MEMORANDUM

September 3, 1996

TO: L. PATRICK SAMSELL, Finance Director

FROM: MCKINLEY LLOYD, Director of Personnel Services

SUBJECT: **1996 FIRE UNIT MEMORANDUM OF UNDERSTANDING**

At its meeting of August 19, 1996, the Stockton City Council was presented for adoption Memorandum of Understanding between the Stockton Firefighters’ Local No. 1229, International Association of Firefighters and the City of Stockton. We have summarized the key provisions of the Agreement below for implementation, where applicable:

- **Term**
  Five (5) year agreement

- **Salary**
  Two percent (2%) effective January 1, 1996;
  80% of CPI (min. 2.5%, max. 6%) January 1, 1997;
  80% of CPI (min. 2.5%, max. 6%) January 1, 1998;
  80% of CPI (min. 2.5%, max. 6%) January 1, 1999;
  80% of CPI (min. 2.5%, max. 6%) January 1, 2000.

- **8-Step Salary Plan**
  An 8-step range for the Firefighter classification with a twelve (12) month salary step increment plan and twelve (12) month probationary period.

- **6-Step Plan**
  Firefighter-Engineers who have completed twelve (12) months’ service at Step 5 moves to Step 6 of rank; Fire Captains who have completed six (6) months’ service at Step 5 moves to Step 6 of rank.
• Health & Welfare  Continuation of the City’s Modified Employee Medical Benefits Plan (February 1, 1993). Effective January 1, 1999, orthodontic benefit coverage increased from $1,000 to $2,000 lifetime maximum.

• P.E.R.S.  The City will apply to P.E.R.S. to provide Government Code section 20615.5 (Employer-Paid Member Contributions as Compensation) and implement IRS Code 414H (2) concurrently with P.E.R.S. amendment, effective January 1, 1996.

The City will apply to P.E.R.S. to provide Government Code section 20965 (Sick Leave Conversion); section 21382.5 (Survivor Benefit Level 4); section 21266 (Post-Retirement Survivor Allowance to Continue after Remarriage); and section 21373 (Continuation of Death Benefit after Remarriage of Survivor), effective January 1, 1997.

• Education Incentive Pay  January 1, 1996, City Manager’s Administrative Directive PER-031 Education Incentive Program.

• EMT/Paramedic Pay  January 1, 1996, an increase of 1.5%
  January 1, 1997, an additional .5%;
  January 1, 1998, an additional .5%
  January 1, 1999, value of EMT/Paramedic pay added to base salary; January 1, 1999, EMT/Paramedic pay will no longer exist.

• Deferred Compensation  January 1, 1998, City to provide 1% of the employee’s current base salary in the City’s Deferred Compensation Program; January 1, 1999, an additional 1% for a total of 2%; January 1, 2000, an additional 1% for a total of 3%. 
L. Patrick Samsell, Finance Director
RE: 1996 FIRE UNIT MEMORANDUM OF UNDERSTANDING
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- **Uniform Allowance**
  January 1, 1996, an increase of $100 (total of $450);
  January 1, 1997, an increase of $150 (total of $600);
  January 1, 1998, an increase of $150 (total of $750);
  January 1, 1999, an increase of $50 (total of $800).

- **Tiller Operator Pay**
  January 1, 1997, Fire Unit employees qualified as a Tiller Operator and assigned will receive an additional 5% of base pay while performing that duty.

- **Deputy Fire Marshall IV**
  January 1, 1997, Fire Unit employees assigned as a Deputy Fire Marshall IV will receive 10% above the Firefighter top salary step.

- **Call-Back Pay**
  January 1, 1996, four (4) hours of call-back pay at the regular hourly rate of pay or time and one-half (1 1/2) at the regular rate of pay for time worked, whichever is greater.

- **Holidays**
  January 1, 1996, one (1) additional hour in recognition of Cesar Chavez Day, per month, for a total of fourteen (14) hours additional pay, per month, in 14 holidays.
  January 1, 1996, the fourteen (14) hours of additional pay converted to the dollar value and added to base salary for each Fire Unit classification.

- **Medicare Supplement Coverage**
  January 1, 1996, supplemental Medicare coverage for Fire Unit employees upon reaching age sixty-five (65).

- **Vacation Allowance**
  January 1, 1996, one (1) additional day of vacation allowance, per year, for each additional year of service after twenty-two (22) or more continuous years of service.
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- LTD Insurance January 1, 1996, Fire Unit employees covered by the City’s Long Term Disability Program.

- Term Life Insurance January 1, 1997, Fire Unit employees covered by the City’s Term Life Insurance, equal to one and one-half time (1 1/2) base annual salary.

Based on the above provisions, we have reflected the 1996 salaries for job classifications in the Fire Unit as attached (Appendix A). If you have any questions or need additional clarification in this regard, please give me a call at 8344.

MCKINLEY LLOYD
DIRECTOR OF PERSONNEL SERVICES

GEORGE F. DYST
DEPUTY DIRECTOR/EMPLOYEE RELATIONS OFFICER
ML/GFB:sgr

Attachment

cc: John Geer, Deputy Finance Director
    Doug Ratto, Fire Chief
    Walter Trainor, Deputy Fire Chief
    Judy Ng, Supervising Accounting Office Assistant, Finance
    Barbara Sellers, Senior Accounting Office Assistant, Fire Personnel Services-Benefits Section
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

APPENDIX "A"

SALARY ADJUSTMENTS FOR CALENDAR YEAR 1996

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<td>$3259-3426-3602-3787-3981-4185</td>
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<td>20B</td>
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<td>20524</td>
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<td>20545</td>
<td>Firefighter</td>
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<td>$2679-2817-2951-3113-3272-3440-3616-3802</td>
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<tr>
<td>20819</td>
<td>Firefighter Trainee</td>
<td>20E</td>
<td>$2277 - $2393</td>
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**Marshal Series**
- Deputy Fire Marshal I: To be paid same as Firefighter
- Deputy Fire Marshal II: To be paid 5% above Firefighter top step
- Deputy Fire Marshal III: To be paid 7.5% above Firefighter top step
- Fire Captain (FM I): To be paid 5% above Fire Captain top step
- Fire Captain (FM II): To be paid 7.5% above Fire Captain top step
- Fire Captain (FM III): To be paid 10% above Fire Captain top step

**Paramedic Series**
- Fire Paramedic (NA): To be assigned 6.5% pay in rank
- Paramedic I: To be paid 11.5% above Firefighter top step
- Paramedic III: To be paid 14% above Firefighter top step
- Paramedic V: To be paid 16.5% above Firefighter top step
- Paramedic Fire Captain: To be paid 11.5% above Fire Captain top step

**Other Duties**
- Firefighter/Engineer Operator: To be paid 5% above Engineer top step

**Other Pay Incentives**
- Certificate Pay: Intermediate - 3% of top step of rank
  Advanced - 6% of top step of rank
- Education Pay: 3% of top step of rank
- EMT Pay: 5.5% of top step of rank
- HAZ/MAT Pay: 5% of top step of rank
August 19, 1996

TO: Mayor and Stockton City Council

FROM: McKinley Lloyd, Director of Personnel Services

SUBJECT: FIRE UNIT MEMORANDUM OF UNDERSTANDING

On Monday evening, a resolution will be presented for your consideration of the terms and conditions of employment between the Stockton Firefighters’ Local No. 1229, International Association of Firefighters and the City of Stockton.

DISCUSSION

Background

The proposed Fire Unit Memorandum of Understanding covers the period of January 1, 1996 through December 31, 2000. On July 25, 1996, the membership of the Stockton Firefighters’ Local No. 1229 ratified the proposed Fire Unit Memorandum of Understanding.

Present Situation

The key salary provisions of the agreement between the Stockton Firefighters’ Local No. 1229 and the City of Stockton are consistent with the authorization approved by the Stockton City Council. These key salary provisions are summarized below for reference:

- **Term**: Five (5) year agreement (1-1-1996 through 12-31-2000)

- **Salary**: Two percent (2%) effective 1-1-1996; 80% of CPI (min. 2.5%, max. 6%) 1-1-1997, 1998, 1999, 2000.


- **EMT Paramedic Pay**: 1-1-1996, an increase of 1.5%, and an additional .5% 1997, 1998, 1999.
FIRE UNIT MEMORANDUM OF UNDERSTANDING

- Deferred Compensation 1-1-1998, City to provide 1% of the employee's current base salary in the City's deferred compensation plan; 1-1-1999, an additional 1% for total of 2%; 1-1-2000, an additional 1% for total of 3%.

FINANCIAL SUMMARY

The proposed Fire Unit Memorandum of Understanding is within the parameters set by the Stockton City Council. The anticipated average annual cost increase will be approximately $663,943. Cost for subsequent years of this Agreement may increase if the Consumer Price Index (CPI) is above 3.1%, since salary changes will be 80% of the CPI change.

RECOMMENDATION

It is recommended that the subject resolution be adopted.

Respectfully submitted,

MCKINLEY LLOYD
DIRECTOR OF PERSONNEL SERVICES

APPROVED:

DWANE MILNES, CITY MANAGER

GEORGE P. BIST
DEPUTY DIRECTOR/EMPLOYEE RELATIONS OFFICER

ML:GFB/sgr
Resolution No. 96-0420

STOCKTON CITY COUNCIL

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the Fire Unit Memorandum of Understanding ("MOU") agreed to between the representatives of the City of Stockton, by and through the City Manager and the Stockton Firefighters' Local No. 1229, International Association of Firefighters, attached as Exhibit "A" and incorporated by reference, is hereby accepted and approved by this City Council for the period commencing January 1, 1996 through December 31, 2000.

2. That the City Manager is hereby authorized and directed, on behalf of the City of Stockton, to take such action as deemed necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED ______ AUG 19 1996 ______

JOAN DARRAH, Mayor
of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk
of the City of Stockton
CITY OF STOCKTON

FIRE UNIT
MEMORANDUM OF UNDERSTANDING

The Stockton Firefighters' Local #1229, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees employed in the representation unit identified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding 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 joint recommendations of the undersigned for salary and employee benefit adjustments for the sixty (60) months period (January 1, 1996 through December 31, 2000) effective the date of execution of this Agreement.
# FIRE UNIT MEMORANDUM OF UNDERSTANDING

## FIRE UNIT MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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 Union Recognition

The Stockton Firefighters' Local #1229, International Association of Firefighters, hereinafter referred to as the "Union" is the recognized employee organization for the Firefighters' Unit, certified pursuant to Resolution No. 32.548, adopted by the City Council on August 11, 1975.

Section 2. Union Security

2.1 Dues Deduction

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

Payroll deductions shall be for a specified amount and consistent for all employee members of the Union 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 authorized 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 Union as the person authorized to receive such funds, at the address specified.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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

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

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

### 2.2 Use of City Facilities

The Union 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 Union business, such as times and places of meetings; provided such use does not interfere with the needs of the department.

Any representative of the Union 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 Union 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 heads.

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

Members of the Union are prohibited from using City equipment and/or time for their own personal use.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

2.3 **Advance Notice**

Except in cases of emergency, reasonable advance written notice shall be given to the Union if affected by any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to negotiate, if requested, with the designated management representatives prior to the adoption.

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

2.4 **Attendance at Meetings by Employees**

City employees who are official representatives or unit representatives of the Union 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 request an excused absence prior to the scheduled meeting, whenever possible. Except by mutual agreement the number of employees excused for such purposes shall not exceed three per recognized bargaining unit.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

Section 3. Compliance with Federal Laws

3.1 The City and the Union agree that there shall be no discrimination of any kind because of race, creed, color, religion, national origin, sex, disability, political affiliation or legitimate Union 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 Union shall cooperate with the City in the objectives of Affirmative Action as defined by Federal and State Regulations.

3.3 Fair Labor Standards Act. The City and the Union shall cooperate with each other to promptly resolve any issue which may arise during the term of this agreement regarding compliance with the Fair Labor Standards Act. Any dispute which involves the interpretation or application of the Fair Labor Standards Act may be referred to the City Manager by the complaining party or by the Director of Personnel Services. Such referral shall be in writing, detailing the specific issue(s) 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 Personnel Services to investigate the merits of the dispute, to meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

The interpretation and application of the Fair Labor Standards Act with regard to the following provisions: Work Out of Classification, Training Time, Compensatory Time Payoff, Shift Trades, Rank for Rank Relief, Continuing Education for Paramedics, and Calculation of Overtime Pay for Fire Suppression Personnel, shall be administered in accordance with the Letter of Understanding dated May 5, 1986, between the City and the Union attached as Appendix "C".

3.4 The City of Stockton Charter, Article XVI, Section 1607 is attached as reference.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

Section 4. Probation

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

All original entrance positions shall be tentative and subject to a probationary period of twelve (12) months. The probationary period for entrance positions shall not be extended.

4.3 Retention/Rejection of Probationer

The Director of Personnel Services 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 Personnel Services 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.

4.4 Promotional Positions

Promotional appointments in the Fire Department are permanent appointments not subject to a probationary period.
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. The appointing authority shall have the power to determine, after consideration of work requirements, the efficiency and conduct of individual employees, and their length of service, the order in which employees shall be laid off.

5.2 Layoff Scope

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

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

1. City Attorney
2. City Auditor
3. City Clerk
4. City Manager
5. Community Development
6. Finance
7. Fire
8. Housing and Redevelopment Department
9. Library
10. Management Information Services
11. Municipal Utilities
12. Parks and Recreation
13. Personnel
14. Police
15. 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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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  (c) Temporary
(b) Provisional  (d) Probationary

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

The following provisions shall apply in computing total continuous service:

(a) Time spent on military leave shall count as service in the event the leave was taken subsequent to entry in the department.

(b) Time worked in an extra help, seasonal, provisional, temporary, grant or other limited term status shall not count as service.

(c) Time worked in a permanent or probationary status shall count as service.

If two (2) or more employees have the same seniority, the order of seniority shall be determined by lot.

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 Personnel Services as having the least (total service) seniority. 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 (total service) seniority.
Section 6. 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 the reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur. The employee shall not be placed on said list or lists without his/her request.

The order in which names shall be placed on the reemployment list for any class shall be established by resolution from time to time by the Commission. The Commission shall determine this order by impartial investigation based upon consideration of work requirements, the efficiency and conduct of the individual employees, their length of service, and recommendation by the appointing authority and the chief of the department under whose jurisdiction the individual was previously employed.

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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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 of the following actions:

(a) File no appeal.

(b) File an appeal with the Civil Service Commission within ten (10) working 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 8.2 within ten (10) working days of written notification of the action.

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

City of Stockton business working hours are Monday through Friday, excluding holidays.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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, regulations and resolutions 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 Personnel Services within ten (10) working days of the time at which the affected employee received written notification of such action.

The City of Stockton business working hours are Monday through Friday, excluding holidays.

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) working days from the day of presentation, or if the employee elects to submit his grievance directly to the Union recognized as the representative of his classification, the procedures hereinafter specified may be invoked.

(b) Step 2 - Director of Personnel Services Review. Any employee or any official of the Union may notify the Director of Personnel Services in writing that a grievance exists stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Personnel Services shall have fourteen (14) working 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 (2) paragraphs which has not first been filed and investigated in accordance with this paragraph, except for the resolution of compensation complaints.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

(c) **Step 3 - City Manager Review.** Any grievance which has not been resolved by the procedures hereinabove set forth may be referred to the City Manager by the complainant or by the Director of Personnel Services. 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 Personnel Services to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not the Union, to meet also with the officials of the Union, and to settle the grievance or to make recommendations to the City Manager.

(d) **Step (4) - Arbitration.** If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(e) **Effect of Decision.** Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto except as provided otherwise herein.

8.4 **Scope of Arbitration**

No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union 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 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. The arbitrator selected pursuant to this Section shall not 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 arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.
8.5 Other Provisions

If the Director of Personnel Services, in pursuance of the procedures outlined above, or the City Manager in pursuance of the procedures outlined above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute his judgement for the judgement 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 sixty (60) 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 Union 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) of subsection 8.3 above shall be taken unless it is determined that the employee is not availing himself of such option.

No action under paragraph (d) of subsection 8.3 above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Personnel Services will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

Section 9. Leaves

9.1 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:

(1) Less than one (1) year of continuous employment: Thirteen (13) days per year (6 1/2 shifts).

(2) After one (1) or more years of continuous employment: Eighteen (18) days per year (9 shifts).

(3) Employees shall receive one (1) additional day of vacation leave allowance, per year, for each additional year of service after twenty-two (22) or more continuous years of employment.

(b) Earned Time Allowance. In addition, employees covered by this Memorandum of Understanding shall be entitled to Earned Time (ET) in accordance with the following schedule (Addendum dated December 29, 1995, Council Resolution No. 96-0008, adopted January 2, 1996):

(1) Four (4) years of continuous employment: Seven (7) days (3 1/2 shifts) either time or pay.

(2) Eight (8) years of continuous employment: Ten (10) days (5 shifts) either time or pay.

(3) Fourteen (14) years of continuous employment: Fifteen (15) days (7 1/2 shifts) either time or pay.

(4) Twenty-two (22) years of continuous employment: The City shall increase the salary step of Firefighter, Firefighter ENGINEER, and Fire Captain by 8.25%, as best fitted to the City of Stockton’s Salary Matrix.

Employees with 22 years of continuous employment will be permitted to exercise their vacation allowance in Section 9.1(a) of the Fire Unit Memorandum of Understanding on a flexible basis (i.e., in either time or pay) in accordance with the rules and regulations governing time off for earned time allowance for employees who do not have twenty-two years of continuous employment (i.e., 2 1/2 shifts must be scheduled, and the remaining shifts are unscheduled to be taken by the employee in either time or pay.).
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

(b) For those Fire Unit employees who have retired since July 1, 1994, or whose final year of compensation overlaps into that period, the administrative retroactivity shall be limited to the City paying PERS for any earned time sold during that period.

(5) Twenty-five (25) years of continuous employment: The City shall increase the salary step of Firefighter, Firefighter/Engineer, and Fire Captain by 9.0% as best fitted to the City of Stockton’s Salary Matrix. Effective September 1, 1996, the Memorandum of Understanding shall reopen for negotiation for the sole and exclusive purpose of bargaining over changes to the provisions of this paragraph.

(6) The parties commit to return to the former earned time allowance procedure in the event that PERS changes its interpretation concerning the compensability of the former procedure for earned time allowance.

(c) Accrual.

(1) For the purpose of scheduling only, earned time shall be credited upon the commencement of the calendar year in which the employee’s 4th, 8th, 14th, or 22nd anniversary date occurs.

(2) Employees shall accrue vacation on a twice monthly basis.

(d) Sell-back.

Employees may sell-back up to a maximum of six and one-half (6 1/2) shifts of vacation per year and after 22 years additional days as provided in Section 9.1(a) (3).

(e) Scheduling.

(1) Minimum of two and one-half (2 1/2) consecutive shifts of vacation must be scheduled per year.

(2) Any vacation scheduled not contiguous with the five (5) consecutive shifts will be scheduled by the mutual agreement of the employee and the Fire Chief.

(f) Carryover.

(1) Employees covered by this Memorandum of Understanding shall be entitled to carryover a combination of unused vacation benefits and earned time to a maximum at any time of twenty (20) days (ten (10) shifts) in addition to the individual employee’s current annual vacation benefit. It is understood that employees must take all accrued vacation and earned time before a request for leave of absence will be granted.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

(2) The use of carryover time must be scheduled in advance. If carryover time is not utilized in the carryover year, it will be paid.

(g) Vacation Allowance for Separated Employees. When an employee is separated from service, his remaining vacation allowance, if any, shall be added to his final compensation.

In the event an employee terminates prior to the completion of that calendar year, such credits will be reduced to reflect the actual term of employment. For the purpose of this proration, any month will be considered to be one-twelfth (1/12) of a year.

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 and earned time (ET) benefits, deducting therefrom the amount of time between the date of resignation and the date of reinstatement which shall not be counted in determining eligibility.

9.2 Sick Leave

(a) Accrual. All regular employees, except provisional, temporary and part-time employees, shall accrue sick leave at the rate of fifteen (15) 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/her from performing his/her duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

(c) Family Sick Leave. Employees may utilize sick leave in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care. Such sick leave shall be limited, by the Department Head, to the time reasonably required to make other arrangements for such care.

Such leave shall be restricted to the employee's parents, spouse, mother-in-law, father-in-law, child, step child, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

(d) Procedures for Requesting and Approving Sick Leave. Notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD), at the earliest reasonable time, but not later than 0715
hours of the day scheduled for duty. When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request authorization for such sick leave from the department head prior to such absence.

Before an employee may be paid for the use of accrued sick leave, he/she 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/her 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.

(c) **Doctor's Certificate or Other Proof.** If an employee's illness results in an absence from work for more than two (2) consecutive shifts, then a doctor's certificate or other reasonable proof of illness may be required by the department head.

The department head and the Director of Personnel Services 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.

(g) **Accessibility and Reporting.** All officers and members of the department on leave for sickness shall be available by telephone or at their home for consultation by Battalion Chiefs. Exceptions to this rule shall only be made with the permission of the attending physician and Chief of the Fire Department.

All officers and members of the department on leave for sickness for extended periods of time will make weekly progress reports by telephone to the Chief of Fire's office.

