

APPENDIX A

**Side Letter Agreement
Between
The City of Stockton and the Police Officer's Association
Effective April 1, 2024 to March 31, 2034.**

Temporary Recruitment & Retention Incentives

This will confirm an understanding reached between the City of Stockton (hereinafter referred to as the "City") and the Stockton Police Officers' Association (hereinafter referred to as the "Association").

In an effort to increase recruitment & retention of sworn employees, the City and the Association have met and confer and agree on the following:

1. Funding for recruitment and retention incentives contained in Attachment A is contingent on the extension of the sunset date in Measure A, which will be considered for approval by Council no later than December 2023.
2. The parties agree that the City will be reallocating Measure A funding to pay for the temporary programs described below to address critical recruitment and retention issues of police officers.
3. The Union agrees that to fund such temporary programs that a decrease of Measure A Funding allocated to hire one hundred twenty (120) vacancies shall be reduced by sixty (60) full-time employees (FTE). The Union will not use the agreed upon reduction of allocated positions as an issue of working conditions in any and all negotiations with the City for the duration that the side letter remains in effect.
4. The parties agree that the reallocation of Measure A funds by decreasing the number of allocated police positions from 120 to 60 full-time employees is temporary to fund a temporary recruitment & retention plan for the Police Department. If the temporary measures costs exceed the maximum allocation, the parties agree to meet and confer within 10 working days of a notice by the employer to determine reductions and if no such agreement is reached within 20 calendar days of the City's notice, the City shall have the sole discretion to make reductions to ensure the temporary program does not exceed the annual maximum cost.
5. The parties agree that continuation of the reallocation of Measure A funds towards these recruitment & retention incentives shall be reviewed annually by the City Manager and the City Council and are subject to available Measure A Funding. The City retains the sole discretion to make changes to the reallocation and such determination shall be final.
6. The City retains the right to increase or decrease the allocation of police positions based on the performance of Measure A Sales Tax A.
7. The parties agree that at no time shall the recruitment and incentives provided in the Side Letter described in Attachment A to this Letter of Intent shall be funded or back filled by the City's General Fund or any other City funds other than Measure A funds.
8. None of the temporary enhanced differentials are intended to be pensionable compensation. If CalPERS later determines that such differential (s) are pensionable compensation, such differential shall cease immediately.

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9. The parties agree to the following temporary recruitment and retention enhancements effective on April 1, 2024, unless otherwise provided and which shall sunset and cease to be effective and return to status quo at 11:59 pm on March 31, 2034.

A. Temporary Recruitment Incentive: In an effort to increase recruitment for sworn police officers, Effective April 1, 2024, All new first-time hires for the sworn police officer position to the City of Stockton PD are eligible for a one-time fifteen thousand dollar (\$15,000) signing bonus hired on or after April 1, 2024. This bonus is non-pensionable and subject to applicable state and federal taxes. The bonus will be distributed as follows:

- i. Five thousand (\$5,000) payable on the first full pay period upon hire;
- ii. Five thousand (\$5,000) payable on the first full pay period following the first anniversary of the officer's start date;
- iii. Five thousand (\$5,000) payable on the first full pay period following the second anniversary of the officer's start date.

B. Temporary Relocation Assistance: In an effort to increase recruitment for sworn police officers Effective April 1, 2024, All new first-time hires for the sworn police officer position are eligible for a relocation assistance reimbursement to help offset travel and moving expenses per Directive 200-1. Eligible employees may receive up to a maximum of fifteen thousand dollar (\$15,000) as a reimbursement pursuant to the following terms:

- i. New hired employees hired on or after April 1, 2024. Employees are eligible if they relocate more than 100 miles from the Police Department Central Station following an acceptance of a job offer.
- ii. This incentive is only intended to cover actual expenses spent for relocation. Allowable reimbursable expenses include the following:
 - 1) Packing, unpacking, and moving personal property. It specifically excludes storage.
- iii. The selected candidate must solicit three (3) bids for moving.
- iv. The relocation assistance incentive will be payable in accordance with the City's reimbursement policies and procedures upon receipt of the required documentation from the new employee.
- v. Payment is contingent upon the officer's execution of a written service agreement agreeing to repay the package if the employee separates from City service with less than three years of employment under specified terms. The amount to be repaid shall be based on a prorated schedule based on length of service.
- vi. The written service agreement includes a provision to allow the City to deduct the amount to be repaid from the officer's leave accruals. If the officer's leave accruals are not adequate to cover the entire amount, the City may pursue the reimbursement of the incentive through any other lawful means, including the collections process.

C. Temporary Vacation Accrual Advancement: Effective April 1, 2024, all new first-time hires on or after April 1, 2024, for employees covered by this Memorandum of Understanding will receive an advance of forty (40) hours of Annual Vacation leave time on the employee's first day of employment and is available for immediate use pursuant to Article 9.2 of the MOU.

