

CITY OF STOCKTON

MID-MANAGEMENT/SUPERVISORY LEVEL MEMORANDUM OF UNDERSTANDING

The Stockton Mid-Management/Supervisory Level bargaining unit and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees employed in the representation unit identified in section 1, have exchanged freely information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) and has been jointly prepared by the parties.

This MOU shall be presented to the Stockton City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2026, and ending June 30, 2029.

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SECTION 1. RECOGNITION

The City recognizes the City of Stockton Management B & C Employees Group, herein-after referred to as "Association", as the recognized employee organization for the Mid-Management/Supervisory Level Bargaining Unit.

SECTION 2. ASSOCIATION RIGHTS

2.1. Association Membership Dues and Payroll Deductions

- (a) The City will deduct the monthly Association membership dues, initiation fees, general assessments and payments for membership benefits programs sponsored by the Association from the salary or wages of all employees who voluntarily authorize such deductions, as certified in writing by the Association to the City, and pay such amounts to the Association.
 - 1. All employee requests to cancel or change membership dues deductions shall be directed to the Association.
 - 2. The City shall rely upon written notification from the Association for any and all employee requests to cancel or change payroll deductions for membership dues.
 - 3. The Association 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 certifying a change in membership dues.
 - 5. The City shall honor any changes to membership dues deduction amounts provided by the Association.
 - 6. The Association 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.
- (b) Hold Harmless Provision

The Association 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 Association.

2.2. New Hire Employee Orientation and Information Requirements

The City shall provide the Association 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 Association at least every one hundred and twenty (120) days for all bargaining unit members.

2.3. Use of City Facilities

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.

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 individual department heads and when made shall continue until revoked by the department heads.

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

Members of the Association are prohibited from using City equipment and/or time for their own personal use.

2.4. Advanced Notification

Except in cases of emergency, reasonable advance written notice shall be given to the Association if related to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to negotiate, if requested, with the designated management representatives prior to adoption. After notice is given, the Association shall have fourteen (14) days to request a meet and confer. If the Association fails to request a meet and confer within this time period, it shall be deemed to have waived its right to meet and confer.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practical date thereafter, the Association shall be provided with the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representatives designated by the City Manager.

2.5. Attendance at Meetings by Employees

Employees who are official representatives or unit representatives of the Association shall be given reasonable time off with pay to attend meetings with City Management representatives, where matters within the scope of representation, or grievances are being considered.

The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Time spent for these purposes while a representative is not scheduled to work shall not be compensated by the City and shall not be considered as hours worked. Such employee representatives shall request an excused absence, prior to the scheduled meeting whenever possible. Except by mutual agreement the number of employees excused for such purposes shall not exceed three (3) employees.

SECTION 3. PROBATION

3.1. Supervisory Level

All original appointments shall be tentative and subject to a probationary period of one (1) year. Promotional appointments shall be subject to a probationary period of six (6) months. The probationary period shall not be extended.

3.2. Mid-Management Level

All Mid-Management Level positions do not have Civil Service status. Employment and separation of employment will be consistent with State Law.

3.3. Retention/Rejection of Probationer

During the probationary period a Supervisory Level employee may be rejected at any time by the appointing authority. Any employee who held a position in the classified service and subsequently appointed to a position in the unclassified service and subsequently removed from such position that employee shall have the right to be employed in a position comparable to their formerly held position in the classified service from which they were promoted unless charges are filed and they are discharged in the manner provided in section 7 of this MOU, the Civil Service Rules and Regulations, the Stockton Municipal Code, and/or any other applicable City policy.

SECTION 4. LAYOFF

4.1. Layoff

Any employee may be laid off by an appointing authority in the event of the abolition of the employee's position by the City Council, or if a shortage of work or funds requires a reduction in personnel. In doing so, the City shall follow the layoff procedure set forth herein below.

4.2. Layoff Scope

- (a) The City shall designate the number of layoffs in each bargaining unit classification for each department of the City.
- (b) Departments of the City are defined as follows:
 - (1) Administrative Services
 - (2) 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

4.3. Notice of Layoff

The City will give advance written notice of at least two (2) weeks to employees who will be laid off.

4.4. Precedence by Employment Status

No bargaining unit employee having regular status shall be laid off while employees working in seasonal, temporary, provisional, or probationary status are retained in the same or comparable classification as such regular status employee.

The order of layoff among bargaining unit employees not having regular status shall be as follows:

- (a) First, seasonal employees;
- (b) Second, provisional employees;
- (c) Third, temporary employees; and
- (d) Fourth, probationary employees.