(h) **Return to Duty.** Upon availability for return to duty, the employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD), at the earliest reasonable time, but not later than 1800 hours on the day prior to his next scheduled duty period.

(i) **Payment for Unused Sick Leave.** Upon separation with ten (10) years or more of service, 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 value.
9.3 **Other Leaves With Pay**

(a) **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 paragraph, the immediate family shall be restricted to the employee's parents, spouse, mother-in-law, father-in-law, child, step child, brother, sister, 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.

(b) **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:

Said absence from duty will be with full pay for each day the employee served 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, through the employee's department head within fifteen (15) days after receipt all fees received except those specifically allowed for mileage and expenses. Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the City through the employee's department head.

Attendance at court or at a deposition while in an on-duty status 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 be considered and paid as hours worked.

Other absences from duty for attendance at court or at depositions shall be without pay.

On-duty employees shall return to work immediately upon release from court.

Attendance at court or at a deposition while in an off-duty status 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, where such travel is to a location outside of San Joaquin County, shall be considered and paid as hours worked.

For the purpose of computing travel time for attendance at court or at a deposition while in an off-duty status, such travel time shall be deemed to commence from the San Joaquin County Courthouse.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

(c) **Maternity Leave.** Time off the job for pregnancy, childbirth and related medical conditions will be covered as required by State and Federal law and City policy consistent therewith. Employees may use sick leave, leave without pay, annual leave or a combination of these benefits depending on the nature of the case and the time medically required to recuperate. Generally a six (6) week recovery period after delivery is medically indicated.

(d) **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) calendar 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 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 twelve (12) 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 twelve (12) months, or having served the minimum probationary period of twelve (12) months but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency, but said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit as above specified and shall serve the balance of their probationary period before attaining the status of a regular employee.

Two (2) or more regular 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.
9.4 Workers' Compensation Leave

Notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD) at the earliest reasonable time, but not later than 0715 hours of the day scheduled for duty.

Whenever any City Firefighter is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence while so disabled without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one year, or until such earlier date as he/she is retired on permanent disability pension.

If injury is claimed to be job related or a recurrence of a previous job related sickness or injury it must be verified with a written physician's statement otherwise disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received within three (3) days of initial absence. The company officer should originate a "Supervisor's Report of Accident" form 78.

Accessibility and Reporting. All officers and members of the department on leave for injury (job related or non-job related) shall be available for telephone or at their home for consultation by Battalion Chiefs. Exceptions to this rule shall only be made with the permission of the attending physician and Chief of the Fire Department.

All officers and members of the department on leave for injury (job related or non-job related) for extended periods of time will make weekly progress reports by telephone to the Chief of Fire's office.

Return to Duty. Upon availability for return to duty, member shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD), at the earliest reasonable time, but not later than 1800 hours on the day prior to his next scheduled duty period.
9.5 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 the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the department head under this Section shall be subject to review by the 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 of the month in which the employee was paid except that employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plan by prepayment of the monthly premium during the authorized leave of absence.

Authorized absence without pay which exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee is required to be absent from 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.
9.6 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 the Section.

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

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 Personnel Services. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

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

(b) Application for and Approval of 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 at any time.

9.7 Absence Without Official Leave (AWOL)

(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 or City Manager or at the expiration of a leave, shall be considered an absence without leave.

(b) Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from the City of Stockton.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

Section 10. Days and Hours of Work

10.1 **Workweek**

The regularly scheduled workweek for each member of the Fire Unit assigned to fire suppression duties shall average fifty-six (56) hours over a twelve (12) week period. The regularly scheduled workweek for each member of the Fire Unit assigned to the Fire Prevention Bureau or the Division of Training shall be forty (40) hours. (For purpose of compliance with the Fair Labor Standards Act, a work period of 204 hours in a twenty-seven (27) day cycle shall be declared by the Chief of Fire for these personnel on or before April 15, 1986.) Other work periods may be declared by the Chief of Fire for some or all members of the Fire Unit when dictated by operational requirements of the Fire Department. All working shifts will commence at 8:00 a.m. with the exception of the Fire Prevention Bureau employees and Division of Training employees, whose hours shall be determined by the Chief of Fire.

10.2 **Shift Trades**

Fire Unit employees will be allowed to trade shifts. Shift trade privileges shall be determined and administered by the Chief of Fire.

10.3 **Staffing Policy**

For the term of this Agreement, Special Bulletin No. 23, Staffing Policy dated March 29, 1988, attached as Appendix "D," shall remain in effect with the following exceptions:

Effective the date of the adoption of this Agreement, the former total of 63 staffed positions, per shift (which includes two (2) Battalion Chiefs), is reduced to 61 staffed positions, per shift (which excludes two (2) Battalion Chiefs).

Effective January 1, 1992, the 61 staffed positions, per shift, shall be reduced to 60 staffed positions, per shift. With the addition of Engine No. 14, the staffing will be increased from 60 to 64 positions per shift.

Truck Company 4 shall be reduced from five (5) to four (4) positions; a minimum complement of one (1) Fire Captain, one (1) Engineer, and two (2) Firefighters.

Effective January 16, 1993, Special Bulletin No. 23, Staffing Policy dated March 29, 1988, Item No. 5, attached as Appendix "D," shall be amended as follow: The Tactical Support Unit shall be a minimum complement of two (2) personnel, one of which shall be a Paramedic, and a Fire Captain seventy percent (70%) of the time.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

Section 11. Overtime

11.1 Definition

(a) For the purpose of determining whether an employee is to be paid at the rate of time and one-half (1 1/2) for hours worked in excess of 216 hours in a twenty-seven (27) day work period, hours worked shall include all paid time as well as all time worked.

(b) For Fire Prevention Bureau employees and Division of Training employees overtime shall be paid at the rate of time and one-half (1 1/2) for all hours in excess of forty (40) hours in a seven (7) day work period for which they are in a paid status because of the performance of work and/or the use of paid leave.

11.2 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.

(b) Use: Such compensatory time must be taken during the same twenty-seven (27) day work period in which it is earned and will be credited on an hour off for hour worked basis. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the department head or his designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that he/she is unable to take accrued compensatory time during the same twenty-seven (27) day work period in which it is earned, pay for such time shall be provided at straight time or time and one-half (1 1/2) depending upon the number of hours worked by the employee during the work period.

(c) Compensatory Time for Sworn (40) Hour Personnel shall be provided in accordance with Fire Department's Policy and Procedures. Article J, Section 3B.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

Section 12. Holidays

(a) Effective January 1996, Cesar Chavez Day will be recognized as a holiday. Fire Service employees shall receive one (1) additional hour, per month, for a total of fourteen (14) hours additional pay, per month, in lieu of holidays.

(b) Effective January 1996, and after implementing subsection (a) above, all fourteen (14) hours of additional pay will be converted to its effective dollar value and added to the base salary for each classification. The formula used for this calculation will be to approximate the different hourly rates and agree to use 6.9%, as best fitted to the City of Stockton’s Salary Matrix.

(c) In addition, a day appointed by the President or Governor as a public holiday shall be observed by the City.
Section 13. Compensation and Allowances Other Than Base Salary

13.1 Retirement Contribution Supplement

The City contributes an additional nine percent (9%) of the employee's current base salary and other compensation as qualified by State law toward P.E.R.S. Such amounts will be applied to the employee's individual account in accordance with Government Code Section 20615.

13.2 Military Service Credit

The City will make application to P.E.R.S. to provide for military service pursuant to the provisions of Government Code Section 20930.3, at the employee's expense, effective upon adoption by Stockton City Council and P.E.R.S. Administration Board.

13.3 P.E.R.S.

(a) PERS Government Code Section 20615.5 Employer Paid Member Contributions as Compensation. Employees, at the beginning of their last year of employment, will pay their employees nine percent (9%) benefit cost through an automatic payroll deduction. The base salary for those employees will be increased by that same nine percent (9%) for the last twelve (12) months of employment (IRS Code 414H(2) will be concurrently implemented with PERS amendment).

(b) Effective January 1, 1997, the PERS Sick Leave Conversion. Government Code 20965, will be added as a PERS benefit.

(c) Effective January 1, 1997, the PERS Survivor Benefit Level 4, Government Code 21382.5, will added as a PERS benefit.

(d) Effective January 1, 1997, the PERS Post-Retirement Survivor Allowance to Continue After Remarriage, Government Code 21266, will be added as a PERS benefit.

(e) Effective January 1, 1997, PERS Continuation of Death Benefit after Remarriage, Government Code 21373, will be added as a PERS benefit.
13.4 **Certificate Incentive Pay**

Effective January 16, 1993, the City will pay three percent (3%) of top step of rank for sworn Fire Service Unit employees who attain an Intermediate Certificate.

Effective January 16, 1993, the City will pay six percent (6%) of top step of rank for sworn Fire Service Unit employees who attain an Advanced Certificate.

13.5 **Educational Incentive Pay**

Effective January 1, 1996, 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 rank. 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/her diplomas/degrees, 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.

13.6 **P.E.R.S. 2% at Age 50 Retirement**

The City shall contribute an amount required by P.E.R.S. to retain the present 2% at age 50 Retirement Program.

13.7 **Emergency Medical Technician Certification**

(a) Effective January 1, 1996, the City will pay five and one-half percent (5.5%) of top step of rank for sworn Fire Service Unit employees who possess a current and valid Emergency Medical Technician I certificate.

(b) Effective January 1, 1997, the City will pay an additional one-half percent (.5%) of top step of rank for sworn Fire Service Unit employees who possess a current and valid Emergency Medical Technician I certificate, for a total of six percent (6%).

(c) Effective January 1, 1998, the City will pay an additional one-half percent (.5%) of top step of rank for sworn Fire Service Unit employees who possess a current and valid Emergency Medical Technician I certificate, for a total of six and one-half percent (6.5%).

(d) Effective January 1, 1999, the City will pay an additional one-half percent (.5%) of top step of rank for sworn Fire Service Unit employees who possess a current and valid Emergency Medical Technician I certificate, for a total of seven percent (7%).

(e) Effective January 1, 1999, the value of the EMT pay will be added to base salary. The EMT pay will no longer exist at that time.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

13.8 **HAZ/MAT Assignment**

Effective January 16, 1993, the City will pay five percent (5%) of top step of rank for sworn Fire Service Unit employees actively assigned to the HAZ/MAT response team (Engine One). This section applies to a total certified and assigned complement of twelve (12) employees.

13.9 **Paramedic Certification**

(a) Effective January 1, 1996, the City will pay Fire Service Unit employees who are assigned and possess a valid Paramedic certificate as follows:

1. Fire Paramedic (NA) to be assigned 6.5% pay in rank.
2. Paramedic I 11.5% above Firefighter top step.
3. Paramedic III 14% above Firefighter top step.
4. Paramedic V 16.5% above Firefighter top step.
5. Paramedic Fire Captain 11.5% above Fire Captain top step.

(b) Effective January 1, 1997, the City will pay Fire Service Unit employees who are assigned and possess a valid Paramedic certificate an additional one-half percent (.5%).

(c) Effective January 1, 1998, the City will pay Fire Service Unit employees who are assigned and possess a valid Paramedic certificate an additional one-half percent (.5%).

(d) Effective January 1, 1999, the City will pay Fire Service Unit employees who are assigned and possess a valid Paramedic certificate an additional one-half percent (.5%).

(e) Effective January 1, 1999, the value of the paramedic pay will be added to base salary. The paramedic pay will no longer exist at that time.
13.10 **Deferred Compensation**

Employees in this unit may participate, at no cost to the City, in the City's deferred compensation plan.

(a) Effective January 1, 1998, the City will provide, in addition to normal salary, a contribution to expand retirement benefits to one percent (1%) of the employee's current base salary in the City's deferred compensation plan.

(b) Effective January 1, 1999, the City will provide, in addition to normal salary, a contribution to expand retirement benefits an additional one percent (1%) of the employee's current base salary, for a total of two percent (2%), in the City's deferred compensation plan.

(c) Effective January 1, 2000, the City provide, in addition to normal salary, a contribution to expand retirement benefits an additional one percent (1%) of the employee's current base salary, for a total of three percent (3%), in the City's deferred compensation plan.

13.11 **Uniform Allowance**

Effective January 1, 1996, employees in this unit shall receive, as additional annual compensation, a uniform allowance in the amount of $450.00; January 1, 1997, a uniform allowance in the amount of $600; January 1, 1998, in the amount of $750; and January 1, 1999, in the amount of $800.

One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.12 **Contagious Disease**

The City shall make available, at no cost to the employee, Hepatitis B vaccination and monitor employee exposure to tuberculosis.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

Section 14. Insurance Plans

14.1 Health Insurance and Related Benefits

(a) Commencing with the execution of this agreement, the City will provide for hospitalization, medical, dental/orthodontic, vision and prescription benefits. Effective February 1, 1993, the City will contribute all premiums necessary for these benefits for the term of this Memorandum of Understanding. Effective February 1, 1993, the medical plan is the City's modified employee medical plan which is summarized on Appendix "E," attached hereto.

(b) 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.

(c) 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) Effective January 1, 1999, the orthodontic benefit coverage will increase from One Thousand Dollars ($1,000) to Two Thousand Dollar ($2,000) lifetime maximum.

14.2 Retirement Medical Allowance

(a) 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 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.

(3) Prescription Coverage. Prescription coverage will be provided for retirees and one (1) dependent.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

(4) The medical plan for employees retiring on or after February 1, 1993, shall be the City's modified employee medical plan.

(a) When this agreement expires on December 31, 2000, as provided for in Section 19 of this agreement, then and in that event, any and all subsequent increased premium costs required to maintain the benefits provided for in this Section shall be the responsibility of the retiree and said increased costs shall be charged the retiree as may be necessary for the months subsequent to December 31, 2000, unless otherwise agreed to by the parties hereto.

(b) Employees retiring on or after January 1, 1996, who are eligible for retirement medical allowance may continue to be covered by the City's medical plan when they reach age 65 as supplemental coverage to MediCare or any other medical plan available to the retired employee.

(c) **Long Term Disability Insurance:** Effective January 1, 1996, employee will be covered by the City's Long Term Disability Program. The certificate of coverage will be provided to the Union.

(d) **Term Life Insurance:** Effective January 1, 1997, employees will be covered by the City's Term Life Insurance, equal to one and one-half (1 1/2) time base annual salary. The certificate of coverage will be provided to the Union.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

Section 15. Salary Plan

15.1 Salary Ranges

The salary ranges for all employees in the aforementioned representation unit will be as set forth in Appendix "A," and "B," which are attached hereto and made a part hereof. All salaries hereby established and explained in other parts of Section 15 shall be salaries as fitted to the City of Stockton standard salary schedule matrix. The rates of pay set forth in Appendix "A," and "B," represents for each classification the standard rate of pay or how they will be calculated for full time employment, unless the schedule specifically indicates otherwise.

15.2 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary 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 only when in the judgement 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.

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15.4 **Salary Step Plan**

There shall be eight (8) salary steps for the classification of Firefighter. There shall be six (6) salary steps in each range for the classifications of Firefighter/Engineer and Fire Captain.

The **first step** shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first step after receiving the recommendation of the department head. The same provision shall apply to hourly-paid and part time employees.)

If a department head recommends to withhold increases to salary steps two (2) through eight (8) because an employee has not achieved the level of performance required, notice must be received by the City Manager at least four weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation.

The **second step** shall be paid upon the satisfactory completion of one year service at the first step.

The **third step** shall be paid upon the satisfactory completion of one year service at the second step.

The **fourth step** shall be paid upon the satisfactory completion of one year service at the third step.

The **fifth step** shall be paid upon the satisfactory completion of one year at the fourth step.

The **sixth step** shall be paid upon the satisfactory completion of one year at the fifth step.

The **seventh step** shall be paid upon the satisfactory completion of one year at the sixth step.

The **eighth step** shall be paid upon the satisfactory completion of one year at the seventh step and upon the written recommendation of the department head.

As an exception to the foregoing, employees promoted to the rank of Fire Captain shall be eligible for step increases upon the satisfactory completion of six (6) months service in each step of the Fire Captain salary range. Regardless of an employee's length of service, 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 No. 6 of the Firefighter/Engineer and Fire Captain salary ranges, and not above Step No. 8 of the Firefighter salary range.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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.

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.

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

15.5 Salary Step After Military Leave

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

15.6 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.

15.7 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5%) above the rate the employee has been receiving, except that the next step shall not exceed the maximum salary of the higher rank. 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 rank to which demoted.

15.8 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.
15.9 **Acting Pay**

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

15.10 **Special Assignment Pay**

Fire Captains assigned to a forty (40) hour work week performing the duties of a permanent forty (40) hour work assignment, such as Fire Captains assigned to training or Fire Captains assigned to supervise the Communications Center, will receive additional compensation of five percent (5%) above their regular rate of pay. The duration of each individual assignment is at the sole discretion of the Fire Chief.

Temporary assignments for any reason do not receive the additional compensation.

15.11 **Call-Back Pay**

Employees called back to work after he/she has worked a scheduled shift and has departed from the work site shall earn four (4) hours of call-back at the regular hourly rate of pay or time and one-half (1 1/2) of his/her regular rate of pay for time worked, whichever is greater.

15.12 **Tiller Pay**

Effective January 1, 1997, employees qualified as a Tiller Operator and assigned to perform that duty shall receive an additional five percent (5%) of current base pay while performing that duty.

15.13 **Deputy Fire Marshal IV**

Effective January 1, 1997, employees assigned as Deputy Fire Marshal IV shall receive ten percent (10%) above Firefighter top step.

15.14 The Union/City to review firefighter’s top salary step with salaries from sixteen (16) other agencies that have been reviewed in the past to determine Stockton’s relative position to the bottom of the top 1/3 of those agencies. If Union/City cannot agree on an adjustment, based on the joint review, the sole issue of the salary position will be taken before an arbitrator for binding arbitration. The Union/City review should begin by October 1, 1999. The selection of an arbitrator, if necessary, should occur on January 2, 2000.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)


In the event that any provisions of this Memorandum of Understanding are 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 17. 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 Union.

Section 18. Scope of Agreement

(a) 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.

(b) During the term of this agreement, no further cost reduction measures as proposed in the Cresap-McCormick-Paget Study will be implemented by the City which adversely impact the wages, hours, and other terms and conditions of employment of the members of this bargaining unit without prior agreement of the parties. It being the intent of the parties hereto that this provision shall not take precedence over any other provision of this agreement.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

Section 19. Duration of Agreement

All provisions of this Memorandum of Understanding shall be effective the date of execution of this contract, and shall remain in full force and effect to and including the 31st day of December 2000, and shall continue thereafter from year to year unless at least sixty (60) days prior to the expiration date of December 31, 2000, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

Section 20. Maintenance of Operations

(a) It is recognized the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution through and inclusive of December 31, 2000, the Union or any person acting in its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, 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 Union, the City may take such remedial action as it deems appropriate.

(d) The Union 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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

In the event of any activity prohibited by subsection (a) hereinafore, the Union agrees to take supererogatory steps necessary to assure compliance with this Memorandum of Understanding.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding this [20] day of August 1996.

Stockton Firefighters' Local #1229
International Association of Firefighters

JERRY IRWIN, PRESIDENT
STOCKTON FIREFIGHTERS’ LOCAL NO. 1229

RON HITTLE, LOCAL NO. 1229
EXECUTIVE SECRETARY

LARRY LONG, LOCAL NO. 1229
EXECUTIVE BOARD MEMBER

DAVID MACEDO, LOCAL NO. 1229
VICE PRESIDENT

City of Stockton

DWANE MILNES
CITY MANAGER

GEORGE F. BIST
DEPUTY DIRECTOR/EMPLOYEE RELATIONS OFFICER

WALT TRAINER
DEPUTY FIRE CHIEF

SYLVIA RAMIREZ, SECRETARY

APPROVED AS TO CONTENT:
DWANE MILNES
CITY MANAGER

BY
CITY MANAGER

APPROVED AS TO FORM:
R. THOMAS HARRIS
CITY ATTORNEY

BY
CITY ATTORNEY
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

APPENDIX "A"

SALARY ADJUSTMENTS FOR CALENDAR YEAR 1996

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**Marshal Series**

- Deputy Fire Marshal I: To be paid same as Firefighter
- Deputy Fire Marshal II: To be paid 5% above Firefighter top step
- Deputy Fire Marshal III: To be paid 7.5% above Firefighter top step
- Fire Captain (FM I): To be paid 5% above Fire Captain top step
- Fire Captain (FM II): To be paid 7.5% above Fire Captain top step
- Fire Captain (FM III): To be paid 10% above Fire Captain top step

**Paramedic Series**

- Fire Paramedic (NA): To be assigned 6.5% pay in rank
- Paramedic I: To be paid 11.5% above Firefighter top step
- Paramedic III: To be paid 14% above Firefighter top step
- Paramedic V: To be paid 16.5% above Firefighter top step
- Paramedic Fire Captain: To be paid 11.5% above Fire Captain top step

**Other Duties**

- Firefighter/Engineer Operator: To be paid 5% above Engineer top step

**Other Pay Incentives**

- Certificate Pay: Intermediate - 3% of top step of rank
- Advanced - 6% of top step of rank
- Education Pay: 3% of top step of rank
- EMT Pay: 5.5% of top step of rank
- HAZ/MAT Pay: 5% of top step of rank
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

APPENDIX "B"

SALARY ADJUSTMENTS FOR CALENDAR YEAR 1997

Effective January 1, 1997, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix:

Salary increases effective January 1, 1997, shall be equal to eighty percent (80% of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W)), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. a CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

SALARY ADJUSTMENTS FOR CALENDAR YEAR 1998

Effective January 1, 1998, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix:

Salary increases effective January 1, 1998, shall be equal to eighty percent (80% of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W)), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. a CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

SALARY ADJUSTMENTS FOR CALENDAR YEAR 1999

Effective January 1, 1999, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix:

Salary increases effective January 1, 1999, shall be equal to eighty percent (80% of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W)), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. a CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase).

