve its employees from duty because of lack of work or funds; to determine whether goods or services shall be made, purchased or contracted for; and to otherwise act in the interest of efficient service to the community.

In cases of emergency when the City determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU**TERM: July 1, ~~2022-2025~~ – June 30, ~~2025~~2028****SECTION 23. CONDITIONAL AGREEMENT RE: PLAN SUPPORT AND TREATMENT OF CLAIMS**

- (a) Confirmation of Plan.– The City agrees to use its best efforts to obtain confirmation of, and to implement, a plan of adjustment (“Plan”) that is consistent with the terms of this ~~MOU Memorandum of Understanding~~, or as applicable, its successor ~~MOU Memorandum of Understanding~~.– All of the provisions of this ~~a~~Article except 2(c) shall be null and void in the event that the Plan contemplated by this Agreement is not confirmed and does not become effective.
- (b) SPOA’s Claims.– SPOA alleges that its members have claims in the bankruptcy case against the City relating to the City’s modification of its 2009 Memorandum of Understanding (“2009 MOU”), pursuant to Declarations of Fiscal Emergency beginning on or about May 26, 2010 and continuing in effect thereafter, and in connection with the treatment of the claims of SPOA and its members under the Pendency Plan (collectively, the “Claims”), and that, in the aggregate, the Claims exceed thirteen million dollars (\$13,000,000). The City disputes the Claims and contends that the Claims would not be allowed in the chapter 9 case.– It further asserts that, if the Claims were allowed, they would be allowed in an amount aggregating less than thirteen million dollars (\$13,000,000).

In consideration of resolving the above differences and agreement on the ~~MOU Memorandum of Understanding~~, the City agrees that the Claims shall be provided for in the Plan as follows:

- (1) The Claims will be deemed allowed in the chapter 9 case in the aggregate amount of eight million, five hundred thousand dollars (\$8,500,000) (the “Allowed Claims”).– In consideration for the reduction in the amount of the Claims, SPOA members employed during fiscal year 2010-2011 and/or 2011-2012 shall be credited, upon final approval of the ~~MOU Memorandum of Understanding~~ by the Parties and, if necessary, by the Bankruptcy Court, twenty-two (22) additional hours of paid leave in fiscal year 2012-2013. These additional hours of paid leave shall have no cash value and shall be utilized any time prior to the date upon which the SPOA member leaves employment with the City.– Only those employees who were employed during some portion of the period July 1, 2010 and July 1, 2012 and who were still current employees upon the effective date of this Agreement shall be entitled to this treatment.
- (2) The Allowed Claims shall be satisfied under the Plan by the City by crediting SPOA members employed during fiscal year 2010-2011 and/or

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2011-2012, eleven (11) additional paid leave hours in the fiscal year of approval of the Plan and eleven (11) additional paid leave hours in the fiscal year after approval of the Plan. This benefit shall only apply to those employees who were employed during some portion of the period July 1, 2010 and July 1, 2012 and who are current employees as of the date the Plan is approved by the Bankruptcy Court.- The total additional paid leave per SPOA member under paragraphs 2(a) and 2(b) of this article shall equal forty-four (44) hours.- These additional paid leave hours shall have no cash value, and shall be utilized any time prior to the date upon which the SPOA member leaves employment with the City. It is understood that the provision of these hours shall be the sole compensation for the Claims of SPOA and its members.— The additional twenty-two (22) hours additional paid leave credit contained in this paragraph 2(b) shall be contingent upon confirmation of the Plan and on the Plan becoming effective.

- (3) Notwithstanding the foregoing, in the event that the Plan is not confirmed and does not become effective, the Claims shall not be allowed as specified herein, and both SPOA and the City agree that the Claims will be considered unresolved, with each Party reserving the right to assert or contest the Claims; provided, however, that the monetary equivalent of any paid leave hours taken pursuant to this aArticle shall serve as a credit against the Claims.
- (c) Implementation of 2012-2014 SPOA Memorandum of Understanding.- The City shall include in its proposed Plan provisions that give effect to and comport with the terms of this Agreement.
- (d) Plan Support.- SPOA agrees to use its best efforts to support the Plan, the provisions of which include the treatment of the Claims as described above, and which are consistent with the terms of the MOUMemorandum of Understanding. SPOA's support for the Plan shall include statements in papers filed in the Bankruptcy Court and in appearances by its counsel in Bankruptcy Court.- SPOA shall use its best efforts to cause its members to vote to approve the Plan, to withdraw any proofs of claim they have filed which are inconsistent with the MOUMemorandum of Understanding and not object to, or otherwise commence any proceeding against, or take any other action opposing any of the terms of the MOUMemorandum of Understanding, the Plan or any disclosure statement filed in connection with the Plan. -At the City's request, such support may also include the execution by SPOA of an agreement to recommend that its members vote in favor of the Plan.