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

The following provisions shall apply in computing total continuing service:

- (a) (Time spent on military leave shall count as service in the event the leave was taken subsequent to entry into regular status City employment.
- (b) Time worked in seasonal, provisional, temporary, grant or other limited term status shall not count as service.
- (c) Time worked in a regular status or probationary status shall count as service.
- (d) If two (2) or more employees have the same seniority, the order of seniority shall be determined by their respective ranking on the eligibility list for hire.

If two (2) or more employees have the same seniority, but were not hired from a ranked eligibility list, the order of seniority shall be determined by lot.

If two (2) or more employees have the same seniority, but were hired from separate ranked eligibility lists, the order of seniority shall be determined by lot.

- (e) Regular status part-time employees shall not have the right to bump regular status full-time employees.

4.5. Order of Layoff and Employee Options

Reduction in force shall occur in the following order:

- (a) The least senior employee occupying the position(s) being eliminated shall be the first laid off. The incumbent designated for layoff shall have the options noted below:
 - (1) Displacing the least senior employee occupying the same or comparable classification, Citywide.
 - (2) Taking a voluntary demotion within the City to a classification in which the employee had prior regular status, thus displacing the employee working in that classification who has the least seniority.
- (b) Seniority for the purposes of application of the layoff procedure in section 5 is determined by total City employment, excluding employment as a seasonal, provisional, or temporary employee.
- (c) Comparability of employee classifications for the purposes of application of the layoff procedure in section 5 shall be determined by the Director of Human Resources.
- (d) An employee displaced in accordance with section 5 shall be laid off in the same manner as an employee whose position has been abolished.

4.6. Health and Welfare Benefits During Layoff

Regular status employees who are laid off will have an option of maintaining their existing health and welfare benefits for thirty-six (36) months (the thirty-six (36) months runs concurrently with COBRA benefits) from the date of layoff, provided timely payments of the premiums by the employee are made to the City, according to City regulations, and provided the employee otherwise meets the requirements of Federal and State regulations.

4.7. Voluntary Layoff

When a determination has been made that a layoff will occur, regular status full-time employees may elect to be voluntarily laid off regardless of their seniority status. The following provisions apply to an employee who so elects to be laid off:

- (a) For payroll purposes, the employee will be treated as being on approved leave of absence without pay for up to twelve (12) months.

- (b) The employee will have the option to either retain sick leave and/or vacation balances for up to one (1) year in anticipation of reemployment or be paid off for those leaves in accordance with applicable provisions of this MOU.
- (c) The names of employees who elect to be voluntarily laid off will be placed on reemployment lists in accordance with section 6.

SECTION 5. REEMPLOYMENT

- (a) 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 City shall cause the name of such employee to be placed on a reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur. The employee shall not be placed on said list or lists without their request. An employee who waives reemployment three times shall have their name removed from this reemployment list unless mutually agreed to by the City and the employee.
- (b) 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."
- (c) In filling vacancies, eligibles on the reemployment lists take precedence over eligibles on any other list for the same class in the department for which the lists apply.

SECTION 6. DISCIPLINE

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

The appointing authority may discharge, suspend, or demote any Supervisory Level employee provided the Stockton Municipal Code provisions and the rules and regulations of the Civil Service Commission and any applicable provisions of law are followed. The Supervisory Level employee may take one (1) of the following actions:

- (a) File no grievance.
- (b) File a grievance as provided for in section 8.1 within ten (10) business days of written notification of the action.
- (c) File an appeal within ten (10) business days of written notification of the action with the Civil Service Commission as appropriate for Supervisory Level employees.

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

SECTION 7. GRIEVANCE PROCEDURES

7.1. Definition

A grievance is any dispute which involves the interpretation or application of the MOU or appropriate disciplinary action (Supervisory Level employees only) in lieu of a Civil Service Commission appeal.

7.2. Filing Deadline

No grievance involving demotion, suspension, discharge or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the time in which the affected employee received written notification of such action. All other grievances must be filed within thirty (30) calendar days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

7.3. 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 ten (10) 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. If the employee is not satisfied with the response at Step 1, then the employee may appeal the grievance to the Director of Human Resources within ten (10) business days of the receipt of written response at Step 1. Such appeal must state with particularity; 1) the specific policy, rule or provision which is alleged to have been violated; 2) the statement of facts comprising the violation; and 3) the requested remedy. The Association may file and process grievance(s) on behalf of the specifically named employee.