SALARY ADJUSTMENTS FOR CALENDAR YEAR 2000

Effective January 1, 2000, the Salary Schedule shall provide salary rates and ranges according to the following formula as best fitted to the Stockton Salary Matrix:

Salary increases effective January 1, 2000, shall be equal to eighty percent (80% of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W)), for the twelve (12) month period concluding with the November index of each preceding year. The salary increase shall be a minimum of two and one-half percent (2.5%) but not to exceed six percent (6%) (e.g. a CPI-W increase of nine percent (9%) would still result in a six percent (6%) increase)
LETTER OF UNDERSTANDING
FIRE

This is to set forth certain agreements and understandings between Stockton Fire Fighters' Local #1229, International Association of Fire Fighters, and the City of Stockton, through their designated representatives, as to the interpretation and application of the Fair Labor Standards Act with regard to the employees in the Fire Unit. The provisions set forth herein shall be binding on the parties and shall remain in effect for the duration of the existing Memorandum of Understanding.

1) Work Out of Classification

Employees assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which he or she does not hold a permanent appointment.

2) Training Time

The time spent by an employee for job related training in which participation is required as a condition of employment shall be considered as hours worked. Said training time shall be viewed as hours worked in lieu of the employee's normally scheduled shifts for that period. Employees shall participate in such training programs during their normally scheduled hours of work when provided by the City during those hours, unless there is a particular hardship or schedule conflict which precludes the employee's attendance, in which event approval to obtain such training during off duty hours must be requested and obtained in advance from the Fire Chief or his designated representative.

For example, a Firefighter who would normally work Tuesday and Friday (48 hours), but is sent to Asilomar for the period from Monday through Friday, will be credited as though he has worked his normal work shifts.

3) Comp Time Payoff

All employees with accrued compensatory time off which was accrued prior to April 15, 1986, shall be paid in cash by the City for such time on or before April 15, 1986, in the amount of one (1) hour of pay for each hour of accrued
Letter of Understanding

Fire
Page Two

, compensatory time. No employee may accrue compensatory time
after April 15, 1986, except in the manner provided in
Section 11.2 of the Memorandum of Understanding.

4) Shift Trades

The parties agree that the Fire Chief or his designated
representative shall undertake to amend Article J, Section 2
of the Fire Department Procedures Manual to allow Fire Unit
employees to have up to a maximum of nine (9) uncompleted
shift trades at any one time, and to provide that the period
during which shifts are to be traded and paid back shall not
exceed twelve (12) months.

5) Rank for Rank Relief

No change is to be made in the current policies and prac-
tices of the Stockton Fire Department which provide for rank
for rank relief to fill vacancies.

6) Continuing Education for Paramedics

The City will compensate members of the Fire Unit, retroac-
tively to January 1, 1986, and in the future, at their
straight time rate for time spent in continuing education
necessary to maintain their certification, up to a maximum
of forty-four (44) hours per calendar year.

7) Calculation of Overtime Pay for Fire Suppression Personnel

For purposes of computing overtime for Fire Unit employees
pursuant to the Fair Labor Standards Act the City will
comply with Section 778.109 of the Department of Labor
regulations concerning the calculation of the regular rate.
An example of that calculation process is attached hereto as
Appendix A.
CALCULATION OF OVERTIME FOR
FIRE SUPPRESSION PERSONNEL

Section 178.109 of the Department of Labor Regulations provides that the regular hourly rate of pay of an employee is determined by dividing his total remuneration for employment in the applicable work period by the total number of hours actually worked by the employee in that work period for which such compensation was paid. The example applicable in the case of a Fire Captain working suppression for the City of Stockton would be as follows:

$2795 = set salary for the 27 day work period
216 = number of "regular hours" worked within the 27 day period

Regular rate is computed as follows:

$2795/216 = 12.94

If hours worked = 204 through 216, then Overtime rate = 1/2 x 12.94 = 6.47

If hours worked greater than 216, then overtime rate = 1 1/2 x 12.94 = 19.41

If a particular Captain working suppression worked one 24-hour shift as Captain of overtime within the 27 day work period, overtime would be computed as follows:

Hours worked in excess of 216 = 24
Regular rate 12.94 x 1.5 = 19.41
19.41 x 24 = 465.44 overtime

If a particular Captain working prevention worked one 24 hour shift as Firefighter at overtime in suppression within the seven day work period, overtime would be computed as follows:

Hours worked in excess of 40 = 24
Regular Firefighter rate x 1.5 - Overtime rate
Overtime rate x 24 - overtime
Letter of Understanding
Fire
Page Three

3) Full Understanding

Local #1229 and the City of Stockton, through their designated representatives, have attempted in good faith to insure that the policies and practices of the City regarding overtime pay for the members of the Fire Unit are in conformance with the requirements of the Fair Labor Standards Act. This Letter of Agreement and the Agreement to amend the Memorandum of Understanding constitute the entire understanding between the parties on all matters subject to meeting and conferring over implementation of the Fair Labor Standards Act. Nothing herein shall prohibit the parties from further meeting and conferring over provisions of the Fair Labor Standards Act by mutual agreement. In the event it is determined by a court of competent jurisdiction after the date of this agreement that any policy or practice of the City of Stockton regarding overtime pay for the members of the Fire Unit is inconsistent with the Fair Labor Standards Act, the designated representative of Local #1229 and the City shall immediately meet and confer and amend such policy or practice to conform with the requirements of the Act.

AGREED TO BY THE UNDERSIGNED THIS _______ DAY OF MAY, 1986.

Stockton Firefighters' Local #1229, International Association of Firefighters

City of Stockton

ATTEST:

CITY CLERK
March 28, 1985

TO: Officers and Members, S.F.D.

FROM: Donald E. Irvine, Fire Chief

SUBJECT: STAFFING POLICIES OF THE STOCKTON FIRE DEPARTMENT

Except for extraordinary circumstances, the Stockton Fire Department will continue to maintain its constant staffing policy and its minimum staffing policy as follows:

(1) Engine companies, a minimum complement of one Fire Captain, one Engineer, and two Firefighters,

(2) Truck Company 2, a minimum complement of one Fire Captain, one Engineer, and three Firefighters,

(3) Truck Company 3, a minimum complement of one Fire Captain, one Engineer, and two Firefighters,

(4) Truck Company 4, a minimum complement of one Fire Captain, one Engineer, and one Firefighter,

(5) Paramedic squads, a minimum complement of two certified paramedics, 90% of the time, and

(6) At least two of the employees assigned for duty to an engine company that is a paramedic engine company shall be certified paramedics, 90% of the time.

Except for short-term absences, normally less than four hours, the Department will make every effort to maintain the above levels by filling in from the relief pool, or if the relief pool has been exhausted, by callbacks. Callbacks will be done in accordance with the Department policies in existence at the time of issuance of this policy.

DONALD E. IRVINE
FIRE CHIEF

[Signature]

DEI: WTK: ci
SPECIAL BULLETIN NO 23

March 20, 1966

TO: Officers and Members, S.F.D.

FROM: Donald E. Irvine, Fire Chief

SUBJECT: STAFFING POLICIES OF THE STOCKTON FIRE DEPARTMENT

Except for extraordinary circumstances, the Stockton Fire Department will continue to maintain its constant staffing policy and its minimum staffing policy as follows:

(1) Engine companies, a minimum complement of one Fire Captain, one Engineer, and two Firefighters,

(2) Truck Company 2, a minimum complement of one Fire Captain, one Engineer, and three Firefighters,

(3) Truck Company 3, a minimum complement of one Fire Captain, one Engineer, and two Firefighters,

(4) Truck Company 4, a minimum complement of one Fire Captain, one Engineer, and one Firefighter,

(5) Paramedic squads, a minimum complement of two certified paramedics, 90% of the time, and

(6) At least two of the employees assigned for duty to an engine company that is a paramedic engine company shall be certified paramedics, 90% of the time.

Except for short-term absences, normally less than four hours, the Department will make every effort to maintain the above levels by filling in from the relief pool, or if the relief pool has been exhausted, by callbacks. Callbacks will be done in accordance with the Department policies in existence at the time of issuance of this policy.

DONALD E. IRVINE
FIRE CHIEF

DEC: WRX: CI
CITY OF STOCKTON

MODIFIED EMPLOYEE MEDICAL PLAN (BENEFIT RECAP)

Plan Pays This Portion of Allowed Rate if Member Provider Used

$150 per person, per year (maximum 3 per family).

$1,000,000 Lifetime & Maximum

Rx 100% After $3 Generic/$5 Brand name employee co-pay for up to 60 day supply of prescription drugs & insulin. No vitamins, no birth control. (Note: Does not apply to dentists or max out-of-pocket).

Hospitalization 100% Semi-private room rate. Pre-admit certification required. If non-emergent, concurrent utilization review required. If non-emergency hospitalization in area where member hospitals are available (70%).

Surgeon/Anesthesiologist 100% Includes preventive care: pap, prostate - frequency by age guidelines.

Outpatient Surgery 100% Normal or C-Section for mom or spouse.

Outpatient Lab/Xray 100% Subject to utilization review and prior approval.

OB Maternity 100% 1st trimester of pregnancy within 72 hrs.

Home Health Care and Hospice 100% If health endangering or life threat, acute illness. Otherwise 50%

Radiation/Chemotherapy/Dialysis 100% For surgery or for other approved emergency services. (Non-emergency illness 50%)

Emergency Room 100% Ground or Air

ER Physician 100% Well baby care first 2 yrs. Frequent by pediatric guidelines. Immunizations for children and adults. (Except for travel vaccinations)

Ambulance 80% When ill.

Preventive Care 80% Of allowable amounts. Subject to utilization review. Getting panel providers.

Phys. Office Visits 80% 1st 5 visits per year. 60% next 10 visits per year. (Max. 15 visits per year. Does not apply to max out-of-pocket.) Must initiate thru the City’s E.A.P. Program.

Chiropractic Visits 80% To max. 32,000 per year.

Other Covered Services 80% Inpatient Psychiatric

Outpatient Psychoturapy 80% To max. 15 visits per year. For alcohol & drug counseling, detox / treatment. Must initiate thru the City’s E.A.P. Program. For active only, not retirees.

Alcohol and Drug Counseling/ Detox/Treatment 80% 

EMPLOYEE MAXIMUM OUT-OF-POCKET: After the employee saves $1,000 in co-insure 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.

This is a brief resume only. For details, contact the Plan Document or call San Joaquin Foundation for Medical Care.
SECTION 1606.
Temporary Fireman

In case of emergency, the City Manager may appoint additional firemen and officers for temporary service, who need not be in the classified service. Such authority shall be exercised only under the direction and control of the Fire Chief and for a specified time, and all such appointees shall be subject to and obey all rules and regulations of the Fire Department.

SECTION 1607.
Impartial and Binding Arbitration for Fire Department Employee Disputes
(Note: This amendment (Measure V initiated by Stockton Firefighters Local 1225) was passed by a vote of 29,299 (52.3%) at the 11/3/92 election.)

(a) Declaration of Policy. It is hereby declared to be the policy of the City of Stockton that strikes by firefighters are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) Prohibition Against Strikes. If any firefighter employed by the City of Stockton willfully engages in a strike against the City, said employee shall be dismissed from his or her employment and may not be reinstated or returned to City employment except as a new employee. No officer, board, council or commission shall have the power to grant amnesty to any employee charged with engaging in a strike against the City.

(c) Obligation to Negotiate in Good Faith. The City, through its duly authorized representatives, shall negotiate in good faith with recognized Fire Department employee organizations on all matters relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of an [sic] negotiated
agreement. Unless and until agreement is reached through negotiations between authorized representatives of the City and a recognized employee organization for the Fire Department or a determination is made through the impartial arbitration procedure hereinafter provided, no existing benefit, term or condition of employment for said Fire Department employees shall be altered, eliminated or changed.

(d) Impasse Resolution Procedures.

(1) All disputes or controversies pertaining to wages, hours or terms and conditions of employment which remain unresolved after good faith negotiations between the City and a Fire Department employee organization should be submitted to a three (3) member Board of Arbitrators upon the declaration of an impasse by the City or by the recognized employee organization involved in the dispute.

(2) Representatives designated by the City and representatives of the recognized employee organization involved in the dispute shall each select and appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the City and the employee organization, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the
SECTION 1607.
Impartial and Binding Arbitration for Fire Department Employee Disputes

City and the recognized employee organization involved in the dispute cannot agree upon the selection of the neutral arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, either party may then request the State Mediation and Conciliation Service of the State of California Department of Industrial Relations to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the City and the employee organization cannot agree within three (3) days after receipt of such list on one (1) of seven (7) persons to act as the neutral arbitrator, they shall alternately strike names from the list of nominees until one (1) name remains and that person shall then become the neutral arbitrator and Chairperson of the Arbitration Board.

(3) Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Arbitration Board shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or mede-arb issues in dispute. The Arbitration Board may also adopt such other procedures that are designed to encourage an agreement between
the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

(4) In the event no agreement is reached prior to the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the remaining issues in dispute. The Arbitration Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms to those factors traditionally taken into consideration in the determination of wages, hours, benefits and terms and conditions of public and private employment, including, but not limited to the following: changes in the average consumer price index for goods and services; the wages, hours, benefits and terms and conditions of employment of employees performing similar services; and the financial condition of the City of Stockton and its ability to meet the costs of the decision of the Arbitration Board.

(5) After reaching a decision, the Arbitration Board shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten (10) day period the parties shall meet privately,
SECTION 1607.
Impartial and Binding
Arbitration for Fire
Department Employee
Disputes
Continued

attempt to resolve their differences, and by mutual agreement amend or modify the decision of the Arbitration Board. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board, as it may be modified or amended by the parties, shall be publicly disclosed and shall be binding on the parties. The City and the employee organization shall take whatever action is necessary to carry out and effectuate the arbitration award. No other actions by the City Council or by the electorate to confirm or approve the decision of the Arbitration Board shall be permitted or required.

(6) The expenses of any arbitration proceeding convened pursuant to this Article, including the fee for the services of the chairperson of the Arbitration Board and the costs of preparation of the transcript of the proceeding shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.
WHEREAS, on August 19, 1996, by Resolution No. 96-0420, the City Council, on behalf of the City of Stockton (City), accepted and approved the negotiated Memorandum of Understanding governing the wages, hours, and other terms and conditions of employment for the Stockton Firefighters' Local 456 (formerly Local 1229), International Association of Firefighter ("Fire Unit"), effective January 1, 1996; and

WHEREAS, said Memorandum of Understanding expired on December 31, 2000; and

WHEREAS, the parties continued to operate under the terms of the Memorandum of Understanding while meeting and conferring in good faith in an effort to negotiate a successor agreement; and

WHEREAS, the City and Fire Unit reached a tentative agreement on a proposed successor Memorandum of Understanding containing the provisions set forth in Exhibit "A" hereto, which covers the period from January 1, 2001, to December 15, 2004; and

WHEREAS, the terms and conditions set forth in the proposed successor Memorandum of Understanding were ratified by the membership of the Fire Unit on June 21 and 22, 2001; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the proposed new terms and conditions for employment for the Fire Unit as set forth in the Memorandum of Understanding attached hereto as Exhibit "A" are accepted and approved by the City Council effective January 1, 2001.

2. That the City Manager and the City Manager's designees are hereby authorized and directed to execute the attached Memorandum of Understanding on behalf of the City.
3. That the City Manager and the City Manager's designees are hereby authorized and directed to take or authorize such other action as deemed necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED, AND ADOPTED

AUG 7 2001

GARY A. PODESTO
Mayor of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
MEMORANDUM OF UNDERSTANDING

STOCKTON
FIRE FIGHTERS' LOCAL 456
International Association of Fire Fighters'

TERM OF AGREEMENT
January 1, 2001 through December 15, 2004
CITY OF STOCKTON

FIRE UNIT
MEMORANDUM OF UNDERSTANDING

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding 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 joint recommendations of the undersigned regarding wages, hours, and other terms and conditions of employment for the period commencing January 1, 2001, and ending on December 15, 2004.
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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, hereafter 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 Union Recognition

The Stockton Firefighters' Local 456 (formerly Local 1229), International Association of Firefighters, hereafter referred to as the "Union," is the recognized employee organization for the Firefighters' Unit, certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.

Section 2. Union Security

2.1 Dues Deduction

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

Payroll deductions shall be for a specified amount, consistent for all employee-members of the Union, and shall not include fines and fees.

Authorization, cancellation, or modification of payroll deductions shall be made upon forms provided or approved by the City. The payroll deduction authorized shall remain in effect until:

(1) Canceled or modified by the employee through written notice to the City; or

(2) The first day of the calendar month following the employee's transfer to a position represented by another employee organization; or

(3) The employee terminates his or her employment with the City.

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

In addition to the deduction of dues, the City will deduct from the paychecks of Union members who request it, premiums for group insurance and
2.3 **Advance Notice**

Except in cases of emergency, the Union shall be given reasonable advance written notice of the proposed change to any ordinance, resolution, rule, or regulation to be adopted by the City which relates to matters within the scope of representation and shall be given the opportunity to negotiate, if requested, with the management representatives designated by the City Manager.

In cases of emergency which constitute an imminent threat to the City's financial and/or other resources, the City may immediately implement any emergency measures the City deems necessary to prevent the public business and/or the City's operations from being financially or otherwise impaired and deal with the emergency at hand. At the earliest practicable date thereafter, the Union shall be provided with the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representatives designated by the City Manager.

2.4 **Attendance At Meetings By Employees**

City employees who are official representatives or unit representatives of the Union 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, as determined by the City, with the performance of City services. Such employee representatives shall request an excused absence, prior to the scheduled meeting, whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3) per recognized bargaining unit.

**Section 3. Compliance With Laws**

3.1 **Non-Discrimination/Equal Employment**

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

3.2 **City Charter**

The City of Stockton Charter, Article XVI, Section 1607 is attached as Appendix "A" as reference.
b. The departments of the City are defined as follows:

(1) Administrative Services Department
(2) City Attorney
(3) City Auditor
(4) City Clerk
(5) City Manager
(6) Community Development Department
(7) Fire Department
(8) Housing and Redevelopment Department
(9) Library Services Department
(10) Municipal Utilities Department
(11) Parks and Recreation Department
(12) Personnel Services Department
(13) Police Department
(14) Public Works Department

5.2 Notice Of Layoff

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

5.3 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, as listed in ascending order:

a. Extra Help
b. Provisional
c. Temporary
d. Probationary

Layoffs shall be by job classification according to the length of time served in that class with the employee having the least amount of time served in the class to be laid off first. For the purpose of this procedure, part-time classes shall be considered as separate from and shall be laid off prior to regular full-time classes. The following provisions shall apply in computing total continuous service:

a. Time spent on military leave shall count as service if the leave was taken subsequent to entry in the Department.
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, 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 receipt of written notification of the action. Such filing will foreclose the use of the grievance procedure.

c. File a grievance as provided for in Section 8.2, below, within ten (10) business days of receipt of written notification of the action.

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

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, regulations, and resolutions 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 Personnel Services within ten (10) business days of the time the affected employee received written notification of such action.

For purposes of filing appeals and grievances, the City of Stockton's business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding City-recognized holidays.
8.4 Scope of Arbitration

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

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no 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. The arbitrator selected pursuant to this section shall not 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 arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

8.5 Other Provisions

If the Director of Personnel Services or the City Manager, in pursuance of the procedures outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if the arbitrator finds that the City had such right, he/she 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 that 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 sixty (60) 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.
(2) Upon eight (8) years through thirteen (13) years of continuous employment, five (5) shifts (10 days), either time or pay.

Effective December 16, 2001: The benefit shall increase by two and one-half (2 1/2) shifts for a total of seven and one-half (7 1/2) shifts (15 days), either time or pay.

Effective December 16, 2002: The benefit shall increase by one and one-half (1 1/2) shifts for a total of nine (9) shifts (18 days), either time or pay.

(3) Upon fourteen (14) years through twenty-one (21) years of continuous employment, seven and one-half (7 1/2) shifts (15 days), either time or pay.

Effective December 16, 2001: The benefit shall increase by two and one-half (2 1/2) shifts for a total of ten (10) shifts (20 days), either time or pay.

Effective December 16, 2002: The benefit shall increase by one and one-half (1 1/2) shifts for a total of eleven and one-half (11 1/2) shifts (23 days), either time or pay.

(4) Upon twenty-two (22) years of continuous employment, ten (10) shifts (20 days), either time or pay. This benefit is a one-time credit and shall occur only in the twenty-second year.