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- (e) Further Assurances. –The Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, from time to time, to effectuate the agreements and understandings of the Parties, whether the same occurs before or after the date of this Agreement.
- (f) Release of Claims. Except for the Parties' respective obligations stated in the MOU Memorandum of Understanding, SPOA, on behalf of all employees in its bargaining unit, and the City hereby release and discharge each other, and their respective past or present parents, subsidiaries, successors, predecessors, assigns, and their respective officers, directors, employees, agents, attorneys, and each of them, from and against any and all defenses, claims, demands, losses, damages, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, which either of them may now or hereafter have against the other in any way related to the Claims and or Litigation Claims (as such term is defined below).– This release shall include, but is not limited to, within thirty (30) days of approval of the Plan, dismissing with prejudice litigation and cross litigation claims ("Litigation Claims") pertaining to San Joaquin County Superior Court case number 39-2010-00245197-CU-WM-STK, San Joaquin Superior Court Case number 39-2010-00253803 and Third Appellate District appellate case numbers C070347 and C068723. These cases shall remain stayed until the occurrence of the effective date of the Plan or the dismissal of the chapter 9 case. The Parties agree to waive any and all claims for attorneys' fees or costs associated with the Litigation Claims.

The Parties, and each of them, hereby waive the provisions of sSection 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

The Parties, and each of them, understand that if the facts with respect to which this release is given turn out to be different from the facts now known or believed by either of them to be true, each of them expressly assumes the risk of the facts turning out to be different, and agrees that this release shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

This release shall be binding upon and inure to the benefit of the Parties and their respective past or present parents, subsidiaries, successors, predecessors,

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assigns, and their respective officers, directors, employees, agents, attorneys, including but not limited to all bargaining unit employees, and each of them.

This release shall not apply to any pending disciplinary cases, or grievances pertaining to those disciplinary cases, but shall apply to any lawsuits filed related to those disciplinary cases.

- (g) Resolution of Dispute regarding the Property at 1132 N. Country Club Rd., Stockton, CA (“the Property”).- City agrees to waive SPOA’s obligation to sell the Property identified in ~~MOU Memorandum of Understanding~~ sSection 23(g), contingent on dismissal of all pending litigation pursuant to sSection 23(f).- SPOA shall continue renting the Property to third parties.- No SPOA member, family member, agent or person within SPOA’s control shall apply to rent the Property.
- (1) In renting the Property, SPOA shall utilize a licensed third-party rental agent not affiliated with SPOA or its agents.
 - (2) SPOA shall sell the Property not later than November 1, 2015, unless this provision is waived in writing by the City.
 - (3) The Property shall be maintained in its present state and SPOA shall exercise its best efforts to ensure that its tenants not interfere with the City Manager’s quiet enjoyment of their home.
 - (4) SPOA shall not seek to change the use of the Property as a single family residence (maximum two unrelated adults, or two adults and two children).
 - (5) Notwithstanding the effective date and expiration date of the ~~MOU Memorandum of Understanding~~, this section (g)(1) shall be effective November 1, 2012, and shall apply to the SPOA’s current efforts to lease the Property. -It shall expire upon the sale of the Property, unless otherwise agreed by the Parties.
- (h) No Admissions.- Except to acknowledge responsibility to perform the terms of this aArticle or to enforce those terms, the Parties agree that nothing contained in this aArticle or any action taken or the failure to take any action pursuant to this aArticle ever is to be construed as an admission or evidence tending to establish the validity of either Party's claims, including the initial Claims.
- (i) Rules of Construction. The Parties agree that any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to

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the interpretation of this [a](#)Article, since both Parties have reviewed it with counsel of their respective choice.– Otherwise, this [a](#)Article shall be governed by and interpreted in accordance with the law of the State of California and the Bankruptcy Code.