The Director of Human Resources shall have twenty (20) business days in which to review the issues and respond to the appeal. No grievance may be processed under the following two (2) paragraphs, which has not first been filed and reviewed in accordance with this paragraph unless the Director of Human Resources fails to respond within the time limit.

- (c) Step 3 - Voluntary Mediation. The parties may mutually agree to the use of this Step prior to proceeding to Step 4, Arbitration. Either party may with written notice within ten (10) business days of the decision of Step 2, request Step 3. Upon mutual agreement of Step 3, the City will request a representative from the State of California Mediation/Conciliation Service to

review the grievance and make non-binding recommendations to assist the parties in resolving the grievance. The State Mediator will not provide any written documents and is limited to the restriction in Labor Code Section 65 and Attorney General opinions 51/183 and 68/77.

- (d) Step 4 - Arbitration. If the grievant or the Association is dissatisfied with the response at Step 2 or Step 3, if used, or if the Director of Human Resources fails to respond within the time limit in Step 2, the grievance may be moved to Step 4 within twenty (20) business days. The grievance will be referred to an arbitrator mutually selected by the parties, or, if the parties are unable to mutually agree from a list of seven (7) arbitrators provided by the State of California Mediation/Conciliation Service, the arbitrator shall be chosen by the alternative strike method, with first choice being determined by lot. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by 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. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto except as provided otherwise herein.

7.4. 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 MOU or written agreements or addenda supplementary hereto shall not be arbitrated and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section. No arbitrator selected pursuant to this section shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

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

7.5. Other Provisions

If the Director of Human Resources in pursuance of the procedures outlined above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute

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 department at Step 1. Only complaints which allege the employee is not being compensated in accordance with the provisions of this 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 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.

The provisions of this section shall not abridge any right to which an employee may be entitled under the Stockton Municipal Code and/or Civil Service Rules and Regulations, nor shall it be administered in a manner, which would abrogate any power, which may be within the sole province and discretion of the Civil Service Commission. Reference to Civil Service Commission is limited to Supervisory Level employees.

All grievances of employees represented by the Association shall be processed under this section. If the Stockton Municipal Code and/or the Civil Service Rules and Regulations requires that differing options be available to the employee, no action under paragraph (d) of subsection 8.3 above shall be taken unless it is determined that the employee is not availing 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.

SECTION 8. LEAVES

8.1. Vacation - FLSA Exempt Employees

(a) **Vacation Accruals**

Months of Continuous Service	Hours Per Pay Period
Less than eighteen (18)	4.62
Eighteen (18) or more but less than ninety (90)	5.69

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Ninety (90) or more but less than 180	7.23
180 or more but less than 300	8.81
more than 300	Additional .27 hours for each additional year of completed service in excess of 25 years

- (b) Maximum Vacation Accrual. Employees reaching the maximum hours shall stop accruing additional hours until they are below the caps listed here.

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

Under 1.5 years	200 hours
1.5 – 7.5 years	320 hours
7.5 – 15 years	360 hours
15 – 25 years	400 hours
25 years	408 hours
26 years	416 hours
27 years	424 hours
28 years plus	7 hours each additional year

8.2. Vacation - FLSA Non-Exempt Employees

- (a) Vacation Accruals

Months of Continuous Service	Hours Per Pay Period
Less than eighteen (18)	3.08
Eighteen (18) or more but less than ninety (90)	4.15
Ninety (90) or more but less than 180	5.54
180 or more but less than 300	7.27
more than 300	Additional .27 hours for each additional year of completed service in excess of 25 years

- (b) Maximum Vacation Accrual. Employees reaching the maximum hours shall stop accruing additional hours until they are below the caps listed here.

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

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28 years	344 hours
29 years	352 hours

For every year of service beyond twenty-nine (29), the employee is allowed to add an additional seven (7) hours to the maximum accrual cap.

8.3. Vacation Sellback

During the month of December, employees may make an irrevocable election to cash out up to forty (40) hours of vacation leave for the succeeding calendar year. Employees that cash out a portion of their vacation accrual will be paid on the first check in November of the following calendar year. Payments are subject to all applicable payroll taxes and withholding.

8.4. Vacation Cash out Upon Separation

An eligible employee separating from City service for any reason who has unused vacation time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the straight time 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.

8.5. Sick Leave

(a) Accrual. All regular status employees, except provisional, temporary and extra-help employees, each shall accrue sick leave at the rate of eight (8) hours for full month of service. All regular status employees, except provisional, temporary and extra-help employees, working less than a full month shall 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 hours, 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) Family Sick Leave. In accordance with California Labor Code section 233 ("Kin Care"), employees may utilize up to one-half (1/2) of their annual sick leave accrual in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care that otherwise

would not be covered by the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA) leaves. Such sick leave shall be limited, by the department head, to the time reasonably required to make other arrangements for such care.