Effective December 16, 2001: The benefit shall increase by two and one-half (2 1/2) shifts for a total of twelve and one-half (12 1/2) shifts (25 days), either time or pay.

Effective December 16, 2002: The benefit shall increase by one and one-half (1 1/2) shifts for a total of fourteen (14) shifts (28 days), either time or pay.

(5) After twenty-two (22) years of continuous employment, an employee shall no longer receive the Longevity Vacation Allowances established in subsections 9.1b(1) through 9.1b(4), above. Instead, such employees shall receive one (1) additional day of vacation leave allowance per year for each additional year of service after twenty-two (22) or more continuous years of employment.

(6) Accrual: The Longevity Vacation Allowance provided in this section shall be credited to an employee's leave balance upon the commencement of the calendar year in which the employee's
any portion thereof, such credit will be reduced to reflect the actual term of employment. When appropriate, the City may deduct from the employee’s final compensation an amount equal to cover the cost of reimbursing the City for any used but unearned leave credit, whether taken in time or pay. In the event the employee’s final compensation is not adequate to cover the amount of reimbursement owed the City, the amount of the deficiency shall be considered a debt for which the City is entitled to payment. For the purpose of proration pursuant to this provision, any month will be considered one-twelfth (1/12) of a year.

An employee who has resigned in good standing and is subsequently reinstated within one (1) year from the date of his/her resignation shall have his/her prior service counted in determining eligibility for accrued vacation and longevity benefits, deducting therefrom the amount of time between the date of resignation and the date of reinstatement, which shall not be counted in determining eligibility. 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 employee did not withdraw the employee’s contributions to the Public Employees’ Retirement System.

9.2 Sick Leave

a. **Accrual.** All regular employees, except provisional, temporary, and part-time employees, shall accrue sick leave at the rate of fifteen (15) 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 that the employee would normally have worked, to a maximum of sick leave hours accrued by the employee.

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

c. **Family Sick Leave.** Employees may utilize sick leave in the case of illness or injury in the employee’s immediate family when such illness or injury
this rule shall only be made with the permission of the attending physician and Fire Chief.

All officers and members of the Department on leave for sickness for extended periods of time will make weekly progress reports by telephone to the Fire Chief’s office.

h. Return to Duty. Upon availability for return to duty, the employee shall notify the Chief’s Operator, or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period. Sick leave may be granted for any period of time approved by the Fire Chief.

i. Payment for Unused Sick Leave. Upon separation with ten (10) years or more of service or upon termination of employment by reason of death or 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 value.

9.3 Other Leaves With Pay

a. Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon his/her request, be granted up to three (3) days bereavement leave with pay and without charge to his/her 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 paragraph, “immediate family” shall be restricted to the employee’s parents, spouse, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, 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 leave upon request, which shall be charged against the employee’s accumulated sick leave credits.

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

Such absences 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 as a defendant, including necessary travel time. As a condition of receiving
provided 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/her minimum probationary period of twelve (12) months at the time of induction, it shall be optional with the Fire Chief 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 twelve (12) months or having served the minimum probationary period of twelve (12) months but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency. Following such leave, said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit, as above specified, and shall serve the balance of their probationary period before attaining regular status.

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

9.4 **Workers' Compensation Leave**

Whenever an employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence, while so disabled, without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year or until such earlier date as he/she is retired on permanent disability pension.

If injury is claimed to be job-related or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician's statement. Otherwise, disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received within three (3) days of the initial absence. The company officer should originate a "Supervisor's Report of Accident" form (Form 78).

a. **Notification to Department.** The employee should notify the Chief's Operator or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 7:15 a.m. on the day scheduled for duty.
9.6 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 the section.

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

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

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

b. **Application For and Approval of Leaves of Absence Without Pay.** In order to receive leave without pay, an employee must submit a request on the prescribed form to the Fire Chief and the City Manager. The request shall set forth the reasons for the request and all other information required for the Fire Chief of the Fire Chief's representative to evaluate the request. Leaves without pay may be canceled by the Fire Department at any time.

9.7 Absence Without Official Leave (AWOL)

a. **Denial of Leave Request 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 or City Manager or at the expiration of a leave shall be considered an absence without leave.

b. **Voluntary Resignation.** Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from employment with the City.

**Section 10. Days And Hours of Work**

10.1 **Workweek**

The regularly scheduled workweek for each member of the Fire Unit assigned to fire suppression duties shall average fifty-six (56) hours over a twelve (12) week period. The regularly scheduled workweek for each member of the Fire Unit assigned to
f. The Tactical Support Unit (SP2) shall have a minimum complement of two (2) personnel, one of which shall be a Paramedic one hundred percent (100%) of the time, and the other a Fire Captain seventy percent (70%) of the time.

Effective October 15, 2001, the SP2 will not be staffed. The Firefighter position from SP2 will be assigned to Truck Company 4, and the SP2 Captain position will be deducted from the minimum staffing for line fire suppression, as indicated in subsections 10.3g and 10.3h, below.

g. Effective October 15, 2001, the fire suppression staffing minimum will be reduced from sixty-four (64) to sixty-three (63) positions per shift. The Captain position formerly assigned to SP2 will be assigned to the Fire Department Office in an administrative role as determined by the Fire Chief. This position will augment the eight (8) existing Administrative Captain positions within the Department.

h. The eleven (11) Administrative Captain positions and the four (4) sworn Administrative Chief Officer positions, other than the Fire Chief, will be staffed on a constant basis, except when the persons occupying such positions are on leave time. In addition, with the exception of the Chief Officers, persons occupying such positions will not be used to fill line positions during their normal forty (40)-hour workweek. However, the Administrative Captain positions may fill temporary vacancies in fire suppression while waiting for an eligibility list to be established, in the event one does not exist. Administrative Captains may not be used to draw down the relief pool or to backfill on a day-to-day basis, except in extraordinary circumstances.

i. The Department will continue staffing two (2) twenty-four (24)- hour Battalion Chief positions on each shift.

Except for short-term absences, normally less than four (4) hours, or under circumstances as described in Section 10.3 of the Fire Services Management Memorandum of Understanding, the Department will make every effort to maintain the above levels by filling in from the relief pool, or if the relief pool has been exhausted, by callbacks. Callbacks will be done in accordance with Department policies in existence at the time of issuance of the policy.

Section 11. Overtime

11.1 Definition

a. For the purpose of determining whether an employee is to be paid at the rate of time and one-half (1 1/2) for hours worked in excess of 216 hours in a
The interpretation and application of the Fair Labor Standards Act with regard to the following provisions: Work Out of Classification, Training Time, Rank for Rank Relief, Continuing Education for Paramedics, and Calculation of Overtime Pay for Fire Suppression Personnel, shall be administered in accordance with the Letter of Understanding dated May 5, 1986, between the City and the Union, which states:

This is to set forth certain agreements and understandings between the Union and City, through their designated representatives, as to the interpretation and application of the Fair Labor Standards Act with regard to the employees in the Fire Unit. The provisions set forth in this section shall be binding on the parties and shall remain in effect for the duration of the existing Memorandum of Understanding.

a. **Work Out of Classification.** Employees assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which the employee does not hold a permanent appointment.

b. **Training Time.** The time spent by an employee for job-related training in which participation is required as a condition of employment shall be considered as hours worked. Said training time shall be viewed as hours worked in lieu of the employee’s normally scheduled shifts for that period. Employees shall participate in such training programs during their normally scheduled hours of work when provided by the City during those hours, unless there is a particular hardship or schedule conflict which precludes the employee’s attendance, in which event approval to obtain such training during off-duty hours must be requested and obtained in advance from the Fire Chief or the Fire Chief’s designated representative.

For example, a Firefighter who would normally work Tuesday and Friday (48 hours), but is sent to Asilomar for the period from Monday through Friday will be credited as though he/she has worked his/her normal shifts.

c. **Rank for Rank Relief.** In providing relief, Fire Unit employees may work in a rank lower than the rank which they currently hold, but may not provide relief by working in a rank above their current rank, except in extraordinary circumstances.

d. **Continuing Education for Paramedics.** The City will compensate members of the Fire Unit at their straight time rate for time spent in continuing education necessary to maintain their certification, up to a maximum of forty-four (44) hours per calendar year.
agreement. In the event it is determined by a court of competent jurisdiction that any policy or practice of the City or authorized by this Memorandum of Understanding is inconsistent with the Fair Labor Standards Act, the designated representatives of the Union and City shall immediately meet and confer and amend such policy or practice to conform with the requirements of the Fair Labor Standards Act.

Section 12. Holidays

The City observes the following holidays on the dates indicated:

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

The base salary of Fire Unit employees has been adjusted to compensate the employees for the holidays in lieu of time off.

In addition, a day appointed by the President or Governor as a public holiday shall be observed by the City for the purpose of administering this section. For any such holiday, Fire Unit employees shall receive the equivalent of one (1) additional hour of pay per month in lieu of holiday leave. For any holiday adopted by the City Council on a one-time basis (e.g. a national day of mourning), the payment of one additional hour of pay per month shall be limited to a twelve (12) month period.

Section 13. Compensation And Allowances Other Than Base Salary

13.1 Public Employee Retirement System Benefits

The City participates in the California Public Employees’ Retirement System (PERS) and shall provide the Union’s members with the following retirement benefits in accordance with state law and the agreement between the City and PERS.
The City will pay six percent (6%) of the top step of rank for sworn Fire Service Unit employees who attain an Advanced Certificate.

13.3 Educational Incentive Pay

Employees with degrees/diplomas above and beyond that which is required of their positions shall be provided three percent (3%) of the top step of rank. Employees are limited to no more than three percent (3%) regardless of the number of degrees/diplomas that they have above that required of their positions. If an employee promotes to a position that matches his/her diplomas/degrees, 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 upon the recommendation of the Fire Chief and the approval of the City’s Director of Personnel Services.

13.4 HAZ/MAT Assignment

The City shall pay five percent (5%) of the top step of rank for sworn Fire Service Unit employees actively assigned to the HAZ/MAT response team. This section applies to a total certified and assigned complement of twelve (12) employees.

13.5 Paramedic Certification

The City shall pay Fire Service Unit employees who are assigned to Paramedic duties and possess a valid Paramedic certificate as follows:

Paramedic Firefighter Step I: Six percent (6%) above Firefighter top step.
Paramedic Firefighter Step III: Eight and one-half percent (8.5%) above Firefighter top step.
Paramedic Firefighter Step V: Eleven percent (11%) above Firefighter top step.
Paramedic Engineer: Six percent (6%) above Engineer top step.
Paramedic Fire Captain: Six percent (6%) above Fire Captain top step.

13.6 Deferred Compensation

a. Employees in this unit may participate, at no cost to the City, in the City’s deferred compensation plan.

b. The City will provide, in addition to normal salary, a contribution of three percent (3%) of the employee’s current base salary, to the City’s deferred compensation plan on the employee’s behalf.

Effective December 15, 2001, the City’s obligation to pay any deferred compensation in the employees’ names, other than voluntary contribution, shall cease. Effective December 16, 2001, the value of the three percent
special assignment when an employee is assigned in writing by the Fire Chief, with the approval of the City Manager, to perform additional duties and responsibilities.

13.10 Acting Pay

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

13.11 Call-Back Pay

An employee called back to work to assist with a multiple alarm fire or other emergency situation after he/she has worked a scheduled shift and has departed from the work site shall earn four (4) hours of call-back at the regular hourly rate of pay or time and one-half (1 1/2) of his/her regular rate of pay for time worked, whichever is greater.

The above provision shall not apply to employees called back due to an operator error that does not result in the employee being assigned for the day or an employee’s participation in official meetings called by authorized personnel of the Stockton Fire Department. In such instances, the employee will be compensated on an hourly basis, which shall include the employee’s travel time.

13.12 Tiller Pay

Employees qualified as Tiller Operators and assigned to perform that duty shall receive an additional five percent (5%) of current base pay while performing that duty. No more than twelve (12) employees will be paid Tiller Pay at any given time. Nine (9) employees shall be paid on shifts, and up to three (3) employees shall be paid as alternates. The total of twelve (12) employees includes employees on light or modified duty.

13.13 Deputy Fire Marshal Series

Employees assigned as Deputy Fire Marshals shall be paid as follows:

- Deputy Fire Marshal I: Two and one-half percent (2.5%) above Firefighter top step
- Deputy Fire Marshal II: Five percent (5%) above Firefighter top step
- Deputy Fire Marshal III: Seven and one-half percent (7.5%) above Firefighter top step
- Deputy Fire Marshal IV: Ten percent (10%) above Firefighter top step
- Fire Captain (FM III): Ten percent (10%) above Fire Captain top step
these benefits for the term of this Memorandum of Understanding. The medical plan is the City's modified employee medical plan which is summarized on Appendix "B," attached hereto.

b. 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.

c. 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.

Effective December 16, 2003, Fire Unit employees' dental care benefits coverage shall be amended to provide one hundred percent (100%) diagnostic and preventative care coverage.

d. The orthodontic benefit coverage is a Two Thousand Dollar ($2,000) lifetime maximum.

e. Fire Unit employees may schedule a physical examination annually. Consistent with City policies applicable to other bargaining units, the cost of the physical examination, not to exceed One Hundred Fifty Dollars ($150) and to the extent not covered by the City’s medical plan, will be paid by the City on a reimbursement basis.

14.2 Retirement Medical Allowance

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) dependent and the following provisions shall apply:

a. 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).

b. 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.

c. Prescription Coverage. Prescription coverage will be provided for retirees and one (1) dependent.
14.5 Term Life Insurance

Employees are covered by the City’s Term Life Insurance, with a benefit equal to one and one-half (1 1/2) times base annual salary.

Section 15. Salary Plan

15.1 Salary Ranges

The salary ranges for all employees in this unit shall be as set forth in the City’s Salary Schedule. All salaries hereby established and explained in other parts of Section 15 shall be salaries as fitted to the Stockton Salary Matrix. The rates of pay set forth in the City’s Salary Schedule represent the standard rates of pay for full-time employment for each classification, unless the schedule specifically indicates otherwise. Percentage increases given for cost of living or equity adjustments shall be calculated as follows: The adjustment would be made at the first step of the salary range, and fitted to the Stockton Salary Matrix, with each subsequent step to be calculated using the Stockton Salary Matrix.

15.2 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the minimum salary for the class to which the employee is appointed. When circumstances warrant, the City Manager may approve an entrance salary that is more than the minimum salary for the class. 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 only 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 Salary Step Plan

There shall be nine (9) salary steps for the classification of Firefighter. There shall be six (6) salary steps in each range for the classifications of Firefighter/Engineer and Fire Captain.

The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the City
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.

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.

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

15.5 **Salary Step After Military Leave**

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

15.6 **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.

15.7 **Salary Step After Promotion or Demotion**

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5%) above the rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. 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 rank to which demoted.

15.8 **Salary on Reinstatement**

If a former employee is reinstated to the same position previously held or to one carrying a similar salary range, his/her salary shall not be higher than his/her salary at the time of his/her separation unless there has been an increase within the salary range.
City of Anaheim
City of Fremont
City of Fresno
City of Garden Grove
City of Huntington Beach
City of Livermore
City of Lodi
City of Modesto
City of Pasadena
City of Pleasanton
City of Sacramento
City of San Bernardino
City of Santa Ana
City of Torrance
City of Tracy
Sacramento Metro Fire Protection District

The parties will arrange the survey information in descending rank order, and the Stockton Firefighters' base salary shall be adjusted by the percentage increase necessary to place the total compensation for the top step of the City's Firefighter classification at a position at the bottom of the top one-third (1/3) of the surveyed agencies, i.e., to a position equivalent to no less than the agency ranked fifth. The adjustment would be made at the first step of the salary range for each classification covered by this Memorandum of Understanding and fitted to the Stockton Salary Matrix, with each subsequent step to be calculated using the Stockton Salary Matrix.

For purposes of this section, "total compensation" shall include base salary, PERS Employer-Paid Member Contribution or other applicable pension pick-up, uniform allowance, EMT pay, holiday pay, and any other PERS reportable compensation automatically received as a result of the rank held by the employee (e.g., the individual incentive pay received by an employee but not shared by all members holding the same rank would not be included).

(b) For the adjustment effective December 16, 2002, the parties will begin the survey no later than October 1, 2002, for a completion date of November 30, 2002. The survey shall compare the pay rates for the surveyed agencies effective as of December 1, 2002.
b. During the term of this Memorandum of Understanding, no further cost reduction measures as proposed in the Cresap-McCormick-Paget Study will be implemented by the City which adversely impact the wages, hours, and other terms and conditions of employment of the members of this bargaining unit without prior agreement of the parties, it being the intent of the parties hereto that this provision shall not take precedence over any other provision of this Memorandum of Understanding.

Section 19. Duration of Agreement

All provisions of this Memorandum of Understanding shall be effective as of the date of execution, and shall remain in full force and effect up to and including December 15, 2004, and shall continue thereafter from year to year unless at least sixty (60) days prior to the expiration date of December 15, 2004, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

Section 20. Maintenance of Operations

a. It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this Memorandum of Understanding, through and inclusive of December 15, 2004, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, 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. In addition, 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 Union, the City may take such remedial action as it deems appropriate.

d. The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make
THE

CHARTER

OF THE

CITY OF STOCKTON

STOCKTON FOUNDED JUNE 1849
INCORPORATED JULY 1850
SECTION 1607.
Impartial and Binding Arbitration for Fire Department Employee Disputes

(a) Declaration of Policy. It is hereby declared to be the policy of the City of Stockton that strikes by firefighters are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) Prohibition Against Strikes. If any firefighter employed by the City of Stockton willfully engages in a strike against the City, said employee shall be dismissed from his or her employment and may not be reinstated or returned to City employment except as a new employee. No officer, board, council or commission shall have the power to grant amnesty to any employee charged with engaging in a strike against the City.

Obligation to Negotiate in Good Faith. The City, through its duly authorized representatives, shall negotiate in good faith with recognized Fire Department employee organizations on all matters relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of an [sic] negotiated agreement. Unless and until agreement is reached through negotiations between authorized representatives of the City and a recognized employee organization for the Fire Department or a determination is made through the impartial arbitration procedure hereinafter provided, no existing benefit, term or condition of employment for said Fire Department employees shall be altered, eliminated or changed.
experienced as labor arbitrators. If the City and the employee organization cannot agree within three (3) days after receipt of such list on one (1) of seven (7) persons to act as the neutral arbitrator, they shall alternately strike names from the list of nominees until one (1) name remains and that person shall then become the neutral arbitrator and Chairperson of the Arbitration Board.

(3) Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Arbitration Board shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or mede-arb issues in dispute. The Arbitration Board may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

(4) In the event no agreement is reached prior to the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the remaining issues in dispute. The Arbitration Board shall decide each issue by
other actions by the City Council or by the
electorate to confirm or approve the decision of
the Arbitration Board shall be permitted or
required.

(6) The expenses of any arbitration proceeding
convened pursuant to this Article, including the
fee for the services of the chairperson of the
Arbitration Board and the costs of preparation of
the transcript of the proceeding shall be borne
equally by the parties. All other expenses which
the parties may incur individually are to be borne
by the party incurring such expenses.

(Repealed Election 10/14/47 effective 3/3/48; added Election 11/3/92 effective 1/13/93.)
(Note: This amendment to previously numbered Section 7 [Measure V initiated by Stockton
Firefighters Local 1229] was passed by a vote of 29,299 [52.3%] at the 11/3/92 election.)
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May 3, 2003

Terry Parker, Director of Personnel
City of Stockton
22 E. Weber Street
Stockton, CA 95202

Dear Mr. Parker:

On behalf of the Stockton Professional Firefighters IAFF Local 456, I would like to inform you of an increase in cost to the Long Term Disability (LTD) Insurance Plan afforded to our members in Section 14.4 (Page 32) of our Fire Unit Memorandum of Understanding (MOU) and to Section 14.3 (Page 29) of the Fire Services Management Unit MOU. The cost of this benefit will be $16.00 per month effective July 1, 2003. Section 14.4 reads as follows:

".... During the life of this Memorandum of Understanding, the City will continue to annually review any increase in premium for the Union Preferred Plan for the preceding year and shall increase the amount to be added to the base salary of each classification by an amount equivalent to the increase in the premium."

The above stated benefit shall be implemented as best fitted to the Salary Matrix for both bargaining groups. Please do not hesitate to call upon me if you need additional information or clarification.

