

MEMORANDUM OF UNDERSTANDING

**CITY OF STOCKTON
STOCKTON POLICE OFFICERS'
ASSOCIATION**

**TERM OF AGREEMENT
JULY 1, 2005 through JUNE 30, 2010**

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MEMORANDUM OF UNDERSTANDING (POLICE UNIT)

PREAMBLE

The Stockton Police Officers' Association 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 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 employees in the Police Unit.

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

This Memorandum of Understanding shall be presented to the Stockton City Council as the recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2005 through June 30, 2010.

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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 SECURITY

2.1 Dues Deduction

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

Payroll deductions shall be for a specified amount and consistent for all employee members of the Association, and shall not include fines, fees and/or assessments.

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

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

In addition to the deduction of dues, the City will deduct from the paychecks of Association members who request it, deductions authorized and sponsored by the Association. Such deductions shall be made from either or both of the semi-monthly paychecks and only upon signed authorization from the employee upon a form satisfactory to the City. Such authorizations may be made or changed no more frequently than twice yearly. Such deductions shall be payable to the Association who is responsible for distribution to sponsored programs. The employee's earnings must be sufficient after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during the period.

In the case of an employee who is in a non-pay status during a part of the period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the employee organization deduction.

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

2.2 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 his 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 individual department heads and when made shall continue until revoked by the department head.
- (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.

2.3 Attendance at Meetings by Employees/Release Time Bank/Association Release Time

- (a) Attendance at Meetings by Employees. City 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, or be present at City hearings 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. Such employee representatives shall submit a request for excused absence to their department head, in a manner satisfactory prior to the scheduled meeting whenever possible. The number of employees excused for such purposes shall not exceed five (5).
- (b) Release Time Bank. For release time not covered under Section 2.3 (a), employees may voluntarily donate any or all of their compensatory time

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balance to an hours-bank reserved for use by Association elected officers, board members, and/or designated Association members for release time. Release time must be approved, in advance, by the employee's supervisor, but charged to the hour's bank than the employee's leave balance.

- (c) Indemnity. The Association shall indemnify, defend, and hold the City harmless against any claim made and against any suit initiated against the City on account of the release time bank.
- (d) Association Release Time. The City shall allocate to the Association a minimum of four hundred (400) hours each year for the purpose of disbursing release time to official representatives or unit representatives of the Association to attend Association business not normally covered under this section, such as seminars, conferences, and training. The Association shall manage and monitor the distribution of Association Release Time, which is not to exceed a total of four hundred (400) hours each year.

The Association shall notify the City, in writing, the specific purpose of Association Release Time for official representatives or unit representatives and the hours of annual leave expended. The release time must be approved in advance.

The Association shall submit a cashier check to the City in the amount equal to the Association representative's hourly rate of pay, multiplied by the annual leave hours expended for Association business. The City, upon receipt of cashier check, shall reimburse the Association representative's annual leave balance expended for Association business in the form of hours.

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SECTION 3. COMPLIANCE WITH FEDERAL LAWS

- 3.1** The City and the Association agree that there shall be no discrimination of any kind because of race, creed, color, religion, national origin, sex, political affiliation or legitimate Association activity against any employee or applicant for employment, and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age.
- 3.2** The Association shall cooperate with the City in the objectives of Affirmative Action as required by law.
- 3.3** Fair Labor Standards Act. The Association shall cooperate with the City in the objectives of the Fair Labor Standards Act.

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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 his 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 tentative and 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 he was promoted unless charges are filed and he is 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 his 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 his 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) Fire
- (8) Housing and Redevelopment
- (9) Human Resources
- (10) Library Services
- (11) Municipal Utilities
- (12) Parks and Recreation
- (13) Police
- (14) Public Works

5.3 Notice of Layoff

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

5.4 Precedence by Employment Status

No permanent employee shall be laid off while employees working in an extra help, seasonal, temporary, provisional, or probationary status are retained in the same classification as such permanent employee. The order of layoff among employees not having permanent status shall be according to the following categories:

- | | |
|---------------------------|-----------------|
| a. Extra help or seasonal | c. Temporary |
| b. Provisional | d. Probationary |

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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 permanent or probationary status shall count as service.

If two (2) or more employees have the same seniority, the most recent performance evaluation shall determine seniority.

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 permanent status, thus displacing the employee working in that classification who has the least seniority in that classification. The voluntary 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 his duties in a satisfactory manner, as shown by the records of the department in which he has been employed, is laid off because of lack of funds or abolition of his position or has been on authorized leave of absence and is ready to report for duty when a position is open, the Commission shall cause the name of such employee to be placed on reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur.

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

A permanent employee who has resigned in good standing may, with the recommendation of the chief of his department, the City Manager, and the consent of the Civil Service Commission, be restored to a reemployment list of the same class as his/her previous position within a period of one (1) year from the effective date of his 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 Section 8 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 his/her official personnel records.

For purposes of this subsection "business day" 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 his/her 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 who believes that he has a grievance may discuss his complaint with such management official in the department in which he works 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 his grievance directly to the Association recognized as the representative of his 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 fourteen (14) 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 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

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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) business days shall result in the grievance automatically proceeding to step four (4) of the grievance procedure.

- (d) Step 4 - Adjustment Board. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of three (3) Association representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Association and three (3) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process.
- (e) Step 5 - Arbitration. If an Adjustment Board is unable to arrive at a majority decision, 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 the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.
- (f) Effect of Decision. The decision of Adjustment Boards and 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 Adjustment Board and 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 paragraph 8.1.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no

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proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator selected pursuant to this Section shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board or 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 his judgment for the judgment of management and if he finds that the City had such right, he 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 shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

The provisions of this Section shall not abridge any rights to which an employee may be entitled under the City Charter, nor shall it be administered in a manner 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 in representation units represented by the Association shall be processed under this Section. If the City Charter requires that a differing option be available to the employee, no action under paragraph (d) or (e) of subsection 8.3 above shall be taken unless it is determined that the employee is not availing himself of such option.