For the purpose of this section, such sick leave shall be restricted to the employee's parents, spouse, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, legal dependent, registered domestic partner, 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. The employee's "child" includes a biological, foster, or adopted child, a stepchild, a legal ward, a child of the employee's registered domestic partner, or a child to whom the employee stands in loco parentis.

- (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 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, the exact reason, and such other information as is necessary for their request to be evaluated. If an employee does not return to work prior to the preparation of payroll, other arrangements may be made with the approval of the department head.

- (e) Doctor's Certificate or Other Proof. If an employee's illness results in an absence from work for more than three (3) consecutive days, then a doctor's certificate or other reasonable proof of illness may be required by the department head. The City may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

The department head may make such sick leave usage reviews and may require such physician's documentation, as they deem necessary to ensure proper use of the sick leave benefit.

- (f) Use of Sick Leave While on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

- 1) Was hospitalized during the period for which sick leave is claimed, or
- 2) Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

8.6. Bereavement Leave

In the event of a death of an immediate family member of an employee, the employee will be granted up to five (5) days bereavement leave. The City provides paid bereavement leave for the first three (3) days. The employee may use any other paid leave for the remaining two (2) days of bereavement leave. Immediate family is restricted to the employee's parents, current stepparents, spouse, parent-in-law, child (as defined by CFRA), brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and registered domestic partner.

In the event of the death of a person that is not an immediate family member, the employee's department head may grant up to three (3) days of unpaid bereavement leave, the employee must use accumulated sick leave or vacation leave.

8.7. Jury Duty Leave

When an employee is summoned to jury duty they will promptly inform their supervisor and, if required to serve, may be absent from work without loss of wages or use of accrued leave while rendering such service (including travel time). Upon being excused from the court each day, the employee must return to work if they have more than four (4) hours remaining before the end of their workday.

8.8. Court Leave

Time spent by an employee traveling to/from and attending or appearing in any court or tribunal for any civil or criminal matter where the employee's attendance results from performance of their official duties as a City employee is considered time worked.

8.9. Leaves Reopener

The City of Stockton and B&C will continue to meet and confer over a citywide legally protected leaves policy.

8.10. Workers' Compensation Leave

- (a) Workers' Compensation Benefits shall be provided in accordance with State law and schedules whenever an employee is absence from duty because

of disability caused by illness or injury arising out of and in the course of employment which has been declared to be compensable under the Workers' Compensation Law. An employee on Workers' Compensation may use accrued leave, if needed, to supplement benefits, up to the amount required to receive a full paycheck.

- (b) Forms and Procedures. Workers' Compensation processing shall be consistent with City procedures and in accordance with state Workers' Compensation regulations. Any 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 who is required to seek medical care shall use 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.

8.11. Leave of Absence

Employees shall not be entitled to leave of absence as a matter of right, but only in accordance with the provisions of law and the City of Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification, as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the department head under this section shall be subject to review by the Director of Human Resources, whose ruling shall be final.

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

The entitlement to City payment of premium shall end on the last day of the month in which the employee was paid except that employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plan by prepayment of the 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 disease 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 adjustment.

8.12. Leave of Absence Without Pay

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

An appointing authority may grant leave of absence without pay for personal reasons up to a maximum of twelve (12) months with approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury, which are not job incurred, may be granted for a maximum period of twelve (12) months with approval of the Director of Human Resources. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

Such a leave will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.

- (b) Application for and Approval of Leave of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to their department head and the Director of Human Resources 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 cancelled by the department at any time.

8.13. Absence Without Official Leave (AWOL)

- (a) Failure to Report to Duty or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or cancelled, or at the expiration of a leave, shall be considered an absence without official leave and shall be subject to discipline.
- (b) Voluntary Resignation. Any employee in this bargaining unit absent without official leave for two (2) or more consecutive scheduled days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation as approved by the Director of Human Resources shall be deemed to have voluntarily resigned from the City of Stockton, except if the absence is due to a verified illness or injury.

8.14. Paternal/Adoption/Maternity/Pregnancy Leave

Family medical leave shall be in accordance with the Family Medical Leave Act (FMLA) of 1993, the California Family Rights Act (CFRA), or Pregnancy Disability Leave (PDL) and/or other applicable state and federal laws. Consistent with City

policy and State and Federal law, employees may be required to utilize accrued sick and/or vacation leave during unpaid leaves in certain circumstances.