SECTION 24. CONCLUSIVENESS

- (a) The specific provisions contained in the Agreement constitute the entire and sole agreement between the City and the Association and shall prevail over existing City ordinances, resolutions, rules and regulations, policies, procedures, and practices wherever there is a direct conflict between previous written policies and practices and a specifically contradictory term of this Agreement. Existing written policies, rules, regulations, ordinances and resolutions shall be amended to conform to the terms of this Agreement. Only those policies and practices directly and expressly revised by this Agreement shall be deemed to be modified by this Agreement.
- (b) All matters not addressed specifically and expressly by this Agreement are, and shall continue to be, within the exclusive decision-making authority of the City and shall not be in any way, directly or indirectly, subject to any grievance procedure.
- (c) This Agreement may be altered, changes, added to, deleted from, or modified only through the voluntary consent of the City and the Association in a written and signed amendment to this Agreement.
- (d) During the term of this agreement, the City shall not exercise any discretion to defund or otherwise alter the financial terms of the Side Letter Agreement ensuring that all agreed-upon compensation and benefits are fully funded and implemented during the term of this agreement. This conclusiveness clause shall sunset at the end of this agreement, June 30, 2028.

ATTACHMENT A

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APPENDIX A. COLA AND MARKET ADJUSTMENTS

Year 1 – Effective 7/1/22;
Year 2 – Effective 7/1/23;
Year 3 – Effective 7/1/24

	Steps					
	1	2	3	4	5	6
Police Officer	6,055.40	6,366.58	6,694.48	7,037.52	7,400.36	7,779.88
COLA and MA year 1 (9.8%)	593.44	623.92	656.06	689.68	725.24	762.44
—Year 1 – Monthly Salary	6,648.84	6,990.50	7,350.54	7,727.20	8,125.60	8,542.32
COLA and MA year 2 (4%)	265.96	279.62	294.02	309.08	325.04	341.68
—Year 2 – Monthly Salary	6,914.80	7,270.12	7,644.56	8,036.28	8,450.64	8,884.00
COLA and MA year 3 (4%)	276.60	290.82	305.78	321.46	338.02	355.36
—Year 3 – Monthly Salary	7,191.40	7,560.94	7,950.34	8,357.74	8,788.66	9,239.36
Police Officer Recruit	5,134.74					
COLA and MA year 1 (9.8%)	503.22					
—Year 1 – Monthly Salary	5,637.96					
COLA and MA year 2 (4%)	225.51					
—Year 2 – Monthly Salary	5,863.46					
COLA and MA year 3 (4%)	234.56					
—Year 3 – Monthly Salary	6,098.02					
Police Officer Trainee	5,134.74					
COLA and MA year 1 (9.8%)	503.22					
—Year 1 – Monthly Salary	5,637.96					
COLA and MA year 2 (4%)	225.51					
—Year 2 – Monthly Salary	5,863.46					
COLA and MA year 3 (4%)	234.56					
—Year 3 – Monthly Salary	6,098.02					
Police Sergeant	7,159.02	7,527.88	7,913.48	8,320.32	8,748.40	9,197.74
COLA and MA year 1 (9.8%)	701.56	737.74	775.52	815.40	857.34	901.38
—Year 1 – Monthly Salary	7,860.58	8,265.62	8,689.00	9,135.72	9,605.74	10,099.12
COLA and MA year 2 (4%)	314.42	330.62	347.56	365.42	384.22	403.96
—Year 2 – Monthly Salary	8,175.00	8,596.24	9,036.56	9,501.14	9,989.96	10,503.08
COLA and MA year 3 (4%)	327.02	343.86	361.46	380.06	399.60	420.14
—Year 3 – Monthly Salary	8,502.02	8,940.10	9,398.02	9,881.20	10,389.56	10,923.22

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IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on _____ and by an affirmative vote of the Stockton City Council on _____.- The SPOA and the City of Stockton have hereto executed this Memorandum of Understanding this ____day of _____, [20222026](#).

For the City of Stockton:

For the Stockton Police Officers Association:

~~HARRY BLACK~~JOHNNY FORD
City Manager

PATRICK HIGH
President

~~ROSEMARY RIVAS~~ALECIA FIGIEROA
~~Interim-Acting~~ Director of Human Resources

~~JEREMIAH SKAGG~~SCHRIS SHERMAN
Vice_-President

Approved as to form:
~~LORI M. ASUNCION~~, City Attorney

~~MARK BARTLEY~~STACIE CASABIAN
Negotiator for Association

By:

MARCI A. ARREDONDO
~~Deputy~~ City Attorney

By:

~~BURKE DUNPHY~~CHE JOHNSON
Negotiator for the City

ATTEST:

~~ELIZA GARZAK~~KATHERINE ROLAND
City Clerk

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