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No action under paragraph (d) or (e) 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 Adjustment Board or 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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SECTION 9. LEAVES

9.1 Sick Leave

- (a) Accrual. All regular employees, except provisional, temporary, and part-time employees, shall accrue sick leave at the rate of ten (10) hours for each full month of service. All regular employees, except provisional, temporary and part-time employees, working less than a full month shall accrue sick leave on a prorated basis. Unused sick leave shall accumulate from year to year. Employees shall continue to accrue sick leave while off duty on authorized sick leave; provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.
- (b) Usage. Employees are entitled to sick leave pay for those days, 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 him from performing his duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

- (c) Usage for Family. Employees may utilize one (1) day of sick leave per month in the case of illness or injury in the employee's immediate family. In addition, employees may utilize up to three (3) consecutive sick leave days once each calendar year for the aforesaid purpose.

For the purposes of this section immediate family is defined as the employee's parents, spouse, child, step child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandchild.

- (d) Procedures for Requesting and Approving Sick Leave. When the requirement for sick leave is known to the employee in advance of his 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 his supervisor as promptly as possible of his absence.

Before an employee may be paid for the use of accrued sick leave, he shall complete and submit to his 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 his 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.

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- (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 will be required by the department head.

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

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

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 employees in the service of the City shall be allowed leave of absence without pay for the duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California. Said employees shall be reinstated in the 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.

In the case of a probationary employee having served his 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

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list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit as above specified and shall serve the balance of their probationary period before attaining the status of a regular employee.

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

9.3 Court Appearance

Upon approval by the department head, an employee, other than a provisional or temporary employee, shall be permitted authorized absence from duty for appearance in court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

- (a) Said absence from duty will be with full pay for each day the employee serves on the jury or testifies as a witness in a criminal case, other than a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the 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 "whole days" (8 hours) or "half days" (4 hours) of service. If an employee is not due to appear for jury duty or as a witness until afternoon court session, he will be expected to work his usual morning schedule. If an employee is required to appear for morning court session and is sent home before noon and not required to return in the afternoon, he will be expected to work his usual afternoon schedule.
- (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 Treasurer through the employee's department head.

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

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9.4 Bereavement Leave

In the event of a death in the immediate family of an employee, he shall, upon request be granted up to three (3) days bereavement leave with pay without charge to his accumulated sick leave credits or vacation eligibility. The City Manager may grant an additional two (2) days bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits in cases where extensive travel is required to attend the funeral.

For the purposes of this Section, the immediate family shall be restricted to the employee's parents, spouse, child, step child, 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 credits.

9.5 Workers Compensation Leave

(Consistent with California State Labor Code.)

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 Section 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 that 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.

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Authorized absence without pay which exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee is required to be absent from his position by reason of an injury or disease for which he is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.7 Leave of Absence Without Pay

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

An appointing authority may grant a 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 credits have 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 his department head and the City Manager describing the reasons for the request and all other information required for the department head, or his 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 days or absent an aggregate of either sixteen (16) hours or twenty (20) hours in any calendar month without a

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satisfactory explanation 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 employees, excluding provisional, temporary and part-time employees shall accrue vacation leave with pay in accordance with the following schedule (employees shall accrue vacation on a monthly basis):

Less than 1-1/2 years continuous employment	80 hours/year
After 1-1/2 years up to 7 1/2 years.....	120 hours/year
After 7-1/2 years up to 15 years.....	160 hours/year
After 15 years up to 25 years.....	200 hours/year

Eight (8) additional hours hence for each completed year of service in excess of twenty-five (25) years.

- (b) Vacation Accumulation. An employee may be allowed to accumulate up to one hundred twenty (120) hours of vacation accrual in addition to the employee's regular vacation allowance for that calendar year. Whenever an employee's accumulation of vacation hours exceed the maximum vacation carryover provision, the equivalent number of hours that exceed the maximum vacation carryover hours shall be automatically credited to the employee's sick leave accumulation balance at the end of the calendar year. However, an employee may accrue unlimited vacation time in excess of the maximum allowance when such vacation accrues because of remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.
- (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) When an employee is separated from the service, his remaining vacation allowance, if any, shall be added to his final compensation.
 - (2) An employee who has resigned in good standing and is subsequently reinstated within one (1) year from the date of his resignation shall have his prior service counted in determining eligibility for vacation benefits, deducting therefrom the amount of time between the date of

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resignation and the date of reinstatement which shall not be counted in determining eligibility.

- (e) Vacation Cash Payment Option. An employee may elect to receive cash payment for up to a maximum of forty (40) hours of his/her accumulated vacation balance after the use of a scheduled vacation of forty (40) consecutive hours or more. This option may be exercised once per calendar year.

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SECTION 10. DAYS AND HOURS OF WORK

10.1 Regular Workweek

The normal workweek for Police Unit employees shall consist of five (5) eight (8) hour days or a minimum total of forty (40) hours. 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.

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SECTION 11. OVERTIME

11.1 Authorization

All compensable overtime must be authorized by the department head or his designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions a confirming authorization must be made on the next regular work day following the date which the overtime was worked.