SECTION 9. DAYS AND HOURS OF WORK

9.1. Workweek

- (a) The workweek and hours of work are determined solely by the City. The normal workweek for employees in this unit shall consist of five (5) consecutive eight (8) hour days or a minimum total of forty (40) hours. Where needs of a department require deviations (as determined by the Department Head) from the present schedule, the Department Head may institute alternate work schedules.
- (b) The department will (except in emergency situations) provide a ten (10) working day notice (prior to implementation) of any workweek and/or hours changes.

9.2. Meal Periods

Non-exempt employees shall receive a one (1) hour or a thirty (30) minute meal period without pay each day and a fifteen (15) minute paid rest period during the first half of the workday and a second fifteen (15) minute paid rest period during the second half of the workday. Except for Police Telecommunications and Fire Telecommunications Supervisors, bargaining unit non-exempt employees shall be completely relieved of duty during unpaid meal periods. Non-exempt employees who exceed the time limits prescribed above for lunch and/or rest periods shall have their pay reduced accordingly.

SECTION 10. OVERTIME

10.1. Eligibility

- (a) Mid-Management Level employees do not receive overtime. Mid-Management Level employees in this unit are salaried employees who work whatever time necessary to accomplish duties of their assigned position.
- (b) Supervisory Level employees will receive overtime at the appropriate rate when authorized in writing by the Department Head prior to the overtime worked. The following provisions pertaining to authorized or statutorily required overtime work shall apply to non-FLSA exempt employees.
 - (1) Unless otherwise provided below, statutory overtime shall be paid on time worked in excess of forty (40) hours in any FLSA work period. Overtime is paid at one and one-half (1-½) times the employee's regular rate of pay. . Observed holidays, floating holidays, jury duty

leave, bereavement leave, and sick leave are considered as time worked for overtime calculation purposes.

- (c) Fire Telecommunication Supervisors who have traded shifts are not eligible to work overtime for hours that would have been their normal hours of work.
- (d) Temporary Upgrade Pay. Employees who are not FLSA exempt and are assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work.

10.2. Compensatory Time Off (CTO)

- (a) Definition. As used in this section, the term Compensatory Time Off (CTO) refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to or excess of their normal work schedule.
- (b) CTO in Lieu of Overtime Compensation. Except for Fire Telecommunications Supervisors, employees may voluntarily elect to receive overtime compensation in the form of CTO at the rate one and one-half (1-½) hours of CTO for each hour of overtime worked in excess of fifty six (56) in a seven (7) day work period, for which the employee is eligible for overtime.
- (c) Use. Use of CTO will be scheduled with due consideration for the wishes of the employee and to not interfere with the normal operation of City business. Approval of requests for use of CTO is at the sole discretion of the department head, but once approved, cannot be changed unless an emergency situation arises.
- (d) Maximum Accrual. No more than one-hundred (100) hours of CTO may be carried on the books at any time. Once one hundred (100) hours of CTO 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 to the employee. At the end of each calendar year, all CTO will be carried forward (forty (40) hours maximum). Any CTO balance in excess of forty (40) hours remaining at the end of the calendar year will automatically be paid to the employee.

SECTION 11. HOLIDAYS

11.1. Holidays Observed by the City:

- (a) Employees will receive the following holiday on full pay for each of the below listed holidays. Unless otherwise provided in this section, the City observes the following holidays on the dates indicated:

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Observed

Holiday

(1) January 1	New Year's Day
(2) Third Monday in January	Martin Luther King Jr's., Birthday
(3) Second Monday in February	Lincoln's Birthday
(4) Third Monday in February	Washington's Birthday
(5) Last Monday in May	Memorial Day
(6) July 4	Independence Day
(7) First Monday in September	Labor Day
(8) Second Monday in October	Indigenous Peoples Day
(9) November 11	Veteran's Day
(10) Fourth Thursday in November	Thanksgiving
(11) The Friday after Thanksgiving	
(12) December 25	Christmas Day

11.2. Floating Holidays

For positions that observe holidays, employees accrue floating holidays hours equivalent of two (2) workdays annually on the first full pay period to a maximum of two (2) workdays. Floating holidays must be utilized in full day increments. Upon separation unused floating holiday hours will be paid out at the employees current straight-time rate of pay.

In 2026, employees who have not already used their birthday holiday leave will accrue one (1) workday of floating holiday hours upon the effective date of this MOU.