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D. Temporary Education Assistance: Effective April 1, 2024, per Administrative Policy HR-21, all employees covered by this Memorandum of Understanding are eligible for an increased annual maximum of up to \$1,500 for an Education Assistance payment per fiscal year.

E. Temporary Deferred Compensation 401a Contribution: Effective the first full pay period in April 2024, the City will provide a dollar-for-dollar matching contribution to the deferred compensation 401a plan for employees covered by this Memorandum of Understanding up to a maximum of \$600 per fiscal year (\$25 per pay period).

F. Health Benefit Contributions: Effective the first pay period in April 2024, the City will pay the entire employee share of the monthly health plan contribution.

G. Temporary Shift Differential: Effective the first full pay period in April 2024, Officers who are assigned to 9:00 p.m. to 7:00 a.m. will receive a 5% shift differential. Officers not assigned to 1st watch, but who work an overtime shift on 1st watch, will be compensated an additional 5 hours to be taken at time and ½ or comp time, in lieu of the 5%.

H. 3rd Watch Differential: Effective the first full pay period in April 2024, Officers who are assigned to 3rd Watch (2:00 pm to 12:00 am) will receive a 3% shift differential.

I. Standby Compensation: Effective the first full pay period in April 2024, Standby Compensation will increase from \$3.00 to \$12.00 per hour for all officers assigned to an on-call unit.

J. Call back pay: Effective the first full pay period in April 2024, Call back hours will increase from 3 hours to 5 hours. Call back is defined as any event that occurs before or after scheduled work hours in which a response back to work is required.

K. SWAT Pay: Effective the first full pay period in April 2024, all ancillary special assignments including but not limited to SWAT, Tactical Flight, Explosive Ordinance Disposal (EOD), Officers will receive a 5% Special Assignment Add pay.

L. Special Assignment Pay: Effective the first full pay period in April 2024, all officers assigned to the Mobile Field Force (MFF) Team or are Strategic Operations Division (Strat Ops) will receive a 3% Special Assignment pay.

M. Special Assignment Pay: Effective the first full pay period in April 2024, all officers assigned to the Unmanned Aerial Unit (UAS) and are FAA certified will receive a 1% Special Assignment pay.

N. Special Assignment Pay: Effective the first full pay period in April 2024, all officers assigned to the Crisis Negotiation Team (CNT) and have attended the required training (40-hour POST Negotiator course and the California DOJ Title III wiretap certification) and members of the Mobile Command Post (MCP) who are in possession of a Class A license will receive a 1% Special Assignment pay.

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O. Investigation Unit Differential: Effective the first full pay period in April 2024, all officers assigned to the Investigations Division shall receive a 5% Special Assignment pay.

P. Traffic Unit Differential: Effective the first full pay period in April 2024, all officers assigned to the Traffic Unit and are certified to ride a Department Motorcycle shall receive 5% Special Assignment pay.

Q. K9 Pay Differential: Effective the first full pay period in April 2024, all officers assigned to the K9 and who are working a department approved K9 shall receive 5% Special Assignment pay.

R. COLA: Effective April 1, 2024, the City will add an additional 2% Cost of Living Adjustment (COLA) to all members.

S. Market Adjustment: Effective April 1, 2024, sergeants will receive a 2% market adjustment.

T. COLA: Effective July 1, 2024, the City will add an additional 2% Cost of Living Adjustment (COLA) to all members.

U. Longevity: Effective April 1, 2024, the following longevity plan will be implemented:

- i. Officers who have been employed with the City of Stockton for 5 years will receive 2% longevity pay,
- ii. Officers with 10 years will receive an additional 2%,
- iii. Officers with 15 years will receive an additional 2%,
- iv. Officers with 20 years will receive an additional 2%.
- v. Service years will be based on the employee's initial P.O.S.T. certification date if that year is earlier than their most recent hire date with the City.

Limited Term of Side Agreement: This side letter agreement shall be effective April 1, 2024 and based on the continuation of Measure A Funding and shall sunset and cease to be operative no later than 11:59 p.m. on March 31, 2034. This side letter shall not be included in any successor agreement between the parties unless both parties agree to extend this side letter. The provisions of this side letter are not subject to the grievance process.

FOR THE CITY:



Stanley McFadden

Chief of Police

Date: 10/31/2023

FOR THE ASSOCIATION:



Patrick High

Association President

Date: 10/27/2023

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Rosemary Rivas
Rosemary Rivas

Director of Human Resources

Date: 10/27/2023

Marci Arredondo
Marci Arredondo

Assistant City Attorney

Date: 10/30/2023