11.2 Compensation

The following provisions pertaining to authorized overtime work shall apply to those employees whose normal work period is eight (8) hours per day and forty (40) hours per week:

- (a) Time worked in excess of forty (40) hours in any workweek shall be paid for at time and one-half (1-1/2) including employees employed on a per hour or per day basis or except as provided elsewhere herein.
- (b) On a holiday observed by the City an employee shall be paid for a regular day plus time and one-half (1-1/2) for actual time worked.

11.3 Court Appearance Pay While in Off Duty Status

An employee required by proper authority to appear in court during off-duty hours shall receive a minimum compensation of three (3) hours at time and one-half (1-1/2) or actual time worked at time and one-half (1-1/2), whichever is greater.

In the event such employee is required by proper authority to return to court during off-duty hours on the same day, such employee shall be compensated for a minimum of three (3) hours at time and one-half (1-1/2) or actual time worked at time and one-half (1-1/2), whichever is greater.

If court appearance is made in the morning and afternoon session on the same day, such employee shall be compensated for a minimum of, in addition to the above, one (1) hour at time and one-half (1-1/2).

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 (1-1/2) or actual time worked at time and one-half (1-1/2), whichever is greater.

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11.5 Compensation For Hirebacks

Police Department employees who voluntarily fill a vacant position or a specially funded position, such as D.U.I., shall be paid at the rate of time and one-half (1-1/2) for all hours worked. Compensation for overtime worked under this Section shall be in cash and is specifically excluded from coverage under Section 11.6.

11.6 Compensatory Time

- (a) Definition - As used in this Section, 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 (1-1/2).

No more than eighty (80) hours (fifty-six and one-third hours [56-1/3]) worked at time and one-half (1-1/2) may be carried on the books at any time. When the time card is filled out, employees may elect to accrue Compensatory Time or be paid cash.

- (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.

11.7 Standby Compensation

Employees who are placed on standby on Saturday or Sunday or their normal day off shall be paid at the rate of one-third (1/3) day's pay at regular time for each twenty-four (24) hours and time and one-half (1-1/2) for actual time worked during such assignment.

Employees who are placed on standby on holidays observed by the City shall be paid at the rate of one-half (1/2) day's pay at regular time for each twenty-four (24)

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hours, plus time and one-half (1-1/2) for actual time worked, and double time and one-half (2-1/2) for actual time worked in excess of eight (8) hours.

Employees who are placed on standby after their normal tour of a regular work day shall receive one (1) hour's pay and time and one-half (1-1/2) for actual time worked during such assignments.

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 within forty-five (45) minute response time availability to the Police Department.

11.8 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 a.m. and, if required to remain on standby, one (1) additional hour at the regular rate of pay for the p.m.

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SECTION 12. HOLIDAYS

12.1 Holiday Compensation

- (a) All regular and probationary Police Unit employees shall receive, in addition to their normal compensation, one day's pay for each of the holidays listed except for the employee's birthday.
- (b) Police Unit employees required to work a holiday shall be compensated an additional day's pay at one and one-half (1-1/2) times the straight time rate. This compensation can be in the form of direct payment or compensatory time. Compensatory time overtime hours shall be limited to a maximum accumulation of eighty (80) hours at any point. Police Unit employees requesting payment for compensatory time shall, prior to July 1, each year, declare on a form provided by the City their intention to receive equivalent compensatory time for holidays which they may have to work.

12.2 Holidays Observed by the City

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

In addition, a day appointed by the President or Governor as a public holiday shall be observed by the City.

The department head with due consideration for the wishes of the employee and the needs of the department may authorize the birthday to be taken within fifteen (15) calendar days of the employee's actual birth date.

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

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SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Retirement Contribution Supplement

- (a) The City contributes nine percent (9%) of the employee's current base salary and other compensation as qualified by State law toward P.E.R.S. (effective October 1, 1984). Such amounts will be applied to the employee's individual account in accordance with Government Code Section 20615.
- (b) The City will make application to P.E.R.S. to provide California Government Code section 20692 (Employer Paid Member Contributions Converted to Payrate during the Final Compensation Period) as an additional P.E.R.S. benefit, to be effective upon adoption by the Stockton City Council and the P.E.R.S. Administration Board. The Internal Revenue Service (IRS) Code 414H(2), whereby employee contributions shall be tax deferred (not subject to taxation until time of constructive receipt) will be concurrently implemented with P.E.R.S. California Government Code section 20692.

At the beginning of employee's last year of employment, such employee shall pay their employees' nine percent (9%) retirement contribution through an automatic payroll deduction. The City shall increase the employee's base salary by the same nine percent (9%) for the last twelve (12) months of employment.

- (c) 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 City will contribute seven percent (7%) of the employee's current base salary and other compensation as qualified by State law toward the P.E.R.S. Local Miscellaneous Members Plan. Such amounts will be applied to the employee's individual account in accordance with Government Code section 20615.

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

13.2 Military Service Credit

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

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13.3 P.E.R.S. Credit for Professional Growth (Earned Time)

- (a) For any bargaining unit member whose retirement date is later than December 31, 1993, all pay provided to that employee as a sell-back of Professional Growth (Earned Time) shall be reported by the City to the Public Employees' Retirement System as a part of the "final compensation" that P.E.R.S. is to use to determine the amount of that employee's retirement allowance.
- (b) In no event shall this increment to "final compensation" consist of more than a one (1) year of Professional Growth (Earned Time).

13.4 P.E.R.S. Fourth Level Of 1959 Survivor Benefits

The City will make application to provide P.E.R.S. California Government Code section 21574 (Fourth Level of 1959 Survivor Benefits) as an additional retirement benefit, to be effective upon adoption by the Stockton City Council and the P.E.R.S. Administration Board.