11.3. Holiday in Lieu

Police Telecommunications Supervisors and Fire Telecommunications Supervisors are in positions that are scheduled to work without regard for the holidays listed above. These employees receive holiday-in-lieu in the amount of five and a half percent (5.5%) of their base hourly rate of pay in lieu of receiving any other form of holiday compensation.

11.4. For employees on a Monday through Friday workweek, if holidays fall on a Sunday, the following Monday will be observed. If holidays fall on Saturday, the preceding Friday will be observed.

11.5 To receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.

11.6 An employee who takes a holiday off on a normally scheduled workday will receive a regular workday worth of holiday pay at their straight time rate of pay, and the holiday hours count as time worked for FLSA overtime calculation purposes. A holiday that falls on an employee's normally scheduled day off will receive a regular

workday worth of holiday pay at their straight time rate of pay, however the holiday hours will not be counted as time worked. If an employee works on a holiday, the employee will receive a regular workday worth of holiday pay at their straight time rate of pay, actual hours worked will be paid at the time and one half (1-½) and holiday hours will not be counted as time worked. If an employee works only partial hours on a holiday, partial holiday hours will be counted as time worked for FLSA overtime calculation purposes (up to the employee's normal workday).

SECTION 12. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

12.1. CalPERS Retirement

Tier 1 – For Employees Hired before December 29, 2012

Employees hired before December 29, 2012, receive the 2% at 55 CalPERS formula with the one (1) year final average compensation period. These employees pay the required seven percent (7.0%) member contribution, on a pre-tax basis.

These employees receive the following optional CalPERS retirement benefits:

- Section 21024 Military Service Credit as Public Service
- Section 21027 Military Service Credit for Retired Persons
- Section 20965 Credit for Unused Sick Leave
- Section 21574 Fourth Level of 1959 Survivor Benefits
- Section 21335 5% Annual Cost of Living Allowance Increase

Tier 2 – For Employees Hired after December 28, 2012

Employees hired after December 28, 2012, who are not classified as a new member receive the 2% at 60 CalPERS formula with the three (3) year final average compensation period. These employees pay the required seven percent (7.0%) member contribution, on a pre-tax basis.

These employees receive the following optional CalPERS retirement benefits:

- Section 21574 Fourth Level of 1959 Survivor Benefits
- 2% Annual Cost of Living Allowance Increase

Tier 3 PEPPRA – For Employees Hired after December 31, 2012

Employees hired after December 31, 2012, who are not classified as a "Classic" member receive the 2% at 62 CalPERS formula with the three (3) year final average compensation period. These employees pay one-half of the total normal cost as determined annually by CalPERS on a pre-tax basis.

These employees receive the following optional CalPERS retirement benefits:

- Section 21574 Fourth Level of 1959 Survivor Benefits
- 2% Annual Cost of Living Allowance Increase

12.2. Uniform Allowance

- (a) Employees are required to wear uniforms and receive a uniform allowance of thirty-nine dollars and forty-two cents (\$39.42) per pay period.

- (1) Fire Telecommunications Supervisor;
- (2) Police Telecommunications Supervisor;
- (3) Supervising Police Records Assistant;
- (4) Supervising Fire Prevention Inspector;
- (5) Animal Services Supervisor;
- (6) Supervising Evidence Technician;
- (7) Property Room Supervisor; and
- (8) Senior Community Service Officer.

- (b) Safety Protective Footwear Reimbursement. Employees required to wear safety protective footwear in accordance with City Manager's Administrative Directive HR-34, and approved for safety protective footwear reimbursement, the City will authorize safety protective footwear reimbursement in the amount of three hundred dollars (\$300.00) as needed and approved by the employee's supervisor and department head. The list of classifications and or positions that are required to wear protective footwear is included in the Administrative Procedure and may be amended from time to time to reflect changes in the classifications required to purchase footwear.

12.3. Deferred Compensation

The City will provide at no cost to the employee, deferred compensation as a supplement to voluntary deferred compensation plans, if any, for which the individual employee may be eligible.

12.4. Mileage Reimbursement for Private Vehicle Use

Mid-Management/Supervisory Level employees who use their own vehicle on City business on a consistent and repetitive basis will be compensated at the current Internal Revenue Service (IRS) rate and in accordance with the City Manager's Administrative Directive.

12.5. Longevity Pay

Employees hired before July 1, 2012, who by July 1, 2012, attained twelve (12) years of continuous employment with the City receive Longevity Pay in the amount of one point five percent (1.5%) of their base rate of pay.