Sincerely,

[Signature]
Dan Morriss, President
Stockton Professional Firefighters
IAFF Local 456

Cc: W. Gary Gillis, Fire Chief
Cc. Christopher Platten, Attorney-at-Law
Resolution No. 03-0389

STOCKTON CITY COUNCIL

RESOLUTION APPROVING AND ADOPTING AMENDMENTS TO THE CURRENT MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE STOCKTON FIREFIGHTERS' LOCAL 456 FIREFIGHTERS' UNIT AND EXTENDING ITS TERM THROUGH DECEMBER 15, 2007

WHEREAS, on August 21, 2001, by Resolution No. 01-0447, the City Council accepted and approved a Memorandum of Understanding (hereafter referred to as "MOU") for the Stockton Firefighters' Local 456, International Association of Firefighters (hereafter referred to as "Fire Unit") for the period commencing January 1, 2001, and ending December 15, 2004; and

WHEREAS, in March 2003, Union representatives of the Fire Unit presented a proposal to City representatives to extend its present terms and conditions of employment for employees represented by the Fire Unit that covered the contract period of January 1, 2001, through December 15, 2004, for an additional three (3) years; and

WHEREAS, after several meet and confer sessions between the City and Fire Unit representatives, a tentative agreement was reached and presented to the membership of the Fire Unit regarding proposed modifications to be made to the MOU, including an extension of its terms through December 15, 2007, which are summarized in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, in June 2003, the membership of the Fire Unit subsequently ratified by a vote the tentative agreement; and

WHEREAS, it is now necessary to amend the MOU to incorporate modifications; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the modifications to be made to the MOU, as summarized in Exhibit A hereto, are accepted and approved by the City Council effective July 1, 2003.
EXHIBIT A

Stockton Firefighters' Local No. 456, International Association of Firefighters
SUMMARY OF MODIFICATIONS

Term of Agreement

Extension of current term agreement through December 15, 2007.

Salary (Cost-of-Living Adjustment)

Effective December 16, 2003, December 16, 2004 and December 16, 2006, the City shall increase the salaries reflected in its Salary Schedule for the Firefighter members by an amount equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W) for the twelve (12) month period concluding with the October index for that year. The salary increase shall be a minimum of two and one-half percent (2.5%), but shall not exceed six percent (6%).

Salary Survey Adjustment

Effective December 16, 2005, the Salary Schedule shall be increased in accordance with the cost-of-living adjustment formula described above or the Salary Survey formula (e.g., total compensation for the top salary step of the Firefighter classifications of sixteen (16) agencies, etc.), whichever is greater. For purposes of clarification, effective December 16, 2005, Alameda County Fire Department, Local 55, shall replace the City of Lodi sixteen (16) survey agency. The Salary Survey shall compare pay rates as of December 1, 2005.

For Salary Survey purposes only, two and one-half percent (2.5%) of the total salary adjustment resulting from the Salary Survey shall be paid effective December 16, 2005. The balance of the salary adjustment shall be paid effective July 1, 2006. For example, if the Salary Survey reflects a six percent (6%) salary adjustment, two and one-half percent (2.5%) shall be paid effective December 16, 2005. The remaining three and one-half percent (3.5%) shall be paid effective July 1, 2006. Salary survey adjustments shall be made at the first step of the salary range for each classification covered by the Memorandum of Understanding, and fitted to the Stockton Salary Matrix, with each subsequent salary step to be calculated using the Stockton Salary Matrix.
MEMORANDUM OF UNDERSTANDING

STOCKTON
FIRE FIGHTERS' LOCAL 456
International Association of Fire Fighters'

TERM OF AGREEMENT
July 1, 2003 through December 15, 2007
(This Memorandum of Understanding is a mid-term extension of the January 1, 2001, Memorandum)
CITY OF STOCKTON

FIRE UNIT
MEMORANDUM OF UNDERSTANDING

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milibs-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 joint recommendations of the undersigned regarding wages, hours, and other terms and conditions of employment for the period commencing July 1, 2003, and ending on December 15, 2007. This Memorandum of Understanding is a mid-term extension of the January 1, 2001 Memorandum. This agreement shall supercede all other existing agreements on the matters set forth herein.
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CITY OF STOCKTON

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MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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

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

b. **Indemnity and Refund.** The Union shall indemnify, defend, and hold the City harmless against any claim made or any suit initiated against the City in connection with or as a result of any employee-authorized deduction and/or payment of Union dues or premiums for benefits. In addition, upon presentation of supporting evidence, the Union shall refund to the City any amounts paid to it in error.

2.2 **Use of City Facilities**

The Union 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 Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

Any representative of the Union shall give notice to the Fire Chief or the Fire Chief's designated representative when contacting Department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Union business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with the Fire Chief or the Fire Chief's designated representative and when made shall continue until revoked by the Fire Chief.

City buildings and other facilities may be made available for use by City employees and the Union or their representatives in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.
Section 3. Compliance With Laws

3.1 Non-Discrimination/Equal Employment

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

3.2 City Charter

The City of Stockton Charter, Article XVI, Section 1607 is attached as Appendix “A” as reference.

Section 4. Probation

4.1 Purpose

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

4.2 Original Entrance Positions

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 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, 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 is desired. During the probationary period an employee may be rejected at any time by the appointing authority.

4.4 Promotional Positions

Promotional appointments in the Fire Department are permanent appointments not subject to a probationary period.
d. Probationary

Layoffs shall be by job classification according to the length of time served in that class with the employee having the least amount of time served in the class to be laid off first. For the purpose of this procedure, part-time classes shall be considered as separate from and shall be laid off prior to regular full-time classes. The following provisions shall apply in computing total continuous service:

a. Time spent on military leave shall count as service if 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 for any other class.

c. Time worked in a permanent or probationary status shall count as service time.

If two (2) or more employees have the same seniority, the order of seniority shall be determined by lot.

5.4 Employee Options

Employees laid off shall have 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 (total service) seniority. 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 (total service) seniority.

Section 6. Reemployment

When an employee in the classified service who has been performing his/her duties in a satisfactory manner, as shown by the records of the department in which he/she has been employed, is laid off because of lack of funds or abolition of his/her position or has been on authorized leave of absence is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of such employee to be placed on the reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur. The employee shall not be placed on said list or lists without his/her request.
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 time the affected employee received written notification of such action.

For purposes of filing appeals and grievances, the City of Stockton's business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding City-recognized holidays.

8.3 Grievance Processing

a. Step 1 - Departmental Review. Any employee who believes that he/she has a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit his/her grievance directly to the Union’s recognized representative, the procedures set forth in Step 2, below, may be invoked.

b. Step 2 - Director of Human Resources Review. Any employee or any official of the Union 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) working 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 (2) 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 that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

d. Step 4 - Arbitration. If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the City. Each party,
process is next open for such decision. No adjustment shall be retroactive for more than sixty (60) 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 Union shall be processed under this section. If the City Charter requires that another option be available to the employee, no action under paragraph "d" of subsection 8.3, above, shall be taken unless it is determined that the employee is not availing himself/herself of such option.

No action under paragraph "d" of subsection 8.3, above, shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

Section 9. Leaves

9.1 Vacation Leave

a. **Accrued Vacation Allowance.** All regular employees, excluding provisional, temporary, and part-time employees, shall accrue nine (9) shifts (18 days) of vacation leave per year.

Employees shall accrue vacation on a twice-monthly basis.

b. **Longevity Vacation Allowance.** Effective January 1, 2001, all regular employees, excluding provisional, temporary, and part-time employees, shall accrue longevity leave in accordance with the following schedule:

   (1) Upon four (4) years through seven (7) years of continuous employment, three and one-half (3 1/2) shifts (7 days), either time or pay.

   Effective December 16, 2001: The benefit shall increase by two and one-half (2 1/2) shifts for a total of six (6) shifts (12 days), either time or pay.
(6) **Accrual.** The Longevity Vacation Allowance provided in this section shall be credited to an employee's leave balance upon the commencement of the calendar year in which the employee's anniversary date triggering the allowance occurs. Longevity Vacation Allowance is earned on a prorated basis.

c. **Sell-back.** Employees may sell back all but two and one-half (2-1/2) shifts of Accrued Vacation per year. Employees may sell back all of their Longevity Vacation.

d. **Scheduling.**

(1) A minimum of two and one-half (2 1/2) consecutive shifts of Accrued Vacation must be scheduled per year. Longevity Vacation is not required to be scheduled and may be taken by an employee in either time or pay.

(2) Any Accrued Vacation that is not scheduled contiguous with the required two and one-half (2 1/2) consecutive shifts will be scheduled by mutual agreement of the employee and the Fire Chief.

(3) Employees with twenty-two (22) years of continuous employment will be permitted to exercise their Accrued Vacation Allowance in Section 9.1a and the vacation leave allowance in Section 9.1b(5) of the Memorandum of Understanding on a flexible basis (i.e., two and one-half (2 1/2) shifts must be scheduled, and the remaining shifts are unscheduled, to be taken by the employee in either time or pay).

e. **Carryover.**

(1) Employees shall be entitled to carryover unused vacation benefits to a maximum at any time of twenty (20) days (10 shifts) in addition to the individual employee's current annual vacation benefit.

   It is understood that employees must take all accrued vacation and longevity vacation before a request for leave of absence will be granted.

(2) The use of carryover time must be scheduled in advance. If carryover time is not utilized in the carryover year, it will be paid. See Appendix "C" for the Phase II Vacation Scheduling Agreement.

f. **Vacation Allowance for Separated Employees.** When an employee is separated from service, his/her earned, but unused vacation allowance, if any, shall be added to his/her final compensation.
c. **Family Sick Leave.** Employees may utilize sick leave in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care. Such sick leave shall be limited by the Fire Chief to the time reasonably required to make other arrangements for such care.

Such leave shall be restricted to the employee's parents, spouse, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

d. ** Procedures for Requesting and Approving Sick Leave.** The employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD) at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty. When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request in writing authorization for such sick leave from the Fire Chief prior to such absence.

Before an employee may be paid for the use of accrued sick leave, he/she shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth the dates and hours of absence, the exact reason, and such other information as is necessary for his/her 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 Fire Chief.

e. **Doctor's Certificate or Other Proof.** If an employee's illness results in an absence from work for more than two (2) consecutive shifts, a doctor's certificate or other reasonable proof of illness may be required by the Fire Chief.

The Fire Chief 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.

g. **Accessibility and Reporting.** All officers and members of the Department on leave for sickness shall be available by telephone or at their home for
full pay, the employee must remit to the City, within fifteen (15) days after receipt, all fees received, except those specifically allowed for mileage and expenses. The employee shall remit such fees to the City through the employee's department head.

Attendance at court or at a deposition while in an on-duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time necessarily involved, shall be considered and paid as hours worked.

Other absences from duty for attendance at court or at depositions shall be without pay.

On-duty employees shall return to work immediately upon release from court.

Attendance at court or at a deposition while in an off-duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time, where such travel is to a location outside of San Joaquin County, shall be considered and paid as hours worked.

For the purpose of computing any travel time to be reimbursed by the City in accordance with this section for attendance at court or at a deposition while in an off-duty status, such travel time shall be deemed to commence from the San Joaquin County Courthouse.

c. **Maternity Leave.** Time off the job for pregnancy, childbirth, and related medical conditions will be covered as required by State and federal law and applicable City policy. Employees may use sick leave, leave without pay, annual leave, or a combination of these benefits, depending on the nature of the case and the time medically required to recuperate. Generally, a six (6) week recovery period after delivery is medically indicated.

d. **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) calendar days in any calendar year.

All regular employees in the service of the City 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 shall be allowed leave of absence without pay for the duration of a national emergency. Except as hereafter stated, said employees shall be reinstated into City service, provided they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

All officers and members of the Department on leave for injury (job-related or non-job-related) for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

c. Return to Duty. Upon availability for return to duty, employees shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period.

9.5 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 Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the Fire Chief 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 hereafter.

The entitlement to City-paid 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 and dental insurance plans by prepayment of the monthly premium during the authorized leave of absence.

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

9.6 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 the section.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

All working shifts will commence at 8:00 a.m., with the exception of the employees assigned to work in the Fire Administration Office, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

10.2 Shift Trades

Fire Unit employees will be allowed to trade shifts. Shift trade privileges shall be determined and administered by the Fire Chief or the Fire Chief’s designee in accordance with Article J, Section 2 of the Fire Department Procedures Manual, which provides for Fire Unit employees to have up to a maximum of nine (9) uncompleted shift trades at any one time and that the period during which shifts are to be traded and paid back shall not exceed twelve (12) months.

10.3 Staffing Policy

Except for extraordinary circumstances, the Stockton Fire Department will maintain constant and minimum staffing as follows:

a. Engine Companies: A minimum complement of one (1) Fire Captain, one (1) Engineer, and two (2) Firefighters.

b. Truck Company 2: A minimum complement of one (1) Fire Captain, one (1) Engineer, and three (3) Firefighters.

c. Truck Company 3: A minimum complement of one (1) Fire Captain, one (1) Engineer, and two (2) Firefighters.

d. Truck Company 4: A minimum complement of one (1) Fire Captain, one (1) Engineer, and three (3) Firefighters.

e. At least two (2) of the employees assigned for duty to an engine company that is a paramedic engine company shall be certified paramedics ninety percent (90%) of the time.

f. Ambulance Companies: A minimum complement of one (1) Paramedic and one (1) EMT. This shall be the minimum staffing level for a transportation unit.

g. EMS Shift Captain: A minimum complement of one (1) Paramedic Captain per shift.

h. Effective October 15, 2001, the fire suppression-staffing minimum will be reduced from sixty-four (64) to sixty-three (63) positions per shift. The Captain position formerly assigned to SP2 will be assigned to the Fire Department Office in an administrative role as determined by the Fire Chief.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

twenty-seven (27) day work period, hours worked shall include all paid time as well as all time worked.

b. For Fire Prevention Bureau employees and Division of Training employees, overtime shall be paid at the rate of time and one-half (1 1/2) for all hours in excess of forty (40) hours in a seven (7) day work period for which they are in a paid status because of the performance of work and/or the use of paid leave.

11.2 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 in excess of their normal work schedule.

b. **Use.** Such compensatory time must be taken during the same twenty-seven (27) day work period in which it is earned and will be credited on an hour off for hour worked basis. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief’s designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that he/she is unable to take accrued compensatory time during the same twenty-seven (27) day work period in which it is earned, pay for such time shall be provided at straight time or time and one-half (1 1/2) depending upon the number of hours worked by the employee during the work period.

c. **Department Policy.** Compensatory time for sworn 40-hour personnel shall be provided in accordance with the Department's Policy and Procedures, Article J, Section 3B.

11.3 Fair Labor Standards Act

The City and the Union shall cooperate with each other to promptly resolve any issue which may arise during the term of this Memorandum of Understanding regarding compliance with the Fair Labor Standards Act. Any dispute which involves the interpretation or application of the Fair Labor Standards Act may be referred to the City Manager by the complaining party or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issue(s) 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 dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.
e. Calculation of Overtime Pay for Fire Suppression Personnel. For purposes of computing overtime for Fire Unit employees pursuant to the Fair Labor Standards Act, the City will comply with Section 778.109 of the Department of Labor regulations concerning the calculation of the regular rate. Section 778.109 of the Department of Labor regulations provides that the regular hourly rate of pay of an employee is determined by dividing his/her total remuneration for employment in the applicable work period by the total number of hours actually worked by the employee in that work period for which such compensation was paid. An example of the method of calculating overtime compensation using a Fire Captain working suppression for the City would be as follows:

For illustrative purposes only assume:

\[
\begin{align*}
2,795 &= \text{set salary for the 27-day work period for a Captain} \\
216 &= \text{number of "regular hours" worked within the 27-day period}
\end{align*}
\]

Regular rate is computed as follows:

\[
\frac{2,795}{216} = \$12.94
\]

If hours worked = 204 through 216, the overtime rate = \( \frac{1}{2} \times \$12.94 = \$6.47 \)

If hours worked are greater than 216, the overtime rate = \( \frac{1}{2} \times \$12.94 = \$19.41 \)

If a particular Captain working suppression worked one 24-hour shift of overtime as a Captain within the 27-day work period, overtime would be computed as follows:

Hours worked in excess of 216 = 24

Regular rate \( \$12.04 \times 1.5 = \$19.41 \)

\$19.41 \times 24 = \$465.84 \text{ overtime}

If a particular Captain working prevention worked one 24-hour shift as a Firefighter at overtime in suppression within the seven (7)-day work period, overtime would be computed as follows:

Hours worked in excess of 40 = 24

Regular Firefighter rate \( \times 1.5 = \text{overtime rate} \)

Overtime rate \( \times 24 = \text{overtime} \)

The Union and City, through their designated representatives, have attempted in good faith to insure that the policies and practices of the City regarding overtime pay for the members of the Fire Unit are in conformance with the requirements of the Fair Labor Standards Act. Nothing shall prohibit the Union and City from meeting and conferring over provisions of the Fair Labor Standards Act by mutual agreement. In the event it is determined by a court of competent jurisdiction that
amounts will be applied to the employee's individual account in accordance with Government Code section 20691.

b. **Military Service Credit.** The City will make application to PERS to provide for military service pursuant to the provisions of Government Code section 21024 (formerly 20930.3), at the employee's expense, effective upon adoption by the Stockton City Council and PERS Administration Board.

c. **Employee Contributions.** In accordance with Government Code section 20692 (formerly 20615.5, Employer Paid Member Contributions as Compensation), employees, at the beginning of their last year of employment, will pay their nine percent (9%) employee contribution through an automatic payroll deduction. The base salary for those employees will be increased by that same nine percent (9%) for the last twelve (12) months of employment (IRS Code § 414H(2) will be concurrently implemented with the PERS amendment).

d. **Three Percent At Age 50 Retirement Benefits.** As soon as possible following the City and Union's execution of this Memorandum of Understanding, the City shall make application with PERS to provide Government Code section 21362.2 (3% at age 50) benefits, with the benefit to be effective for Union's members on December 16, 2001, or following the approval and adoption by the Stockton City Council and PERS Board of Administration, if after December 16, 2001.

e. **Additional PERS Benefits.** The following PERS benefits shall remain in effect during the term of this Memorandum of Understanding: Sick Leave Conversion (Government Code section 20965), Survivor Benefit Level 4 (Government Code section 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code section 21635), and Continuation of Death Benefits After Remarriage (Government Code section 21551).

The Union shall have such other PERS benefits as set forth in the agreement between the City and PERS as of the date of execution of this Memorandum of Understanding.

13.2 **Certificate Incentive Pay**

The City will pay three percent (3%) of the top step of rank for sworn Fire Unit employees who attain an Intermediate Certificate.

The City will pay six percent (6%) of the top step of rank for sworn Fire Unit employees who attain an Advanced Certificate.
shall cease. Effective December 16, 2001, the value of the three percent (3%) deferred compensation contribution shall be paid directly to employees as base pay, as best fits the Salary Matrix. Employees may elect to defer the amount of additional pay that would be received pursuant to this section by directing that the total amount, or any portion thereof, be deposited in or distributed among any of the City’s deferred compensation plans. In no event will the total City/employee contribution exceed the amount allowed by law. Participants who receive this benefit may participate in the City’s deferred compensation plans during employment with the City. Except in extraordinary circumstances, participants are generally precluded from withdrawing such funds on deposit until retirement or service termination.

c. Effective December 16, 2002, City will contribute an amount equal to one percent (1%) of the employee’s current base salary into a City deferred compensation account in the employee’s name. Said amount shall be in addition to any voluntary contribution made or to be made by employee.

13.7 Uniform Allowance

Effective January 1, 2001, employees in this unit shall receive, as additional annual compensation, a uniform allowance in the amount of Nine Hundred Dollars ($900). Thereafter, on each December 16 during the period that this Memorandum of Understanding remains in effect, the City shall pay employees an additional One Hundred Dollars ($100) in annual compensation as an increase in the uniform allowance pursuant to the following schedule:

Effective December 16, 2001: One Thousand Dollars ($1,000).

Effective December 16, 2002: One Thousand One Hundred Dollars ($1,100).

Effective December 16, 2003: One Thousand Two Hundred Dollars ($1,200).

One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.8 Contagious Disease

The City shall make available, at no cost to the employee, screenings for all strains of hepatitis, hepatitis B vaccinations, and shall monitor employees’ exposure to tuberculosis.

13.9 Special Assignment Pay

The City Manager may approve additional compensation in an amount up to, but not to exceed, ninety percent (90%) of the Fire Chief’s salary for the duration of a
13.13 **Deputy Fire Marshal Series**

Employees assigned as Deputy Fire Marshals shall be paid as follows:

- Deputy Fire Marshal I: Two and one-half percent (2.5%) above Firefighter top step
- Deputy Fire Marshal II: Five percent (5%) above Firefighter top step
- Deputy Fire Marshal III: Seven and one-half percent (7.5%) above Firefighter top step
- Deputy Fire Marshal IV: Ten percent (10%) above Firefighter top step
- Fire Captain (FM III): Ten percent (10%) above Fire Captain top step

13.14 **Fire/Engineer Operator**

Employees assigned as Fire/Engineer Operators shall be paid five percent (5%) above the Engineer top step.

13.15 **Administrative Captain**

Effective January 1, 2001, employees assigned as Administrative Captains shall be paid at a rate that is ten percent (10%) above the amount (inclusive of the FLSA adjustment) paid to Captains assigned to fire suppression duties.

13.16 **Other Administrative Positions**

a. Effective January 1, 2003, Fire Unit employees assigned as an Administrative Firefighter shall be paid at the rate of five percent (5%) of top step of rank of Firefighter (inclusive of FLSA), with pay increases of two and one-half percent (2.5%) per annum to a maximum of ten percent (10%), as best fitted to the Stockton Salary Matrix.

b. Effective January 1, 2003, Fire Unit employees assigned as an Administrative Firefighter/Engineer shall be paid at the rate of five percent (5%) of top step of rank of Firefighter/Engineer (inclusive of FLSA), with pay increases of two and one-half percent (2.5%) per annum to a maximum of ten percent (10%), as best fitted to the Stockton Salary Matrix.