13.5 P.E.R.S. 3% At Age 50 Retirement

On July 21, 2000, the City made application to PERS to provide P.E.R.S. California Government Code section 21362.2 (3% at age 50) as an amendment retirement benefit, to be effective upon adoption by the Stockton City Council and the P.E.R.S. Administration Board.

13.6 Uniform Allowance

- (a) Employees in this unit shall receive as additional annual compensation, a uniform allowance each calendar year in the amount of one thousand four hundred dollars (\$1,400.00) effective January 1, 2005; one thousand five hundred dollars (\$1,500.00) effective January 1, 2006; one thousand six hundred dollars (\$1,600.00) effective January 1, 2007; one thousand seven hundred dollars (\$1,700.00) effective January 1, 2008; one thousand eight hundred dollars (\$1,800.00) effective January 1, 2009; and one thousand nine hundred dollars (\$1,900.00) effective January 1, 2010.

Payment shall be made in two 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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13.7 Legal Defense Fund

The City shall contribute to Stockton Police Officers' Association not to exceed the amount of Two Dollars and No Cents (\$2.00) per month per member for the purchase of legal defense insurance.

13.8 P.O.S.T. Incentive Pay

- (a) The City will pay three percent (3%) of the Police Officer top salary step for employees who attain an Intermediate P.O.S.T. Certificate and six percent (6%) of the Police Officer top salary step for employees who attain an Advanced P.O.S.T. Certificate.
- (b) Effective January 1, 1999, the City will pay three percent (3%) of the Police Sergeant top salary step for employees who attain an Intermediate P.O.S.T. Certificate, and six percent (6%) of the Police Sergeant top salary step for employees who attain an Advanced P.O.S.T. Certificate.
- (c) The Personnel and Training Division of the Police Department will submit the appropriate paperwork to the Human Resources Services 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.

13.9 Educational Incentive Pay

In accordance with the City Manager's Administrative Directive, HR-031 dated June 1, 1992, employees with degrees/diplomas above and beyond that which is required of their position shall be provided three percent (3%) of the top step of the position, effective January 1, 1994. Employees are limited to no more than three percent (3%) regardless of the number of degrees/diplomas above that required of the position. If the employee promotes to a position, which matches his or her diploma/degree, the three percent (3%) will no longer be paid. Experience may not substitute for education. Other formal education/training programs may substitute for the actual degree/diploma.

Employees in a classification requiring a Masters degree, those employees who possess double Masters will be eligible for three percent (3%) education incentive pay.

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13.10 Longevity Increment Pay for Police Officer

The Longevity Increment shall be effective the first pay period following the anniversary date of hire of the employee as follows:

- (a) The City will pay 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.
- (b) The City will pay seven percent (7%) of top salary step in rank for longevity, upon completion of nine (9) continuous year of service as a public safety officer with the Stockton Police Department.
- (c) The City will pay twelve percent (12%) of top salary step in rank for longevity, upon completion of twelve (12) continuous years of service as a public safety officer with the Stockton Police Department.
- (d) The City will pay 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.
- (e) The City will pay 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.
- (f) For the limited purpose of defining continuous service under this Section of the Memorandum of Understanding, continuous service shall include leaves without pay for less than one (1) year as long as the public safety officer did not withdraw the his or her contributions to P.E.R.S.

13.11 Longevity Increment Pay For Police Sergeant

The City will pay five percent (5%) of top salary step in rank for longevity, effective the first pay period following the anniversary date of completion of fifteen (15) continuous years of service with the Stockton Police Department and upon placement at step 6 of the Sergeant's pay schedule.

13.12 Payment For Unused Sick Leave

Upon separation with ten (10) years or more of employment, or upon termination of employment by reason of death, service or disability retirement, the employee or the employee's estate will be paid fifty percent (50%) of the total unused sick leave at its current cash value. For service retirement, the payout for unused sick leave may be made during the period of eighteen (18) to twelve (12) months prior to retirement date.

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Upon service or disability retirement, the employee will contribute pre-tax the cash value into the Retiree Medical Trust, as specified in Section 14.2 of this Agreement.

13.13 Deferred Compensation

Each employee in this unit shall receive a City paid deferred compensation contribution. The City paid contribution shall be in addition to the employee's voluntary deferred compensation contributions. Participants shall receive this benefit during employment with the City of Stockton and generally cannot withdraw the funds until retirement or service termination.

- (a) Effective January 1, 1999, the City will provide, in addition to regular salary, a contribution of two percent (2%) of the employee's current base salary toward the City's deferred compensation plan, to expand the employee's retirement benefit allowance.
- (b) Effective January 1, 2000, the City will provide, in addition to regular salary, an additional contribution of one percent (1%) of the employee's current base salary for a total of three percent (3%) toward the City's deferred compensation plan, to expand the employee's retirement benefit allowance.
- (c) Effective January 1, 2001, the City will reduce the deferred compensation contribution two percent (2%) of the employee's current base salary.
- (d) Effective January 1, 2002, the City will provide, in addition to regular salary, an additional contribution of one percent (1%) for a total of three percent (3%) toward the City's deferred compensation plan, to expand the employee's retirement benefit allowance.
- (e) Effective January 1, 2003, the City will provide, in addition to regular salary, an additional contribution of one percent (1%) for a total of four percent (4%) toward the City's deferred compensation plan, to expand the employee's retirement benefit allowance.
- (f) Effective July 1, 2005, the City's contribution to the Deferred Compensation Plan will be reduced from four percent (4.0%) to two percent (2.0%) of the unit member's base salary. (Refer to Section 14.2 regarding City contributions to the Retiree Medical Trust.)