12.6. Call Back Pay

- (a) Overtime eligible employees who are called back to physically return to work will be compensated for a minimum of three (3) hours of pay.
- (b) To be eligible for call back pay, both of the following conditions must be met:
1) the call back must occur outside of the employee's regular work hours including scheduled overtime, and 2) the call back time worked must not be contiguous to the employee's regular work hours including scheduled overtime.

12.7. Standby Pay

Supervisors only who are directed to remain on standby duty during their regular days off shall be paid \$3.00 per hour while assigned to be on standby. Each employee assigned to "standby" is required to carry a mobile phone or other agreed upon communication device while on standby. Employees on Standby shall respond to calls received as soon as they receive them but in no case longer than thirty (30) minutes and report to the work site within forty-five (45) minutes. Employees on Standby shall ensure that they are available and able to return to work to perform their assigned duties. An employee will 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 "worked" for purposes of calculating overtime.

12.8. Bilingual Pay

Classifications determined by the department head requiring bilingual translation skills will receive bilingual pay in the amount of seventy-three dollars and eighty-five cents (\$73.85) per pay period for verbal translation skills, or one hundred and one dollars and fifty-four cents (\$101.54) per pay period for verbal and written translation skills. Employees must be certified by the Human Resources Department to qualify for bilingual pay.

12.9. CalPERS Reportability

The City makes no representation as to whether any of the compensation or payments in this MOU 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 MOU is outside of the City's control.

12.10. “Y” Rate

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

SECTION 13. INSURANCE PLANS

13.1. Reopener Clause for Health Insurance

If the City’s general fund revenue forecast exceeds three hundred and eighty million dollars for fiscal year 2028/29 and if medical, dental, and vision insurance premiums for employee-only, employee plus one (1) dependent, or employee plus family increase by more than four percent (4%) in plan year 2029, the City will meet and confer at B&C’s request regarding premium contributions for plan year 2029.

13.2. Health and Welfare 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 of 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) The City shall contribute the following:
 - Up to \$ 936.10 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
 - Up to \$1,698.55 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

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- Up to \$2,263.20 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.
- (2) Effective January 1, 2027, the City contributes the following:
- Up to \$973.54 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
 - Up to \$1,766.49 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
 - Up to \$2,353.73 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision.
- (3) Effective January 1, 2028, the City contributes the following:
- Up to \$993.01 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
 - Up to \$1,801.82 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
 - Up to \$2,400.80 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.
- (4) Effective January 1, 2029, the City contributes the following:
- Up to \$1,012.88 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
 - Up to \$1,837.86 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
 - Up to \$2,448.82 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//dental/vision to be pre-tax premium conversion.

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

13.3. Group Life Insurance Coverage

The City provides employees with a group term life insurance policy in the amount of fifty thousand dollars (\$50,000). In addition, employees can purchase additional voluntary life through their union or through the City's IRS 125 plan vendor.

13.4. Long Term Disability Insurance Coverage

Mid-Management/Supervisory Level employees will receive long term disability insurance coverage. Plan benefits shall be as described in the Plan document, but shall include:

- (a) Each disability – approximately sixty-six and two-thirds (66⅔) of salary up to the maximum salary replacement amount as specified in the City's long term disability plan.
- (b) Disability income payments will commence after a ninety (90) day waiting period and exhaustion of sick leave accruals.
- (c) Benefit payable until age sixty-five (65).
- (d) The City shall continue its normal contribution for employee medical premiums during the ninety (90) days waiting period.

13.5. State Disability Insurance

Employees receive State Disability Insurance (SDI) coverage at their own expense. SDI will be coordinated with other benefits.

SECTION 14. SALARY PLAN

For a current Salary Schedule, please check the Human Resources website at www.stocktongov.com.

14.1. Salary Adjustments

- (a) Effective July 12, 2026, will receive a two percent (2.0%) Cost of Living Adjustment (COLA) to base pay.

- (b) Effective July 1, 2027, all classifications will receive a two percent (2.0%) COLA to base pay.
- (c) Effective July 1, 2028, all classifications will receive a two percent (2.0%) COLA to base pay.

14.2. Market Adjustments

Effective July 12, 2026, all classifications will receive a one and a half percent (1.5%) market adjustment.

Effective July 12, 2026, all Fire Telecommunications Supervisors will receive a market adjustment in the amount of four point two-five percent (4.25%) to base pay.

14.3. Salary Step after Military Leave

All employees who have been granted 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.

14.4. Salary Step when Salary Range is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the Director of Human Resources.