13.17 **Longevity Pay**

The City shall increase the salary step of Firefighter, Firefighter/Engineer, and Fire Captain who attain twenty-two (22) years of continuous employment by eight and one-quarter percent (8.25%), as best fitted to the Stockton Salary Matrix. Effective December 16, 2001, the percentage increase shall be raised an additional two percent (2%) to ten and one-quarter percent (10.25%). Effective December 16, 2002, the percentage increase shall be raised an additional one percent (1%) to eleven and one-quarter percent (11.25%). Eligibility for Longevity Incentive Pay
c. 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.

Effective December 16, 2003, Fire Unit employees' dental care benefits coverage shall be amended to provide one hundred percent (100%) diagnostic and preventative care coverage.

d. The orthodontic benefit coverage is a Two Thousand Dollar ($2,000) lifetime maximum.

e. Fire Unit employees may schedule a physical examination annually. Consistent with City policies applicable to other bargaining units, the cost of the physical examination, not to exceed One Hundred Fifty Dollars ($150) and to the extent not covered by the City's medical plan, will be paid by the City on a reimbursement basis.

14.2 Retirement Medical Allowance

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) dependent and the following provisions shall apply:

a. 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).

b. 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.

c. Prescription Coverage. Prescription coverage will be provided for retirees and one (1) dependent.

d. Medical Plan. The medical plan for employees retiring on or after February 1, 1993, shall be the City's modified employee medical plan.

Employees retiring on or after January 1, 1996, who are eligible for retirement medical allowance may continue to be covered by the City's medical plan, when they reach age sixty-five (65), as supplemental coverage to Medicare or any other medical plan available to the retired employee. Said coverage shall extend to a retiree's spouse.
Section 15. Salary Plan

15.1 Salary Ranges

The salary ranges for all employees in this unit shall be as set forth in the City's Salary Schedule. All salaries hereby established and explained in other parts of Section 15 shall be salaries as fitted to the Stockton Salary Matrix. The rates of pay set forth in the City’s Salary Schedule represent the standard rates of pay for full-time employment for each classification, unless the schedule specifically indicates otherwise. Percentage increases given for cost of living or equity adjustments shall be calculated as follows: The adjustment would be made at the first step of the salary range, and fitted to the Stockton Salary Matrix, with each subsequent step to be calculated using the Stockton Salary Matrix.

15.2 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the minimum salary for the class to which the employee is appointed. When circumstances warrant, the City Manager may approve an entrance salary that is more than the minimum salary for the class. 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 only 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 Salary Step Plan

There shall be nine (9) salary steps for the classification of Firefighter. There shall be six (6) salary steps in each range for the classifications of Firefighter/Engineer and Fire Captain.

The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first step after receiving the recommendation of the department head. The same provision shall apply to hourly-paid and part-time employees.)

If a department head recommends to withhold increases to salary steps two (2) through nine (9) because an employee has not achieved the level of performance
Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.

15.5 **Salary Step After Military Leave**

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

15.6 **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.

15.7 **Salary Step After Promotion or Demotion**

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5%) above the rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. 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 rank to which demoted.

15.8 **Salary on Reinstatement**

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

15.9 **Salary Adjustments**

The Salary Schedule shall provide salary rates according to the following provisions:

a. **Equity Adjustment**

   Effective January 1, 2001, the Salary Schedule shall be increased by three and one-tenths percent (3.1%) as best fitted to the Stockton Salary Matrix.

b. **Annual Cost of Living Adjustments**

   (1) **Consumer Price Index Adjustment**: 
For clarification, effective December 16, 2005, Alameda County Fire Department, Local 55 replaced the City of Lodi for Salary Survey purposes.

The parties will arrange the survey information in descending rank order, and the Stockton Firefighters' base salary shall be adjusted by the percentage increase necessary to place the total compensation for the top step of the City's Firefighter classification at a position at the bottom of the top one-third (1/3) of the surveyed agencies, i.e., to a position equivalent to no less than the agency ranked fifth (5th). The adjustment would be made at the first step of the salary range for each classification covered by this Memorandum of Understanding and fitted to the Stockton Salary Matrix, with each subsequent step to be calculated using the Stockton Salary Matrix.

For purposes of this section, "total compensation" shall include base salary, PERS Employer-Paid Member Contribution or other applicable pension pick-up, uniform allowance, EMT pay, holiday pay, and any other PERS reportable compensation automatically received as a result of the rank held by the employee (e.g., the individual incentive pay received by an employee but not shared by all members holding the same rank would not be included).

(b) For the adjustment effective December 16, 2002, the parties will begin the survey no later than October 1, 2002, for a completion date of November 30, 2002. The survey shall compare the pay rates for the surveyed agencies effective as of December 1, 2002.

For the adjustment effective December 16, 2005, the parties will begin the survey no later than October 1, 2005, for a completion date of November 30, 2005. The survey shall compare the pay rates for the surveyed agencies effective as of December 1, 2005.

For the adjustment effective December 16, 2005, two and one-half percent (2.5%) of the total salary adjustment resulting from the Salary Survey shall be paid effective December 16, 2005. The balance of the adjustment shall be paid effective July 1, 2006. For example, if the Salary Survey reflects a six percent (6%) salary adjustment, two and one-half percent (2.5%) shall be paid effective December 16, 2005. The remaining three
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

In the event that PERS changes its interpretation concerning the compensability of the former procedure for the Earned Time Allowance, the parties commit to return to the Earned Time Allowance procedure for employees with twenty-two (22) or more years of continuous service.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Union.

Section 18. Scope of Agreement

a. 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.

b. During the term of this Memorandum of Understanding, no further cost reduction measures as proposed in the Cresap-McCormick-Paget Study will be implemented by the City which adversely impact the wages, hours, and other terms and conditions of employment of the members of this bargaining unit without prior agreement of the parties, it being the intent of the parties hereto that this provision shall not take precedence over any other provision of this Memorandum of Understanding.

Section 19. Duration of Agreement

All provisions of this Memorandum of Understanding shall be effective as of the date of execution, and shall remain in full force and effect up to and including December 15, 2007, and shall continue thereafter from year to year unless at least sixty (60) days prior to the expiration date of December 15, 2007, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

Section 20. Maintenance of Operations

a. It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this Memorandum of Understanding, through and inclusive of December 15, 2007, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, 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

CITY OF STOCKTON
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

DAVID MÁCEDO
Board Member, Local 456

TERRY PARKER
Director of Human Resources

APPROVED AS TO FORM:
WYLIE, McBRIE, JESINGER, PLATTEN & RENNER

CHRISTOPHER PLATTEN
Attorney at Law

APPROVED AS TO FORM:
JAYNE W. WILLIAMS
INTERIM CITY ATTORNEY

MICHAEL RISHWAIN
Assistant City Attorney

CITY OF STOCKTON
SECTION 1607.
Impartial and Binding Arbitration for Fire Department Employee Disputes

(a) Declaration of Policy. It is hereby declared to be the policy of the City of Stockton that strikes by firefighters are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) Prohibition Against Strikes. If any firefighter employed by the City of Stockton willfully engages in a strike against the City, said employee shall be dismissed from his or her employment and may not be reinstated or returned to City employment except as a new employee. No officer, board, council or commission shall have the power to grant amnesty to any employee charged with engaging in a strike against the City.

Obligation to Negotiate in Good Faith. The City, through its duly authorized representatives, shall negotiate in good faith with recognized Fire Department employee organizations on all matters relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of an [sic] negotiated agreement. Unless and until agreement is reached through negotiations between authorized representatives of the City and a recognized employee organization for the Fire Department or a determination is made through the impartial arbitration procedure hereinafter provided, no existing benefit, term or condition of employment for said Fire Department employees shall be altered, eliminated or changed.
experienced as labor arbitrators. If the City and
the employee organization cannot agree within
three (3) days after receipt of such list on one (1)
of seven (7) persons to act as the neutral
arbitrator, they shall alternately strike names from
the list of nominees until one (1) name remains
and that person shall then become the neutral
arbitrator and Chairperson of the Arbitration
Board.

(3) Any arbitration proceeding convened pursuant to
this Article shall be conducted in conformance
with, subject to, and governed by Title 9 of Part 3
of the California Code of Civil Procedure. The
Arbitration Board shall hold public hearings,
receive evidence from the parties and cause a
transcript of the proceedings to be prepared. The
Arbitration Board, in the exercise of its discretion,
may meet privately with the parties and mediate
or mede-arb issues in dispute. The Arbitration
Board may also adopt such other procedures that
are designed to encourage an agreement
between the parties, expedite the arbitration
hearing process, or reduce the costs of the
arbitration process.

(4) In the event no agreement is reached prior to the
conclusion of the arbitration hearings, the
Arbitration Board shall direct each of the parties
to submit, within such time limit as the Arbitration
Board may establish, a last offer of settlement on
each of the remaining issues in dispute. The
Arbitration Board shall decide each issue by
other actions by the City Council or by the electorate to confirm or approve the decision of the Arbitration Board shall be permitted or required.

(6) The expenses of any arbitration proceeding convened pursuant to this Article, including the fee for the services of the chairperson of the Arbitration Board and the costs of preparation of the transcript of the proceeding shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

(Repealed Election 10/14/47 effective 3/3/48; added Election 11/3/92 effective 1/13/93.)
(Note: This amendment to previously numbered Section 7° [Measure V initiated by Stockton Firefighters Local 1229] was passed by a vote of 29,299 [52.3%] at the 11/3/92 election.)
PHASE II
VACATION SCHEDULING AGREEMENT

Types of Vacation Leaves Scheduled during Phase II

1. AV = The balance of any unscheduled annual vacation from Phase I. Phase I is defined as contained in section 9.1 d. (1) in the Fire Services Management Memorandum of Understanding.

2. AVC = Annual Vacation Carryover.

3. LVC = Longevity Vacation Carryover.

The number of employees allowed off each day on Phase 1 or Phase 2 only (not including any other type of leaves) equals 8 employees per day.

**Formula for the Addition of any New Personnel**

\[
\text{267 (includes ambulance personnel and LTD employees)} \quad \text{New Employee}
\]

\[
\text{Total} \quad = \quad \frac{\text{New Employee}}{8}
\]

\[
X
\]

\[
X = \text{the new number of employees off per day under Phase I or Phase II, rounded to the nearest hundredths column (0.5 and greater – rounded up).}
\]

Longevity Vacation (previously Earned Time Allowance) is not subjected to Phase II scheduling guidelines.

For employees with twenty-two (22) years or more of continuous service, all vacation time shall be used as “longevity vacation time” and is not subjected to Phase II scheduling guidelines.

The City and Union further agree that the agreed upon Phase II Vacation Scheduling shall commence with the 2004 calendar year.
regarding Ambulance Transportation Implementation, a copy of which is attached as Exhibit A; and be it

FURTHER RESOLVED:

That the City Manager is hereby authorized to sign a Letter of Understanding between the City of Stockton and the International Association of Firefighters Local 456 regarding Paramedic Pay and EMT Certification, a copy of which is attached as Exhibit B.

PASSED, APPROVED and ADOPTED JUL 23 2002

ATTEST:

GYR A. PODESTO
Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
3. The City shall fill the positions of three (3) EMS Shift Captains assigning one (1) position per work shift (A, B and C) as identified within the Plan. This position shall be staffed and compensated as a Captain/Paramedic and shall receive a differential of five percent (5%) of top step Captain/Paramedic base pay.

4. The City agrees to develop operating policies and procedures for management of transportation units and personnel as contained within the Plan. The following are examples but not exclusive:
   a. Rotation schedules.
   b. Response to structure fires.
   c. EMS supply.

5. Additional transportation units shall be placed in service under the following conditions:
   a. When the City Manager determines, upon advisement from the Fire Chief, that current private ambulance providers are unable to cover existing ambulance districts:
      1. The additional ALS transportation unit will be staffed with one (1) EMT and one (1) Paramedic.
      2. Any new positions created by the addition of a transportation unit will be filled with sworn firefighter EMT's or firefighter paramedics from an established entry-level firefighter list.
   b. When the transport volume exceeds an average of ten point seven (10.7) transports per day (4,000 per year) for each transportation unit, the following will occur:
      1. An additional transport unit will be staffed with one (1) EMT and one (1) Paramedic.
      2. Any new positions created by the addition of a transportation unit will be filled with sworn firefighter EMT's or firefighter paramedics off an established entry-level firefighter list.
   c. Additional transportation units may be placed in service if the City Manager, under advisement from the Fire Chief, determines additional transportation unit(s) would benefit the community.
IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding this _____ day of July 2002 to be effective upon ratification by the parties.

Stockton Firefighters' Local 456, International Association of Firefighters

LARRY G. LONG
President

ED RODRIGUEZ
Executive Secretary

City of Stockton, a municipal corporation

MARK E. LEWIS, Esq.
City Manager

W. GARY GILLIS
Fire Chief

DAVE MACEDO
Executive Board

MICHAEL LILIENTHAL
Executive Board

Attest:

City Clerk

Approved as to Form:

WYLIE, McBRIDE, JESINGER, SURE & PLATTEN

CHRISTOPHER PLATTEN
Attorney at Law

Approved as to Form:

JAYNE W. WILLIAMS
INTERIM CITY ATTORNEY

LAUREN P. THOMASSON
Deputy City Attorney

Page 6
September 13, 2002

TO: Terry Parker, Director of Personnel Services
FROM: Mark Lewis, City Manager
SUBJECT: SALARY SCHEDULE BASE PAY FOR EMERGENCY MEDICAL SERVICES TRANSPORTATION TECHNICIAN CLASS

On July 23, 2002 the City Council approved Resolution 02-0480 which among other things created and allocated Emergency Medical Transport Technicians and set their salary steps. The Council was informed at that time that the policy objective was to provide monthly compensation to the Transport Technicians with paramedic certifications which was the same as paid to non-paramedic Firefighters. Both the Technicians and firefighters work an average of 56 hours per week. For the paramedic Transport Technicians, the amount approved included the required compensation for 40 hours at straight time and compensation for 16 hours at time and one half as required by the Fair Labor Standards Act (FLSA). The pay levels for base pay and FLSA pay that were presented to Council were structured on a 40-hour work schedule with overtime to make up the other 16 hours.

Since that time, staff has prepared to hire the new positions and has found that the use of a 56-hour work schedule instead of a 40-hour work schedule would operate much better and be more consistent with the 56-hour work schedule used to compensate firefighter staff. Revising the Technician’s work schedule to 56 hours will require that the base pay and the FLSA pay be adjusted. The net result of the adjustments to a 56-hour work schedule is $1 per month, which will cause the medic Technicians to be paid exactly the same as non-paramedic firefighters.

In order to make the compensation (Base Pay + FLSA Pay) for the Technicians comparable to the Firefighters and to establish the Technicians at a 56-hour work schedule that is also comparable to the Firefighters please adjust the monthly base pay levels in the City of Stockton Salary Schedule for the Emergency Services Transportation Technician class to:

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<td>$2,803</td>
<td>$2,946</td>
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<td>$3,256</td>
<td>$3,423</td>
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<td>$3,783</td>
<td>$3,977</td>
<td>$4,180</td>
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The hourly pay for Transport Technicians will be a function of dividing their annual pay by 2,912 hours since they will work a 56-hour schedule. Also, please establish a FLSA Pay Code for the Transport Technicians which pays them 17.333 hours per pay period at their hourly base pay.

MARK LEWIS
CITY MANAGER

cc: Gary Gillis, Fire Chief
John Hinson, Administrative Services Officer
Lauren Thomasson, Deputy City Attorney
LETTER OF UNDERSTANDING AMENDING THE
MEMORANDUM OF UNDERSTANDING BETWEEN
CITY AND LOCAL 456 REGARDING NONSWORN
PARAMEDIC AND EMT CLASSIFICATIONS
PAGE 2

DAVID MACEDO
Board Member, Local 456

W. GARY GILLIS
Fire Chief

ED RODRIGUEZ
Executive Secretary, Local 456

TERRY PARKER
Director of Personnel Services

APPROVED AS TO FORM:
WYLIE, McBRIDE, JESINGER,
SURE & PLATTEN

APPROVED AS TO FORM:
JAYNE W. WILLIAMS
INTERIM CITY ATTORNEY

CHRISTOPHER E. PLATTEN
Attorneys for IAFF Local 456

LAUREN P. THOMASSON
Deputy City Attorney
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RESOLUTION APPROVING AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON PROFESSIONAL FIRE FIGHTERS' LOCAL 456, WHICH IMPLEMENT THE STOCKTON FIRE DEPARTMENT EMERGENCY AMBULANCE TRANSPORTATION SERVICES AND PROVIDE FOR THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE NONSWORN EMERGENCY MEDICAL SERVICES TRANSPORT TECHNICIAN CLASSIFICATION

WHEREAS, on July 23, 2002, the Stockton City Council adopted Resolution No. 02-0480, which authorized the execution of a Letter of Understanding ("LOU") between the City of Stockton ("City") and Stockton Professional Fire Fighters' Local Union 456 ("Local 456") to: (1) implement the Stockton Fire Department Emergency Ambulance Transportation Services; (2) create the nonsworn position of Emergency Medical Services Transport Technician ("EMSTT"); and (3) allocate salary and benefit compensation therefore; and

WHEREAS, the LOU modified the Fire Fighters' Local Union 456 bargaining unit to include the EMSTT classification within the scope of representation, and to provide EMSTTs with all of the terms and conditions of employment contained in the existing Memorandum of Understanding ("MOU"), excluding safety retirement benefits; and

WHEREAS, on July 2, 2004, the Stockton City Council adopted Resolution No. 04-0538, which ratified the execution of the amended LOU dated December 3, 2003, as to the implementation plan of the Stockton Fire Department Emergency Ambulance Transportation Services; and

WHEREAS, on or about May 6, 2005, the City and Local 456 entered into negotiations to reopen the MOU for the purpose of: (1) consolidating all previously approved LOUs that govern the Emergency Ambulance Transportation Services and allocated budgeted positions within the Emergency Ambulance Transportation Services Fund budget, and (2) addressing the current salary and benefit compensation of EMSTTT personnel to maintain a structurally balanced budget for the duration of the agreement; and
WHEREAS, the City and Local 456 have completed negotiations and the parties have mutually agreed to amend the terms and conditions of employment within the MOU for the contract period of July 1, 2003 through December 15, 2007; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

That the City Manager is hereby authorized and directed to execute the MOU, attached hereto as Exhibit "A" and incorporated herein, and to take or authorize such actions as deemed necessary to carry out the purpose and intent of this Resolution.

PASSED, APPROVED and ADOPTED JUL 12 2005.

ATTEST:

EDWARD J/CHAVEZ
Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
MEMORANDUM OF UNDERSTANDING

CITY OF STOCKTON
FIRE FIGHTERS’ LOCAL 456
International Association of Fire Fighters

TERM OF AGREEMENT
JULY 1, 2003 through DECEMBER 15, 2007

Amended by Stockton City Council Resolution 05-0298
July 12, 2005
CITY OF STOCKTON

FIRE UNIT
MEMORANDUM OF UNDERSTANDING

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding 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 joint recommendations of the undersigned regarding wages, hours, and other terms and conditions of employment for the period commencing July 1, 2003, and ending on December 15, 2007. This agreement shall supersede all other existing agreements on the matters set forth herein.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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CITY OF STOCKTON
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, hereafter 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 Union Recognition

The Stockton Firefighters' Local 456 (formerly Local 1229), International Association of Firefighters, hereafter referred to as the "Union," is the recognized employee organization for the Firefighters' Unit, certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.
SECTION 2. UNION SECURITY

2.1 Dues Deduction

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

Payroll deductions shall be for a specified amount, consistent for all employee-members of the Union, and shall not include fines and fees.

Authorization, cancellation, or modification of payroll deductions shall be made upon forms provided or approved by the City. The payroll deduction authorized shall remain in effect until:

1. Canceled or modified by the employee through written notice to the City; or
2. The first day of the calendar month following the employee's transfer to a position represented by another employee organization; or
3. The employee terminates his or her employment with the City.

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

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

The employee's earnings must be sufficient after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made from future earnings to cover that pay period nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other required deductions shall have priority over the employee organization deduction.
b. **Indemnity and Refund.** The Union shall indemnify, defend, and hold the City harmless against any claim made or any suit initiated against the City in connection with or as a result of any employee-authorized deduction and/or payment of Union dues or premiums for benefits. In addition, upon presentation of supporting evidence, the Union shall refund to the City any amounts paid to it in error.

2.2 **Use of City Facilities**

The Union 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 Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

Any representative of the Union shall give notice to the Fire Chief or the Fire Chief’s designated representative when contacting Department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Union business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with the Fire Chief or the Fire Chief’s designated representative and when made shall continue until revoked by the Fire Chief.

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

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

2.3 **Advance Notice**

Except in cases of emergency, the Union shall be given reasonable advance written notice of the proposed change to any ordinance, resolution, rule, or regulation to be adopted by the City that relates to matters within the scope of representation and shall be given the opportunity to negotiate, if requested, with the management representatives designated by the City Manager.