13.14 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 (1-1/2) 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.

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13.15 Motorcycle Officer Compensation

Employees assigned motorcycle responsibilities shall be paid a maximum of eight (8) hours per month, at the rate of one and one-half (1-1/2) time. Compensation shall be for the time spent by officers on their off-duty time to clean, wax and generally maintain their assigned motorcycles.

13.16 EOD Compensation

Effective July 1, 2005, the pay for unit members assigned to EOD shall be paid a maximum of five (5) hours per month at the rate of one and one-half (1-1/2) time.

13.17 SWAT Compensation

Effective July 1, 2005, the pay for unit members assigned to SWAT shall be paid a maximum of five (5) hours per month at the rate of one and one-half (1-1/2) time.

13.18 Field Training Officer Compensation

Effective July 1, 2005, the pay for unit members assigned to Field Training Officer shall be five percent (5.0%) of the top salary step of rank.

13.19 Equestrian Officer Compensation

Effective April 1, 2004, employees assigned to perform equestrian responsibilities shall be paid two-hundred dollars (\$200.00) per month for food, routine veterinary care, and general maintenance costs of animal, and shall be paid ten (10) hours per month, at the rate of one and one-half (1-1/2) time, for time spent on off-duty time for the care, maintenance, and training of animal. The City shall assume all associated costs of up to five-thousand dollars (\$5,000.00), if an animal suffers injury or death while on-duty and performing assigned duties.

13.20 Master Officer Program

Master Officer Program – Purpose, Pay, And Certification

Effective July 1, 2005, the City will implement a Master Officer Program. The purpose of the Master Officer Program is to provide additional career opportunities, and to provide the Department with officers that have a broader base of experience and skill sets. A Master Officer shall receive special departmental certificate of recognition in addition to the supplemental pay.

Master Officer Pay will be five percent (5.0%) of the top salary step of rank.

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Eligibility

To be eligible for Master Officer Certification, a unit member must meet the following minimum qualifications:

- At least 5 years of patrol work;
- Advanced POST Training Certificate;
- At least six (6) years of service in at least two (2) of the following specialties for a minimum period of 18-months each to the extent these specialties continue: Bicycle, Canine, CNT, CPO, DUI, EOD, FTO, GSET, Lodi One, PIO, Range master, SJRTD, SRO, STOP, SWAT, VCST, Traffic Unit, (Mobile Field Force effective July 1, 2006), and other full-time assignments approved in writing by the Chief of Police; except that service in Homicide, CASA, Narcotics, Vice, and Burglary shall count for all six (6) years of the requirement;
- The service in a specialty must be satisfactory as determined by the Chief; and a year of concurrent service in two (2) or more of the areas can only count as one (1) year of service.

Continuation Of Certification

Master Officer Certification is a privilege and distinction, not a right. Therefore, to continue Master Officer Certification, a unit member must maintain at least satisfactory departmental service as reflected in various performance evaluations, as finally approved by the Chief. Failure to maintain at least satisfactory status will automatically result in the loss of the Master Officer Certification.

13.21 Bilingual Pay

Effective July 1, 2005, the pay for qualified and approved bilingual skill will be two and one-half percent (2.5%) of the top salary step of rank.

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.

13.22 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

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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.

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SECTION 14. INSURANCE PLANS

14.1 Health Insurance and Related Benefits

- (a) The City will provide for hospitalization, medical, dental/orthodontic, prescription and vision benefits. Effective upon agreement, the City will contribute all premiums necessary for these benefits for the term of this Memorandum of Understanding. Effective November 1, 1993, the medical plan for active employees is the City's Modified Employee Medical Plan ("Plan") which is summarized on Appendix B attached hereto.

The Plan utilizes a Preferred Provider Organization ("PPO") network for hospitals, physicians, laboratories, and other medical providers; the PPO network for the City shall be Blue Cross (Prudent Buyer).

Employees shall become eligible for hospitalization and medical care benefits on the first day of the month subsequent to completion of thirty (30) days continuous service with the City.

Effective January 1, 1993, the City will also provide for hospitalization, medical, dental/orthodontic, prescription and vision benefits to the surviving spouse and children of an officer killed in the line of duty. These benefits shall discontinue upon the remarriage of the officer's surviving spouse. This medical coverage shall be secondary at age 65.

- (b) Medical Insurance Effective January 1, 2006

Effective January 1, 2006, and each year of this Agreement, the City shall contribute eighty percent (80%) of any increase associated with the monthly health insurance premium (hospitalization, medical, dental, prescription and vision). The unit member shall contribute the remaining twenty percent (20%) of the monthly premiums, up to a maximum of one percent (1.0%) of top salary step for Police Officer.

- (c) Dental: The City shall pay the annual dental maximum benefit of one thousand four hundred dollars (\$1,400.00).

Employees shall become eligible for dental care benefits on the first day of the month subsequent to completion of sixty (60) days continuous service with the City.

- (d) Orthodontic: The City shall pay the orthodontic lifetime maximum benefit of two thousand dollars (\$2,000.00).

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- (e) If it is the decision of the Union to select other than the present carrier(s) for any of the above benefits, the City shall continue its contribution amount limited to and not to exceed that for its current designated plan. Insured retirees shall be assigned to the carrier(s) selected. The retirees will move to the Modified Employee Medical Plan, effective July 1, 1994.