14.5. Salary Step after Promotion or Demotion

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the range of the higher rank which is at least five percent (5%) above the employee's current base salary, except that the next step shall not exceed the maximum salary of the higher rank. Add pays are not included in the calculation of base salary for purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit's salary on promotion rules apply. When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which demoted.

14.6. Acting Pay

An employee who is assigned in writing to work in a higher paid classification and who performs a majority of the duties of that higher position after five (5) days, shall receive the rate of pay in a step of the higher classification which would have been received if the employee had been promoted into that classification.

The increased rate of pay will commence with the first day of the assignment; however, to qualify the employee must meet the above conditions before being eligible for Acting Pay.

14.7. Temporary Upgrade Pay

Employees who are assigned to temporarily perform the duties of other employees of a higher-level classification shall receive the hourly or daily rate of the higher classification to which they are temporarily upgraded. To be eligible for temporary upgrade pay, the employee must perform the full scope of duties of the higher classification and must not perform any of the duties of their own job classification while working in the higher-level classification.

14.8. Pay Equity Adjustments

The City recognizes that there may be a need for special salary adjustments for selected classifications as a result of recruitment problems, reclassifications, and/or organizational changes. The City, in its sole discretion, may make such adjustments, but agrees to discuss them with the Association.

14.9. Special Assignment Pay

The department head and with the concurrence of the Director of Human Resources may approve additional compensation in an amount of five percent (5.0%) of their base rate of pay when an employee is assigned to perform additional duties and responsibilities for the duration of the special assignment.

14.10. Salary Step Increase

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

14.11. Salary Step Plan

The Salary Schedule consists of nine (9) steps, with five percent (5.0%) between steps one (1) through six (6), and two and a half percent (2.5%) between steps seven (7) through nine (9).

- (a) The second step will be paid upon the satisfactory completion of the probationary period.
- (b) The third step will be paid upon the satisfactory completion of one (1) year of service at the second step.
- (c) The fourth step will be paid upon the satisfactory completion of one (1) year of service at the third step.
- (d) The fifth step will be paid upon the satisfactory completion of one (1) year of service at the fourth step.
- (e) The sixth step will be paid upon the satisfactory completion of one (1) year of service at the fifth step.
- (f) The seventh step will be paid upon the satisfactory completion of one (1) year of service at the sixth step.
- (g) The eighth step will be paid upon the satisfactory completion of one (1) year of service at the seventh step.
- (h) The ninth step will be paid upon the satisfactory completion of one (1) year of service at the eighth step.

14.12. Base Rate of Pay

The employees' Base Rate of Pay is their step as listed on the salary scheduled for their classification.

14.13 Straight Time Rate of Pay

The employees Straight Time Rate of Pay includes the employee's base rate of pay plus all percentage' based add pays.

14.14 Regular Rate of Pay

The employees' Regular Rate of Pay as defined by the Fair Labor Standards Act (FLSA).

SECTION 15. MAINTENANCE OF OPERATIONS/CITY RIGHTS

- (a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. The Association and each employee represented thereby agrees during the term of this MOU, the Association or any person acting in its behalf, or each employee in a classification represented by the Association will not cause, authorize, engage in, encourage, or sanction a strike, unfair labor practice strike, or sympathy strike, work stoppage, slowdown, 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) The Association recognizes the duty and obligation of its representatives and members to comply with the provisions 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.

SECTION 16. SEVERABILITY OF PROVISIONS

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

SECTION 17. PAST PRACTICES AND EXISTING MEMORANDUM 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.

This MOU supersedes all existing Memoranda of Understanding and side letters between the City and B&C.

SECTION 18. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this MOU 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, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein will prohibit the parties from changing the terms of this MOU by mutual agreement.

SECTION 19. DURATION OF AGREEMENT

All provisions of this MOU are effective the date of execution unless otherwise indicated, and will remain in full force and effect to and including June 30, 2029.

MID-MANAGEMENT/SUPERVISORY LEVEL (B&C) MOU EXHIBIT 1
Term: July 12, 2026 – June 30, 2029

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 parties hereto have executed this Memorandum of Understanding this _____ day of _____.

**MID-MANAGEMENT/SUPERVISORY LEVEL CITY OF STOCKTON
UNIT**

APPROVED AS TO FORM:

By: _____
Almarosa Vargas
President

By: _____
Johnny Ford
City Manager

Approved as to form:
Goyette & Associates, Inc.

By: _____
Marie Guillory-Jones
Interim Director of Human Resources

By: _____
Tony Silva
Labor Representative for Association

By: _____
Michael Jarvis
Negotiator for the City

Approved as to form:

By: _____
Marci Arredondo
City Attorney