In cases of emergency which constitute an imminent threat to the City’s financial and/or other resources, the City may immediately implement any emergency measures the City deems necessary to prevent the public business and/or the City’s operations from being financially or otherwise impaired and deal with the emergency at hand. At the earliest practicable date thereafter, the Union shall be provided with the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representatives designated by the City Manager.
2.4 Attendance At Meetings By Employees

City employees who are official representatives or unit representatives of the Union 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, as determined by the City, with the performance of City services. Such employee representatives shall request an excused absence, prior to the scheduled meeting, whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3) per recognized bargaining unit.

Effective July 1, 2003, the City shall allocate to the Union five hundred (500) hours each calendar year for the purpose of a Union Time Bank. This time off shall be used by Union representatives for matters not already covered in section 2.4 (a) above. The maximum number of hours for the Union Time Bank that shall be allowed on the books at any one time is one thousand (1000) hours. The use of the Union Time Bank shall be reasonable, as determined jointly by the Union President and Fire Chief. Such employee representatives requesting Union time off shall request prior to the scheduled time off.
SECTION 3. COMPLIANCE WITH LAWS

3.1 Non-Discrimination/Equal Employment

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

3.2 City Charter

The City of Stockton Charter, Article XVI, Section 1607 is attached as Appendix "A" as reference.
SECTION 4. PROBATION

4.1 Purpose

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

4.2 Original Entrance Positions

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

4.3 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, 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 is desired. During the probationary period an employee may be rejected at any time by the appointing authority.

4.4 Promotional Positions

Promotional appointments in the Fire Department are permanent appointments not subject to a probationary period.
SECTION 5. LAYOFF

Any employee may be laid off by the appointing authority in the event of the abolition of his/her position by the City Council or if a shortage of work or funds requires a reduction in personnel. The appointing authority shall have the power to determine, after consideration of work requirements and the efficiency and conduct of individual employees and their length of service, the order in which employees shall be laid off.

5.1 Layoff Scope

a. Layoffs shall be within departments of the City.

b. The departments of the City are defined as follows:
   (1) Administrative Services Department
   (2) City Attorney
   (3) City Auditor
   (4) City Clerk
   (5) City Manager
   (6) Community Development Department
   (7) Fire Department
   (8) Housing and Redevelopment Department
   (9) Human Resources Department
   (10) Library Services Department
   (11) Municipal Utilities Department
   (12) Parks and Recreation Department
   (13) Police Department
   (14) Public Works Department

5.2 Notice Of Layoff

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

5.3 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, as listed in ascending order:

a. Extra Help
b. Provisional
c. Temporary
d. Probationary
Layoffs shall be by job classification according to the length of time served in that class with the employee having the least amount of time served in the class to be laid off first. For the purpose of this procedure, part-time classes shall be considered as separate from and shall be laid off prior to regular full-time classes. The following provisions shall apply in computing total continuous service:

a. Time spent on military leave shall count as service if 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 for any other class.

c. Time worked in a permanent or probationary status shall count as service time.

If two (2) or more employees have the same seniority, the order of seniority shall be determined by lot.

5.4 Employee Options

Employees laid off shall have 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 (total service) seniority. 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 (total service) seniority.
SECTION 6. REEMPLOYMENT

When an employee in the classified service who has been performing his/her duties in a satisfactory manner, as shown by the records of the department in which he/she has been employed, is laid off because of lack of funds or abolition of his/her position or has been on authorized leave of absence is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of such employee to be placed on the reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur. The employee shall not be placed on said list or lists without his/her request.

The order in which names shall be placed on the reemployment list for any class shall be established by resolution from time to time by the Civil Service Commission. The Civil Service Commission shall determine this order by impartial investigation based upon consideration of work requirements, the efficiency and conduct of the individual employees, their length of service, and recommendation by the appointing authority and the Fire Chief.

In filling vacancies, eligibles on reemployment lists take precedence over eligibles on any other lists for the same rank in the department for which the lists apply.
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, 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 receipt of written notification of the action. Such filing will foreclose the use of the grievance procedure.

c. File a grievance as provided for in Section 8.2, below, within ten (10) business days of receipt of written notification of the action.

If the employee fails to do "b" or "c," above, within the prescribed time frames, those rights will have been waived.
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, regulations, and resolutions 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 time the affected employee received written notification of such action.

For purposes of filing appeals and grievances, the City of Stockton's business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding City-recognized holidays.

8.3 Grievance Processing

a. **Step 1 - Departmental Review.** Any employee who believes that he/she has a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit his/her grievance directly to the Union's recognized representative, the procedures set forth in Step 2, below, may be invoked.

b. **Step 2 - Director of Human Resources Review.** Any employee or any official of the Union 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) working 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 (2) 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 that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a
statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

d. **Step 4 - Arbitration.** If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

e. **Effect of Decision.** Decisions of arbitrators on matters properly before them shall be final and binding on the parties, except as otherwise provided herein.

8.4 **Scope of Arbitration**

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

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no 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. The arbitrator selected pursuant to this section shall not 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 arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

8.5 **Other Provisions**

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

CITY OF STOCKTON
if the arbitrator finds that the City had such right, he/she 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 that 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 sixty (60) 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 that 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 Union shall be processed under this section. If the City Charter requires that another option be available to the employee, no action under paragraph “d” of subsection 8.3, above, shall be taken unless it is determined that the employee is not availing himself/herself of such option.

No action under paragraph “d” of subsection 8.3, above, shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.
SECTION 9. LEAVES

9.1 Vacation Leave

a. Accrued Vacation Allowance. All regular employees, excluding provisional, temporary, and part-time employees, shall accrue nine (9) shifts (18 days) of vacation leave per year.

Employees shall accrue vacation on a twice-monthly basis.

b. Longevity Vacation Allowance. Effective January 1, 2001, all regular employees, excluding provisional, temporary, and part-time employees, shall accrue longevity leave in accordance with the following schedule:

(1) Upon four (4) years through seven (7) years of continuous employment, three and one-half (3 1/2) shifts (7 days), either time or pay.

Effective December 16, 2001: The benefit shall increase by two and one-half (2 1/2) shifts for a total of six (6) shifts (12 days), either time or pay.

Effective December 16, 2002: The benefit shall increase by one and one-half (1 1/2 shifts) for a total of seven and one-half (7 1/2) shifts (15 days), either time or pay.

(2) Upon eight (8) years through thirteen (13) years of continuous employment, five (5) shifts (10 days), either time or pay.

Effective December 16, 2001: The benefit shall increase by two and one-half (2 1/2) shifts for a total of seven and one-half (7 1/2) shifts (15 days), either time or pay.

Effective December 16, 2002: The benefit shall increase by one and one-half (1 1/2 shifts) for a total of nine (9) shifts (18 days), either time or pay.

(3) Upon fourteen (14) years through twenty-one (21) years of continuous employment, seven and one-half (7 1/2) shifts (15 days), either time or pay.

Effective December 16, 2001: The benefit shall increase by two and one-half (2 1/2) shifts for a total of ten (10) shifts (20 days), either time or pay.
Effective December 16, 2002: The benefit shall increase by one and one-half (1 1/2) shifts for a total of eleven and one-half (11 1/2) shifts (23 days), either time or pay.

(4) Upon twenty-two (22) years of continuous employment, ten (10) shifts (20 days), either time or pay. This benefit is a one-time credit and shall occur only in the twenty-second year.

Effective December 16, 2001: The benefit shall increase by two and one-half (2 1/2) shifts for a total of twelve and one-half (12 1/2) shifts (25 days), either time or pay.

Effective December 16, 2002: The benefit shall increase by one and one-half (1 1/2) shifts for a total of fourteen (14) shifts (28 days), either time or pay.

(5) After twenty-two (22) years of continuous employment, an employee shall no longer receive the Longevity Vacation Allowances established in subsections 9.1b. (1) through 9.1b. (4), above. Instead, such employees shall receive one (1) additional day of vacation leave allowance per year for each additional year of service after twenty-two (22) or more continuous years of employment.

(6) Accrual. The Longevity Vacation Allowance provided in this section shall be credited to an employee's leave balance upon the commencement of the calendar year in which the employee’s anniversary date triggering the allowance occurs. Longevity Vacation Allowance is earned on a prorated basis.

c. Sell-back. Employees may sell back all but two and one-half (2-1/2) shifts of Accrued Vacation per year. Employees may sell back all of their Longevity Vacation.

d. Scheduling.

(1) A minimum of two and one-half (2 1/2) consecutive shifts of Accrued Vacation must be scheduled per year. Longevity Vacation is not required to be scheduled and may be taken by an employee in either time or pay.

(2) Any Accrued Vacation that is not scheduled contiguous with the required two and one-half (2 1/2) consecutive shifts will be scheduled by mutual agreement of the employee and the Fire Chief.

(3) Employees with twenty-two (22) years of continuous employment will be permitted to exercise their Accrued Vacation Allowance in
Section 9.1a and the vacation leave allowance in Section 9.1b(5) of this Memorandum of Understanding on a flexible basis (i.e., two and one-half (2 1/2) shifts must be scheduled, and the remaining shifts are unscheduled, to be taken by the employee in either time or pay).

e. Carryover.

(1) Employees shall be entitled to carryover unused vacation benefits to a maximum at any time of twenty (20) days (10 shifts) in addition to the individual employee's current annual vacation benefit.

It is understood that employees must take all accrued vacation and longevity vacation before a request for leave of absence will be granted.

(2) The use of carryover time must be scheduled in advance. If carryover time is not utilized in the carryover year, it will be paid. See Appendix "C" for the Phase II Vacation Scheduling Agreement.

f. Vacation Allowance for Separated Employees. When an employee is separated from service, his/her earned, but unused vacation allowance, if any, shall be added to his/her final compensation.

In the event an employee separates from service after having been credited with Longevity Vacation Allowance credit, but prior to earning the credits or any portion thereof, such credit will be reduced to reflect the actual term of employment. When appropriate, the City may deduct from the employee's final compensation an amount equal to cover the cost of reimbursing the City for any used but unearned leave credit, whether taken in time or pay. In the event the employee's final compensation is not adequate to cover the amount of reimbursement owed the City, the amount of the deficiency shall be considered a debt for which the City is entitled to payment. For the purpose of proration pursuant to this provision, any month will be considered one-twelfth (1/12) of a year.

An employee who has resigned in good standing and is subsequently reinstated within one (1) year from the date of his/her resignation shall have his/her prior service counted in determining eligibility for accrued vacation and longevity benefits, deducting therefrom the amount of time between the date of resignation and the date of reinstatement, which shall not be counted in determining eligibility. 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 employee did not withdraw the employee's contributions to the Public Employees' Retirement System.
9.2 Sick Leave

a. **Accrual.** All regular employees, except provisional, temporary, and part-time employees, shall accrue sick leave at the rate of fifteen (15) 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 that the employee would normally have worked, to a maximum of sick leave hours accrued by the employee.

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

c. **Family Sick Leave.** Employees may utilize sick leave in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care. Such sick leave shall be limited by the Fire Chief to the time reasonably required to make other arrangements for such care.

Such leave shall be restricted to the employee's parents, spouse, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

d. **Procedures for Requesting and Approving Sick Leave.** The employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD) at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty. When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request in writing authorization for such sick leave from the Fire Chief prior to such absence.

Before an employee may be paid for the use of accrued sick leave, he/she shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth the dates and hours of absence, the exact reason, and such other information as is necessary for his/her 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 Fire Chief.
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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 two (2) consecutive shifts, a doctor’s certificate or other reasonable proof of illness may be required by the Fire Chief.

The Fire Chief 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.

g. **Accessibility and Reporting.** All officers and members of the Department on leave for sickness shall be available by telephone or at their home for consultation with the Fire Chief or the Fire Chief’s designee. Exceptions to this rule shall only be made with the permission of the attending physician and Fire Chief.

All officers and members of the Department on leave for sickness for extended periods of time will make weekly progress reports by telephone to the Fire Chief’s office.

h. **Return to Duty.** Upon availability for return to duty, the employee shall notify the Chief’s Operator, or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period. Sick leave may be granted for any period of time approved by the Fire Chief.

i. **Payment for Unused Sick Leave.** Upon separation with ten (10) years or more of service or upon termination of employment by reason of death or 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 value.

9.3 **Other Leaves With Pay**

a. **Bereavement Leave.** In the event of a death in the immediate family of an employee, the employee shall, upon his/her request, be granted up to three (3) days bereavement leave with pay and without charge to his/her 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 paragraph, "immediate family" shall be restricted to the employee's parents, spouse, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, 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 leave upon request, which shall be charged against the employee's accumulated sick leave credits.

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

Such absences 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 as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the City, within fifteen (15) days after receipt, all fees received, except those specifically allowed for mileage and expenses. The employee shall remit such fees to the City through the employee's department head.

Attendance at court or at a deposition while in an on-duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time necessarily involved, shall be considered and paid as hours worked.

Other absences from duty for attendance at court or at depositions shall be without pay.

On-duty employees shall return to work immediately upon release from court.

Attendance at court or at a deposition while in an off-duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time, where such travel is to a location outside of San Joaquin County, shall be considered and paid as hours worked.

For the purpose of computing any travel time to be reimbursed by the City in accordance with this section for attendance at court or at a deposition while in an off-duty status, such travel time shall be deemed to commence from the San Joaquin County Courthouse.
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c. Maternity Leave. Time off the job for pregnancy, childbirth, and related medical conditions will be covered as required by State and federal law and applicable City policy. Employees may use sick leave, leave without pay, annual leave, or a combination of these benefits, depending on the nature of the case and the time medically required to recuperate. Generally, a six (6) week recovery period after delivery is medically indicated.

d. 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) calendar days in any calendar year.

All regular employees in the service of the City 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 shall be allowed leave of absence without pay for the duration of a national emergency. Except as hereafter stated, said employees shall be reinstated into City service, provided 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/her minimum probationary period of eighteen (18) months at the time of induction, it shall be optional with the Fire Chief 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. Following such leave, said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit, as above specified, and shall serve the balance of their probationary period before attaining regular status.

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

9.4 Workers' Compensation Leave

Whenever an employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence, while so disabled, without loss of salary, in lieu of temporary disability payment, if
any, which would be payable for the period of such disability but not exceeding one (1) year or until such earlier date as he/she is retired on permanent disability pension.

If injury is claimed to be job-related or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician’s statement. Otherwise, disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received within three (3) days of the initial absence. The company officer should originate a "Supervisor’s Report of Accident" form (Form 78).

a. Notification to Department. The employee should notify the Chief’s Operator or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty.

b. Accessibility and Reporting. All officers and members of the Department on leave for injury (job-related or non-job-related) shall be available at their homes or by telephone for consultation with the Fire Chief or the Fire Chief’s designee(s). Exceptions to this rule shall only be made with the permission of the attending physician and the Fire Chief.

All officers and members of the Department on leave for injury (job-related or non-job-related) for extended periods of time will make weekly progress reports by telephone to the Fire Chief’s office.

c. Return to Duty. Upon availability for return to duty, employees shall notify the Chief’s Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period.

9.5 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 Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the Fire Chief 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 hereafter.

The entitlement to City-paid 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 and dental insurance plans by prepayment of the monthly premium during the authorized leave of absence.

Authorized absence without pay that 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/her position by reason of an injury or disease for which he/she 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.

9.6 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 the section.

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

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

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

b. **Application For and Approval of Leaves of Absence Without Pay.** In order to receive leave without pay, an employee must submit a request on the prescribed form to the Fire Chief and the City Manager. The request shall set forth the reasons for the request and all other information required for the Fire Chief of the Fire Chief’s representative to evaluate the request. Leaves without pay may be canceled by the Fire Department at any time.
9.7 Absence Without Official Leave (AWOL)

a. Denial of Leave Request 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 or City Manager or at the expiration of a leave shall be considered an absence without leave.

b. Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from employment with the City.
SECTION 10. DAYS AND HOURS OF WORK

10.1 Workweek

The regularly scheduled workweek for each member of the Fire Unit assigned to fire suppression duties shall average fifty-six (56) hours over a twelve (12) week period. The regularly scheduled workweek for each member of the Fire Unit assigned to work in the Department's administrative offices, the Fire Prevention Bureau, or the Division of Training shall be forty (40) hours. (For purpose of compliance with the Fair Labor Standards Act, a work period of 204 hours in a twenty-seven (27) day cycle has been declared by the Fire Chief for suppression personnel.) Other work periods may be declared by the Fire Chief for some or all members of the Fire Unit when dictated by operational requirements of the Fire Department.

All working shifts will commence at 8:00 a.m., with the exception of the employees assigned to work in the Fire Administration Office, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

10.2 Shift Trades

Fire Unit employees will be allowed to trade shifts. Shift trade privileges shall be determined and administered by the Fire Chief or the Fire Chief's designee in accordance with Article J, Section 2 of the Fire Department Procedures Manual, which provides for Fire Unit employees to have up to a maximum of nine (9) uncompleted shift trades at any one time and that the period during which shifts are to be traded and paid back shall not exceed twelve (12) months.

10.3 Staffing Policy

Except for extraordinary circumstances, the Stockton Fire Department will maintain constant and minimum staffing as follows:

a. **Engine Companies:** A minimum complement of one (1) Fire Captain, one (1) Engineer, and two (2) Firefighters.

b. At least two (2) of the employees assigned for duty to an engine company that is a paramedic engine company shall be certified paramedics ninety percent (90%) of the time.

c. **Truck Companies:** A minimum complement of one (1) Fire Captain, one (1) Engineer, and three (3) Firefighters.

d. **Ambulance Companies:** A minimum complement of one (1) Paramedic and one (1) EMT. This shall be the minimum staffing level for a transportation unit.

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e. **EMS Shift Captain**: A minimum complement of one (1) Paramedic Captain per shift assigned as the EMS Shift Captain and compensated an additional differential of five percent (5%) of top step Captain/Paramedic base pay. Effective July 1, 2005, this EMS Shift Captain and one (1) Firefighter position will be assigned to staff a support unit. This shall be the minimum staffing for the support unit per shift.

f. Effective October 15, 2001, the fire suppression-staffing minimum will be reduced from sixty-four (64) to sixty-three (63) positions per shift. The Captain position formerly assigned to SP2 will be assigned to the Fire Department Office in an administrative role as determined by the Fire Chief. This position will augment the eight (8) existing Administrative Captain positions within the Department.

g. Effective January 1, 2003, the fire suppression-staffing minimum will be increased from sixty-three (63) positions per shift to sixty-four (64) positions per shift. This increase reflects the addition of the EMS Shift Captain (EMS-2).

h. Effective July 1, 2005, the fire suppression-staffing minimum will be seventy-two (72). This reflects the staffing of thirteen (13) engine companies, three (3) truck companies, one (1) two-person support unit, two (2) Battalion Chiefs, and a Chief's Operator.

i. The eleven (11) Administrative Captain positions and the four (4) sworn Administrative Chief Officer positions, other than the Fire Chief, will be staffed on a constant basis, except when the persons occupying such positions are on leave time. In addition, with the exception of the Chief Officers, persons occupying such positions will not be used to fill line positions during their normal forty (40)-hour workweek. However, the Administrative Captain positions may fill temporary vacancies in fire suppression while waiting for an eligibility list to be established, in the event one does not exist. Administrative Captains may not be used to draw down the relief pool or to backfill on a day-to-day basis, except in extraordinary circumstances.

j. The Department will continue staffing two (2) twenty-four (24)-hour Battalion Chief positions on each shift.

Except for short-term absences, normally less than four (4) hours, or under circumstances as described in Section 10.3 of the Fire Services Management Memorandum of Understanding, the Department will make every effort to maintain the above levels by filling in from the relief pool, or if the relief pool has been exhausted, by callbacks. Callbacks will be done in accordance with Department policies in existence at the time of issuance of the policy.
k. The City and Union agree that the Letter of Understanding ("LOU") Appendix "D" entitled CONSOLIDATED LETTER OF UNDERSTANDING SFD AMBULANCE TRANSPORTATION dated July 2005 shall be made part of and attached to this Memorandum of Understanding ("MOU") and shall be in force until December 15, 2007.
11.1 Definition

a. For the purpose of determining whether an employee is to be paid at the rate of time and one-half (1-1/2) for hours worked in excess of 216 hours in a twenty-seven (27) day work period, hours worked shall include all paid time as well as all time worked.

b. For Fire Prevention Bureau employees and Division of Training employees, overtime shall be paid at the rate of time and one-half (1 1/2) for all hours in excess of forty (40) hours in a seven (7) day work period for which they are in a paid status because of the performance of work and/or the use of paid leave.

11.2 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 in excess of their normal work schedule.

b. Use. Such compensatory time must be taken during the same twenty-seven (27) day work period in which it is earned and will be credited on an hour off for hour worked basis. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief's designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that he/she is unable to take accrued compensatory time during the same twenty-seven (27) day work period in which it is earned, pay for such time shall be provided at straight time or time and one-half (1 1/2) depending upon the number of hours worked by the employee during the work period.

c. Department Policy. Compensatory time for sworn 40-hour personnel shall be provided in accordance with the Department's Policy and Procedures, Article J, Section 3B.