14.2 Retirement Medical Insurance Allowance For Unit Members Employed Before July 1, 2005

- (a) Retiree Medical Insurance Until Age 65 For Unit Members Employed Before July 1, 2005

Effective April 1, 1983, the City shall pay a premium for the purpose of providing hospital-medical and prescription benefits for each City employee who has retired. Such coverage shall include one (1) eligible dependent and the following provisions shall apply:

- (1) Normal Service Retirement. Eligibility for the allowance provided by this Section is limited to employees who have retired subsequent to October 1, 1980, and who have retired at age fifty (50) or later. Such allowance shall terminate at age sixty-five (65).
- (2) Disability Retirement. Eligibility for the allowance provided by this Section is limited to employees who have retired subsequent to October 1, 1980, and such allowance shall be limited to a maximum of fifteen (15) years or the attainment of age sixty-five (65), whichever occurs first.

- (b) Supplemental Retirement Medical Insurance Allowance After Age 65 For Unit Members Employed Before July 1, 2005

An employee retiring on or after August 1, 1998, and eligible for retirement medical benefits as provided in this section, shall continue to be covered under the City's medical plan for retired employee and one (1) eligible dependent when both persons reach age 65. The City's supplemental retirement medical insurance plan shall be secondary to Medicare medical coverage or any other medical benefit coverage available to the retired employee and eligible dependent.

To be eligible for the benefit, upon reaching age sixty-five (65), each retiree and each spouse is required to apply for Medicare Part A and Part B coverage and to accept Medicare coverage, if eligible.

Those retiring after July 1, 2005, who must pay a premium to Medicare to obtain Part A coverage, shall be reimbursed by the City for the cost of their

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Medicare Part A premium. If the retiree and spouse are ineligible for Medicare Part A coverage, the City's supplemental medical insurance plan becomes the primary medical coverage.

The City may terminate reimbursement payments for Medicare Part A coverage in the event the retiree receives the City's supplemental medical insurance plan as the primary medical coverage.

(c) Major Medical Deductible.

Effective July 1, 1994, the major medical deductible will be one hundred and fifty dollars (\$150.00) per person per calendar year.

(d) Retiree Medical Trust (RMT) Distribution For Those Retiring After January 1, 2006. (Note: The provision of this subsection will be modified by the mutual agreement of the parties prior to January 1, 2006, without reference or limitations referenced in Section 23 of this Agreement.)

1. Establishment Of Retiree Medical Trust

As soon as practicable, the City will establish a Retiree Medical Trust ("RMT") that will be governed by Trustees selected by the employees and the City for purposes of receiving employee and City contributions, and for paying a monthly disbursement for those retiring after January 1, 2006.

The City will seek IRS qualification so that employee and City contributions will be pre-tax, including the contribution of employee accrued sick leave pay-off. The City will also seek tax-exempt status for the Trust's earnings and the benefits paid from the Trust.

2. Required Contributions For Unit Members Hired Before July 1, 2005

Effective January 1, 2006, the City will contribute two percent (2.0%) of base salary into the Trust for each unit member who was hired prior to July 1, 2005. In addition, each unit member hired before July 1, 2005, will be required to contribute one percent (1.0%) of base salary to the Trust. (Refer to changes made in Section 13.13 "Deferred Compensation" regarding the reduction of the City's contribution by two percent (2.0%).)

In addition, upon retirement after January 1, 2006, an employee must contribute pre-tax up to 100% of the accrued sick leave pay-out to the Trust that will be distributed at a later date for the employee's individual benefit.

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Before the Trust is established, the contributions will be held in a discrete and separate City fund to be distributed into the Trust when established.

3. Benefit Level

The benefit under this Trust shall consist of a monthly distribution to each retiree that is determined solely by the amount of the funds available to actuarially support the distribution. The distribution benefit will vary to some extent with each retiree depending on the time of retirement, the years of an individual's contribution, the amount of the individual contributions, and the funds actuarial status. The Board of Trustees will establish annually the distribution benefit, after actuarial projections are provided determining a sustainable monthly distribution.

4. Vesting

The amount of the distribution is not a vested right under any circumstances. A distribution level may be reduced, discontinued, or interrupted by the Board of Trustees upon determination of insufficient funds to support the current level of distributions. Under no circumstances may the Trust reduce the benefit below a monthly amount that can be supported actuarially by the employee's mandatory and voluntary contributions.

5. Eligibility

To be eligible for any monthly distribution from the employer's contribution to the Trust, a unit member must have retired on or after January 1, 2011, and must have worked for the City for at least fifteen (15) years.

6. Trust Structure And Governance

The Trust shall be governed by eight (8) Trustees, three (3) elected at-large by the participating employees, one (1) appointed by the Stockton Police Officers' Association, four (4) non-employees appointed by the City Council, and one (1) non-voting appointing authority appointed by the City Manager.

The Board of Trustees will be responsible for all issues of governance, including the design of the plan, the selection of the professional investment manager and other professional services, the selection of investment vehicles, and the nature of the distribution options. The

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Trustees shall manage the Trust for the exclusive benefit of the participating employees and retirees.

- (e) When this agreement expires on June 30, 2010, the City will not be responsible for any increase in the cost of premiums. The premium costs in excess of the City's contribution as of June 30, 2010, shall be the responsibility of the retiree and shall be charged the retiree. The City will be responsible thereafter only for the payment to the City's medical plan of the dollar equivalent of the cost of medical insurance as of June 30, 2010. However, those individuals retiring on or after June 30, 2010, will be eligible for a supplemental distribution from the Retiree Medical Trust Fund, as set forth above in "d" of this subsection. .

14.3 Defined Contribution For Retiree Medical For Unit Members Hired After July 1, 2005

(a) Defined Contribution Plan

For unit members hired after July 1, 2005, the City will establish a defined contribution plan for retiree medical. This plan will consist of an employee contribution of three (3.0%) percent of base pay, and a City contribution of two (2.0%) percent. The contributions will be paid into the Retiree Medical Trust ("RMT"), and will be distributed to the unit member upon retirement in a manner determined by the Trust. These unit members will not be eligible for either the regular Retiree Medical Allowance (to age 65) or the Supplemental Allowance (after age 65) as set forth in Section 14.2 of this Agreement.

(b) Eligibility

Upon at least fifteen (15) years of City service and retirement from the City, the employee will be eligible to receive a monthly distribution from the Trust that will reflect the employee and City contributions plus earnings. Otherwise, upon leaving the service of the City, the employee will be eligible to receive the amount of the employee contribution plus interest as established by the Trust for City payments toward medical benefits or retiree medical benefits.

14.4 Life Insurance

Effective January 1, 2000, the City shall provide each employee group term life insurance coverage equal to their annual salary rounded to the nearest One Thousand Dollars (\$1,000.00).

MEMORANDUM OF UNDERSTANDING (POLICE UNIT)

14.5 Long Term Disability Insurance

Effective January 1, 1999, the City shall contribute to the Association the amount of Twenty Dollars (\$20.00) per month per employee for the purpose of purchasing a Preferred Long Term Disability Program selected by the Association in lieu of providing long term disability coverage through the City's Long Term Disability Program.

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.

Effective January 1, 1999, the amount of Twenty Dollars (\$20.00) shall be converted to base pay for all represented employees as best fitted to the City's Salary Schedule Matrix.

MEMORANDUM OF UNDERSTANDING (POLICE UNIT)

SECTION 15. SALARY PLAN

15.1 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.

15.2 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.

15.3 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 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.

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

There shall be nine (9) salary steps for the classification of Police Officer. There shall be six (6) salary steps for the classification of Police Sergeant.

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.

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

The second salary step shall be paid upon the Trainee's passing all the requirement of the Basic Officer Academy and the transfer to Sworn Officer status.

MEMORANDUM OF UNDERSTANDING (POLICE UNIT)

The third salary step shall be paid upon the employee's satisfactory completion of six (6) months 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 six (6) months 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 six (6) months 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 one (1) year of service at the fifth salary step and upon the recommendation of the department head.

The seventh salary step shall be paid upon the employee's satisfactory completion of one (1) year of service at the sixth salary step and upon the recommendation of the of the department head.

The eighth salary step shall be paid upon the employee's satisfactory completion of one (1) year of service at the seventh salary step and upon the recommendation of the department head.

The ninth salary step shall be paid upon the employee's satisfactory completion of six (6) months of service at the eighth salary step and upon the recommendation of the department head.

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 from salary steps two (2) through nine (9) because an employee has not achieved the level of performance required to 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.

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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.

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

An employee with only the status of Non-Sworn Police Officer Trainee shall be paid at Step 1 of the 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 Step 2 of the salary range of Police Officer. The Trainee shall not qualify for Safety status while in the Academy.

15.6 Salary Step After Military Leave

All employees who have been granted a military leave shall, upon their return to the City service, are 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.

15.7 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 City Manager.

15.8 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 he has 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 he is demoted, and the specific rate of pay within the range shall be final.

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15.9 Salary On Reinstatement

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

15.10 Market Salary Survey

The City and the Association agree to conduct a joint "total compensation" survey of six (6) agencies above and six (6) agencies below the population of the City of Stockton, as determined by the most updated publication of the U.S. Bureau of the Census or a State of California Department of Finance publication, whichever is most current. The purpose of the survey shall be to determine the City's position among the agencies surveyed and enable the City to make such adjustments as may be necessary to bring the City to a position at the bottom of the top one-third (1/3) of agencies surveyed.

The first survey shall be applied January 1, 2006, as set forth in Appendix A. The second survey will be applied in conjunction with the July 1, 2008, salary adjustment listed in Appendix A.

The City and the Association agree to begin the joint total compensation survey on October 1, 2005, for the adjustment to be made effective January 1, 2006, and May 1, 2008, for the adjustment to be made effective July 1, 2008.

For purposes of the survey, "total compensation" shall consist of the top step of base salary for the position of Police Officer, plus the dollar equivalent value of the following benefits: City-paid employer and employee P.E.R.S. contributions; City-paid deferred compensation contributions; City-paid contributions to retiree medical for other than the pay-as-you go amount for current retiree (beginning with 2008 study); the City cost to provide the City health (employee + family coverage), dental, vision, life insurance, long-term disability; City-paid uniform allowance, P.O.S.T. intermediate certificates, holidays, vacation, sick leave, educational incentive pay, longevity pay at sixth year of service, and any other specialty pay affecting 50% of the unit members. To the extent possible, comparisons with the surveyed agencies shall be made between like positions and benefits.

Application Method For Market Salary Survey July 1, 2008

Examples of how this provision shall be applied on July 1, 2008, is as follows: If the total compensation survey conducted in 2008 indicates that as of July 1, 2008, it would take an increase of five percent (5.0%) to bring total compensation (as defined in this section) to a position at the bottom of the top one-third (1/3) of the surveyed agencies, the Association's members would receive on July 1, 2008, a two

MEMORANDUM OF UNDERSTANDING (POLICE UNIT)

and one-half percent (2.5%) increase as set forth in Appendix A based on the CPI percentage, plus an additional two and one-half percent (2.5%) increase as a result of this section. If, on the other hand, the total compensation survey conducted in 2008 indicates that as of July 1, 2008, it would take an increase of two percent (2.0%) to bring the total compensation figure to a position at the bottom of the top one-third (1/3) of the surveyed agencies, the Association's members would receive on July 1, 2008, a two and one-half percent (2.5%) increase as set forth in Appendix A based on the CPI percentage, but no additional increase as a result of this section.

All Market Salary Survey adjustments shall be calculated to the nearest one-tenth of one percent, and shall be made at the first step of the salary range for each classification covered by this Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING (POLICE UNIT)

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

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 Memorandum of Understanding.

This 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 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 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 Memorandum of Understanding by mutual agreement.

SECTION 20. DURATION

All provisions of this Memorandum of Understanding shall be effective July 1, 2005, and shall remain in full force and effect to and including the 30th day of June, 2010 and shall continue thereafter from year to year unless at least sixty (60) days prior to the expiration date of June 30, 2010, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING (POLICE UNIT)

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 Agreement to this 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 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 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 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 Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING (POLICE UNIT)

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 Memorandum of Understanding. All matters not specifically addressed in this 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.
- (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 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 Memorandum of Understanding; to establish and implement standards of selecting City personnel and standards for continued employment with the City; to direct to 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.
- (d) 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.

MEMORANDUM OF UNDERSTANDING (POLICE UNIT)

SECTION 23. CONCLUSIVENESS

- (a) The specific provisions contained in this 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 a specifically contradictory term of this Agreement. Existing written policies, rules, regulations, ordinances and resolution 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, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the City and the Association in a written and signed amendment to this Agreement.

MEMORANDUM OF UNDERSTANDING (POLICE UNIT)

APPENDIX "A"

SALARY ADJUSTMENT FOR CALENDAR YEAR 2006

(See Section 15.10 – Market Salary Survey – January 1, 2006)

SALARY ADJUSTMENTS FOR FISCAL YEARS 2007, 2008, and 2009

Effective July 1, 2007, July 1, 2008, and July 1, 2009, the Salary Schedule shall provide salary rates according to the following formula:

Salary adjustments effective July 1, 2007, July 1, 2008, and July 1, 2009, shall be equal to the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W), for 12-month period preceding the May Index of each fiscal year. The salary adjustments shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6.0%). (For example, CPI-W of nine percent (9.0%) would result in a six percent (6.0%) adjustment, and a CPI-W of two percent (2.0%) would result in a two and one-half (2.5%) adjustment.)

MEMORANDUM OF UNDERSTANDING (POLICE UNIT)

APPENDIX "B"

CITY OF STOCKTON MODIFIED EMPLOYEE MEDICAL PLAN (BENEFIT RECAP)		
	Plan Pays This Portion of Allowed Rate If Member Providers Used	
Deductible		\$150.00 per person, per year (maximum 3 per family)
\$2,000,000 Lifetime \$ Maximum		
RX	100%	After \$3 Generic / \$8 Brand name, employee co-pay for up to 60 day supply of prescription drugs & insulin. No vitamins. (Note: Does not apply to deductible or max out-of-pocket).
Hospitalization	100%	Semi-private room rate. Pre-admit certification req'd. if non-emergency. Concurrent utilization review req'd. If non-member hospital used in area where member hospitals are available (70%).
Surgeon/Anesthesiologist	100%	
Outpatient Surgery	100%	
Outpatient Lab/X-ray	100%	Includes Preventive care: pap, mammo, prostate - frequency by age guidelines.
OB Maternity	100%	Normal or C-Section for employee or spouse.
Home Health Care and Hospice	100%	Subject to Utilization Review and Case Management.
Radiation/Chemotherapy/Dialysis	100%	
Emergency Room	100%	1st treatment of accident injury within 72 hours, if health endangering, or life threatening acute illness. Otherwise 50%
ER Physician	100%	For surgery or for other approved emergency services. (Non-emergency illness 50%)
Ambulance	80%	Ground or Air
Preventative Care	80%	Well baby care first 2 yrs. Frequency by pediatric guidelines. Immunizations for children and adults. (Except for travel inoculations)
Physicians Office Visits	80%	When ill.
Chiropractic Visits	80%	Of allowable amounts. Subject to utilization review.
Other Covered Services	80%	
Outpatient Psychotherapy	80%	First 5 visits per year 60%, next 10 visits per year. (Maximum 15 visits per year. Does not apply to max out-of-pocket.) Must initiate thru the City's E.A.P. Program.
Inpatient Psychiatric	80%	
Alcohol and Drug Counseling/Detox/Treatment	80%	To maximum \$2,000 Lifetime. For alcohol & drug counseling/detox/treatment. Must initiate thru the City's E.A.P. Program. For active only, not retirees.
<p>EMPLOYEE MAXIMUM OUT-OF-POCKET: After the employee pays \$1,000 in co-pays and deductibles for covered medical expenses incurred by a person during a single year, the Plan will then pay 100% of covered expenses for that person for the remainder of the year.</p> <p>REVISED 11/30/04 LHOOTEN</p>		

MEMORANDUM OF UNDERSTANDING (POLICE UNIT)

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding this _____ day of September, 2005.

STOCKTON POLICE OFFICERS'
ASSOCIATION

CITY OF STOCKTON, a municipal
corporation

DAVID REEDER, President

MARK E. LEWIS, ESQ.
City Manager

GORDON GRAY, Vice-President

TERRY PARKER, Director of Human
Resources

DAVID H. SWIM, D.P.A.
Labor Consultant for Stockton Police
Officers' Association

JOHNNY FORD, Deputy City Manager

CHRISTINE TIEN, Deputy City Manager

DI SMITH, Deputy Director of Human
Resources

WILLIAM F. KAY for Kay & Stevens

APPROVED AS TO FORM:
RICHARD E. NOSKY, JR., City Attorney

MICHON JOHNSON
Deputy City Attorney

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