11.3 Fair Labor Standards Act

The City and the Union shall cooperate with each other to promptly resolve any issue that may arise during the term of this Memorandum of Understanding regarding compliance with the Fair Labor Standards Act. Any dispute involving the interpretation or application of the Fair Labor Standards Act may be referred to the City Manager by the complaining party or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issue(s) 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 dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

The interpretation and application of the Fair Labor Standards Act with regard to the following provisions: Work Out of Classification, Training Time, Rank for Rank Relief, Continuing Education for Paramedics, and Calculation of Overtime Pay for Fire Suppression Personnel, shall be administered in accordance with the Letter of Understanding dated May 5, 1986, between the City and the Union, which states:

This is to set forth certain agreements and understandings between the Union and City, through their designated representatives, as to the interpretation and application of the Fair Labor Standards Act with regard to the employees in the Fire Unit. The provisions set forth in this section shall be binding on the parties and shall remain in effect for the duration of the existing Memorandum of Understanding.

a. **Work Out of Classification.** Employees assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which the employee does not hold a permanent appointment.

b. **Training Time.** The time spent by an employee for job-related training in which participation is required as a condition of employment shall be considered as hours worked. Said training time shall be viewed as hours worked in lieu of the employee's normally scheduled shifts for that period. Employees shall participate in such training programs during their normally scheduled hours of work when provided by the City during those hours, unless there is a particular hardship or schedule conflict which precludes the employee's attendance, in which event approval to obtain such training during off-duty hours must be requested and obtained in advance from the Fire Chief or the Fire Chief's designated representative.

For example, a Firefighter who would normally work Tuesday and Friday (48 hours), but is sent to Asilomar for the period from Monday through Friday will be credited as though he/she has worked his/her normal shifts.

c. **Rank for Rank Relief.** In providing relief, Fire Unit employees may work in a rank lower than the rank which they currently hold, but may not provide relief by working in a rank above their current rank, except in extraordinary circumstances.
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d. **Continuing Education for Paramedics.** The City will compensate members of the Fire Unit at their straight time rate for time spent in continuing education necessary to maintain their certification, up to a maximum of forty-four (44) hours per calendar year.

e. **Calculation of Overtime Pay for Fire Suppression Personnel.** For purposes of computing overtime for Fire Unit employees pursuant to the Fair Labor Standards Act, the City will comply with Section 778.109 of the Department of Labor regulations concerning the calculation of the regular rate. Section 778.109 of the Department of Labor regulations provides that the regular hourly rate of pay of an employee is determined by dividing his/her total remuneration for employment in the applicable work period by the total number of hours actually worked by the employee in that work period for which such compensation was paid. An example of the method of calculating overtime compensation using a Fire Captain working suppression for the City would be as follows:

For illustrative purposes only assume:

\[
\begin{align*}
$2,795 &= \text{set salary for the 27-day work period for a Captain} \\
216 &= \text{number of "regular hours" worked within the 27-day period}
\end{align*}
\]

Regular rate is computed as follows:

\[
\frac{$2,795}{216} = $12.94
\]

If hours worked = 204 through 216, the overtime rate = 1/2 x $12.94 = $6.47
If hours worked are greater than 216, the overtime rate = 1 1/2 x $12.94 = $19.41

If a particular Captain working suppression worked one 24-hour shift of overtime as a Captain within the 27-day work period, overtime would be computed as follows:

Hours worked in excess of 216 = 24
Regular rate $12.04 x 1.5 = $19.41
$19.41 x 24 = $465.84 overtime

If a particular Captain working prevention worked one 24-hour shift as a Firefighter at overtime in suppression within the seven (7)-day work period, overtime would be computed as follows:

Hours worked in excess of 40 = 24
Regular Firefighter rate x 1.5 = overtime rate
Overtime rate x 24 = overtime
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The Union and City, through their designated representatives, have attempted in good faith to insure that the policies and practices of the City regarding overtime pay for the members of the Fire Unit are in conformance with the requirements of the Fair Labor Standards Act. Nothing shall prohibit the Union and City from meeting and conferring over provisions of the Fair Labor Standards Act by mutual agreement. In the event it is determined by a court of competent jurisdiction that any policy or practice of the City or authorized by this Memorandum of Understanding is inconsistent with the Fair Labor Standards Act, the designated representatives of the Union and City shall immediately meet and confer and amend such policy or practice to conform with the requirements of the Fair Labor Standards Act.

f. **Calculation of Pay While in Fire Academy.** While enrolled in the Fire Academy, newly appointed firefighters shall have their pay calculated on a 40-hour work week (this will not include FLSA pay based on a 56-hour work week as an EMSTT, nor will an Unassigned Paramedic add pay be due).
SECTION 12. HOLIDAYS

The City observes the following holidays on the dates indicated:

(1) New Years Day (January 1)
(2) Martin Luther King’s Birthday (Third Monday in January)
(3) Lincoln’s Birthday (Second Monday in February)
(4) Washington’s Birthday (Third Monday in February)
(5) Cesar Chavez Day (March 31)
(6) Memorial Day (Last Monday in May)
(7) Independence Day (July 4)
(8) Labor Day (First Monday in September)
(9) Columbus Day (Second Monday in October)
(10) Veterans’ Day (November 11)
(11) Thanksgiving (Fourth Thursday in November)
(12) The day following Thanksgiving (Fourth Friday in November)
(13) Christmas Day (December 25)
(14) Employee’s Birthday

The base salary of Fire Unit employees has been adjusted to compensate the employees for the holidays in lieu of time off.

In addition, a day appointed by the President or Governor as a public holiday shall be observed by the City for the purpose of administering this section. For any such holiday, Fire Unit employees shall receive the equivalent of one (1) additional hour of pay per month in lieu of holiday leave. For any holiday adopted by the City Council on a one-time basis (e.g. a national day of mourning), the payment of one additional hour of pay per month shall be limited to a twelve (12) month period.
SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Public Employee Retirement System Benefits

The City participates in the California Public Employees' Retirement System (PERS) and shall provide the Union's members with the following retirement benefits in accordance with state law and the agreement between the City and PERS.

a. Retirement Contribution Supplement. The City contributes an amount equal to nine percent (9%) of the employee's current base salary and other compensation as qualified by State law toward PERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code section 20691.

b. Military Service Credit. The City will make application to PERS to provide for military service pursuant to the provisions of Government Code section 21024 (formerly 20930.3), at the employee's expense, effective upon adoption by the Stockton City Council and PERS Administration Board.

c. Employee Contributions. In accordance with Government Code section 20692 (formerly 20615.5, Employer Paid Member Contributions as Compensation), employees, at the beginning of their last year of employment, will pay their nine percent (9%) employee contribution through an automatic payroll deduction. The base salary for those employees will be increased by that same nine percent (9%) for the last twelve (12) months of employment (IRS Code § 414H(2) will be concurrently implemented with the PERS amendment).

d. Three Percent At Age 50 Retirement Benefits. As soon as possible following the City and Union's execution of this Memorandum of Understanding, the City shall make application with PERS to provide Government Code section 21362.2 (3% at age 50) benefits, with the benefit to be effective for Union's members on December 16, 2001, or following the approval and adoption by the Stockton City Council and PERS Board of Administration, if after December 16, 2001.

e. Additional PERS Benefits. The following PERS benefits shall remain in effect during the term of this Memorandum of Understanding: Sick Leave Conversion (Government Code section 20965), Survivor Benefit Level 4 (Government Code section 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code section 21635), and Continuation of Death Benefits After Remarriage (Government Code section 21551).
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The Union shall have such other PERS benefits as set forth in the agreement between the City and PERS as of the date of execution of this Memorandum of Understanding.

13.2 Certificate Incentive Pay

The City will pay three percent (3%) of the top step of rank for sworn Fire Unit employees who attain an Intermediate Certificate.

The City will pay six percent (6%) of the top step of rank for sworn Fire Unit employees who attain an Advanced Certificate.

13.3 Educational Incentive Pay

Employees with degrees/diplomas above and beyond that which is required of their positions shall be provided three percent (3%) of the top step of rank. Employees are limited to no more than three percent (3%) regardless of the number of degrees/diplomas that they have above that required of their positions. If an employee promotes to a position that matches his/her diplomas/degrees, 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 upon the recommendation of the Fire Chief and the approval of the City's Director of Human Resources.

13.4 HAZ/MAT Assignment

The City shall pay five percent (5%) of the top step of rank for sworn Fire Unit employees actively assigned to the HAZ/MAT response team. This section applies to a total certified and assigned complement of twelve (12) employees.

13.5 Paramedic Certification

The City shall pay Fire Unit employees who are assigned to Paramedic duties and possess a valid Paramedic certificate as follows:

- Paramedic Firefighter/EMSTT Step I: Six percent (6%) above top step of current applicable rank.
- Paramedic Firefighter/EMSTT Step III: Eight and one-half percent (8.5%) above top step of current applicable rank.
- Paramedic Firefighter/EMSTT Step V: Eleven percent (11%) above top step of current applicable rank.
- Paramedic Engineer: Six percent (6%) above Engineer top step.
- Paramedic Fire Captain: Six percent (6%) above Fire Captain top step.
Unassigned Paramedic Pay. The City agrees to compensate all San Joaquin County licensed and accredited Stockton Fire Department paramedics who are not assigned to a paramedic position on an ambulance or engine company five percent (5%) unassigned paramedic pay.

13.6 Deferred Compensation

a. Employees in this unit may participate, at no cost to the City, in the City’s deferred compensation plan.

b. The City will provide, in addition to normal salary, a contribution of three percent (3%) of the employee’s current base salary, to the City’s deferred compensation plan on the employee’s behalf.

Effective December 15, 2001, the City’s obligation to pay any deferred compensation in the employees’ names, other than voluntary contribution, shall cease. Effective December 16, 2001, the value of the three percent (3%) deferred compensation contribution shall be paid directly to employees as base pay, as best fits the Salary Matrix. Employees may elect to defer the amount of additional pay that would be received pursuant to this section by directing that the total amount, or any portion thereof, be deposited in or distributed among any of the City’s deferred compensation plans. In no event will the total City/employee contribution exceed the amount allowed by law. Participants who receive this benefit may participate in the City’s deferred compensation plans during employment with the City. Except in extraordinary circumstances, participants are generally precluded from withdrawing such funds on deposit until retirement or service termination.

c. Effective December 16, 2002, City will contribute an amount equal to one percent (1%) of the employee’s current base salary into a City deferred compensation account in the employee’s name. Said amount shall be in addition to any voluntary contribution made or to be made by employee.

13.7 Uniform Allowance

Effective January 1, 2001, employees in this unit shall receive, as additional annual compensation, a uniform allowance in the amount of Nine Hundred Dollars ($900). Thereafter, on each December 16 during the period that this Memorandum of Understanding remains in effect, the City shall pay employees an additional One Hundred Dollars ($100) in annual compensation as an increase in the uniform allowance pursuant to the following schedule:

Effective December 16, 2001: One Thousand Dollars ($1,000).

Effective December 16, 2002: One Thousand One Hundred Dollars ($1,100).
Effective December 16, 2003: One Thousand Two Hundred Dollars ($1,200).

One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.8 Contagious Disease

The City shall make available, at no cost to the employee, screenings for all strains of hepatitis, hepatitis B vaccinations, and shall monitor employees’ exposure to tuberculosis.

13.9 Special Assignment Pay

The City Manager may approve additional compensation in an amount up to, but not to exceed, ninety percent (90%) of the Fire Chief’s salary for the duration of a special assignment when an employee is assigned in writing by the Fire Chief, with the approval of the City Manager, to perform additional duties and responsibilities.

13.10 Acting Pay

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

13.11 Call-Back Pay

An employee called back to work to assist with a multiple alarm fire or other emergency situation after he/she has worked a scheduled shift and has departed from the work site shall earn four (4) hours of call-back at the regular hourly rate of pay or time and one-half (1-1/2) of his/her regular rate of pay for time worked, whichever is greater.

The above provision shall not apply to employees called back due to an operator error that does not result in the employee being assigned for the day or an employee’s participation in official meetings called by authorized personnel of the Stockton Fire Department. In such instances, the employee will be compensated on an hourly basis, which shall include the employee’s travel time.

13.12 Tiller Pay

Employees qualified as Tiller Operators and assigned to perform that duty shall receive an additional five percent (5%) of current base pay while performing that duty. No more than twelve (12) employees will be paid Tiller Pay at any given time. Nine (9) employees shall be paid on shifts, and up to three (3) employees shall be
13.13 **Deputy Fire Marshal Series**

Employees assigned as Deputy Fire Marshals shall be paid as follows:

- Deputy Fire Marshal I: Two and one-half percent (2.5%) above Firefighter top step
- Deputy Fire Marshal II: Five percent (5%) above Firefighter top step
- Deputy Fire Marshal III: Seven and one-half percent (7.5%) above Firefighter top step
- Deputy Fire Marshal IV: Ten percent (10%) above Firefighter top step
- Fire Captain (FM III): Ten percent (10%) above Fire Captain top step

13.14 **Fire/Engineer Operator**

Employees assigned as Fire/Engineer Operators shall be paid five percent (5%) above the Engineer top step.

13.15 **Administrative Captain**

Effective January 1, 2001, employees assigned as Administrative Captains shall be paid at a rate that is ten percent (10%) above the amount (inclusive of the FLSA adjustment) paid to Captains assigned to fire suppression duties.

13.16 **Other Administrative Positions**

a. Effective January 1, 2003, Fire Unit employees assigned as an Administrative Firefighter shall be paid at the rate of five percent (5%) of top step of rank of Firefighter (inclusive of FLSA), with pay increases of two and one-half percent (2.5%) per annum to a maximum of ten percent (10%), as best fitted to the Stockton Salary Matrix.

b. Effective January 1, 2003, Fire Unit employees assigned as an Administrative Firefighter/Engineer shall be paid at the rate of five percent (5%) of top step of rank of Firefighter/Engineer (inclusive of FLSA), with pay increases of two and one-half percent (2.5%) per annum to a maximum of ten percent (10%), as best fitted to the Stockton Salary Matrix.

13.17 **Longevity Pay**

The City shall increase the salary step of Firefighter, Firefighter/Engineer, and Fire Captain who attain twenty-two (22) years of continuous employment by eight and one-quarter percent (8.25%), as best fitted to the Stockton Salary Matrix. Effective December 16, 2001, the percentage increase shall be raised an additional two
percent (2%) to ten and one-quarter percent (10.25%). Effective December 16, 2002, the percentage increase shall be raised an additional one percent (1%) to eleven and one-quarter percent (11.25%). Eligibility for Longevity Incentive Pay shall be established effective the first pay period following the twenty-second (22nd) anniversary of the employee’s date of hire.

For the 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 employee did not withdraw the employee’s contribution to PERS.

a. Effective December 16, 2004, the City will pay five percent (5%) of top step pay in rank to members of this unit who have fifteen (15) years of continuous service with the City’s Fire Department. The pay shall be referred to as “Longevity Pay.”

b. Eligibility shall be established effective the first pay period following the fifteenth (15th) anniversary of the employee’s date of hire.

c. The City shall increase the salary step of Fire Unit employees who attain twenty-two (22) years of continuous employment to eleven and one-quarter percent (11.25%). The fifteen (15) year, five percent (5%) longevity add pay for employees identified in Section 13.17(a) will stop upon implementation of the eleven and one-quarter (11.25%) base salary step increase. The increase shall be effective the pay period immediately following the 22nd anniversary date

13.18 Severance Pay Deferral

Employees eligible for sick leave payoff at retirement may request not to receive the payoff until the first pay period of the calendar year following the date of retirement. For example, an employee who retires on June 15, 2001, would not receive the sick leave payoff until the first pay period after January 1, 2002. To the extent consistent with current tax laws, such requests will be honored.
SECTION 14. INSURANCE PLANS

14.1 Health Insurance And Related Benefits

a. Commencing with the execution of this Memorandum of Understanding, the City will provide for hospitalization, medical, dental/orthodontic, vision, and prescription benefits. The City will contribute all premiums necessary for these benefits for the term of this Memorandum of Understanding. The medical plan is the City's modified employee medical plan which is summarized on Appendix "B," attached hereto.

b. 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.

c. 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.

Effective December 16, 2003, Fire Unit employees' dental care benefits coverage shall be amended to provide one hundred percent (100%) diagnostic and preventative care coverage.

d. The orthodontic benefit coverage is a Two Thousand Dollar ($2,000) lifetime maximum.

e. Fire Unit employees may schedule a physical examination annually. Consistent with City policies applicable to other bargaining units, the cost of the physical examination, not to exceed One Hundred Fifty Dollars ($150) and to the extent not covered by the City's medical plan will be paid by the City on a reimbursement basis.

14.2 Retirement Medical Allowance

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) dependent and the following provisions shall apply:

a. 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).

b. 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.

c. Prescription Coverage. Prescription coverage will be provided for retirees and one (1) dependent.

d. Medical Plan. The medical plan for employees retiring on or after February 1, 1993, shall be the City's modified employee medical plan.

Employees retiring on or after January 1, 1996, who are eligible for retirement medical allowance, may continue to be covered by the City's medical plan, when they reach age sixty-five (65), as supplemental coverage to Medicare or any other medical plan available to the retired employee. Said coverage shall extend to a retiree's spouse.

14.3 Medicare Supplemental Coverage Requirements

Upon reaching age sixty-five (65), retired employees are required by the City to apply for Medicare Part A and Part B coverage and to accept Medicare coverage if eligible. Those who must pay a premium to Medicare in order to obtain Part A coverage will be reimbursed by the City for their Medicare Part A premium. The City's medical coverage shall continue on a coordinated basis with the City as a secondary payer after Medicare pays as the primary provider. There may be occasions when paying the premium cost for Medicare Part A may not be in the City's best interest or the retiree may not be eligible. If such circumstances exist, the City's supplemental medical plan would then be the primary coverage plan. The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City's modified medical plan as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse.

14.4 Long Term Disability Insurance

The City will add Twelve Dollars ($12) per month to the base salary of each job classification covered by the Memorandum of Understanding, as best fitted to the Salary Matrix.

Effective July 1, 2003, the City will add an additional four dollars ($4.00) for a total of sixteen dollars ($16.00) per month to the base salary of each job classification covered by the Memorandum of Understanding, as best fitted to the Salary Matrix.

During the life of this Memorandum of Understanding, the City will continue to annually review any increase in the premium for the Union Preferred Plan for the preceding year and shall increase the amount to be added to the base salary of each classification by an amount equivalent to the increase in the premium.
However, in no event shall the total amount to be added to the base salary of each job classification exceed Seventeen Dollars ($17) per month per classification during the life of the Memorandum of Understanding. The City’s performance in accordance with this provision shall fully satisfy and discharge the City’s obligation to provide the Union’s members with a Long Term Disability program, and the Union accepts, without reservation, responsibility for purchasing a Long Term Disability plan for its members or otherwise investing as it deems appropriate the increased salary payments made pursuant to this section.

14.5 Term Life Insurance

Employees are covered by the City’s Term Life Insurance, with a benefit equal to one and one-half (1-1/2) times base annual salary.
15.1 **Salary Ranges**

The salary ranges for all employees in this unit shall be as set forth in the City’s Salary Schedule. All salaries hereby established and explained in other parts of Section 15 shall be salaries as fitted to the Stockton Salary Matrix. The rates of pay set forth in the City’s Salary Schedule represent the standard rates of pay for full-time employment for each classification, unless the schedule specifically indicates otherwise. Percentage increases given for cost of living or equity adjustments shall be calculated as follows: The adjustment would be made at the first step of the salary range, and fitted to the Stockton Salary Matrix, with each subsequent step to be calculated using the Stockton Salary Matrix.

15.2 **Salary Upon Appointment**

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the minimum salary for the class to which the employee is appointed. When circumstances warrant, the City Manager may approve an entrance salary that is more than the minimum salary for the class. 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 only 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 **Salary Step Plan-Sworn Ranks**

There shall be nine (9) salary steps for the classification of Firefighter. There shall be six (6) salary steps in each range for the classifications of Firefighter/Engineer and Fire Captain.

The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first step after receiving the recommendation of the department head. The same provision shall apply to hourly-paid and part-time employees.)

If a department head recommends to withhold increases to salary steps two (2) through nine (9) because an employee has not achieved the level of performance
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

required, 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.

The second step shall be paid upon the employee’s satisfactory completion of the Fire Academy and upon the written recommendation of the department head.

The third step shall be paid upon the satisfactory completion of six (6) months of service at the second step.

The fourth step shall be paid upon the satisfactory completion of six (6) months of service at the third step.

The fifth step shall be paid upon the satisfactory completion of one (1) year of service at the fourth step.

The sixth step shall be paid upon the satisfactory completion of one (1) year of service at the fifth step.

The seventh step shall be paid upon the satisfactory completion of one (1) year of service at the sixth step.

The eighth step shall be paid upon the satisfactory completion of one (1) year of service at the seventh step.

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

As an exception to the foregoing, employees promoted to the rank of Fire Captain shall be eligible for step increases upon the satisfactory completion of six (6) months’ service in each step of the Fire Captain salary range. Also, employees holding the rank of Firefighter/Engineer shall be subject to step increase intervals of one (1) year. However, the Firefighter/Engineer rank shall be limited to six (6) salary steps. Regardless of an employee’s length of service, step advancements may be made upon recommendation of the department head with the approval of the City Manager, but not above Step No. 6 of the Firefighter/Engineer and Fire Captain salary ranges, and not above Step No. 9 of the Firefighter salary 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.

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

15.5 **Salary Step After Military Leave**

All employees who have been granted 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.

15.6 **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.

15.7 **Salary Step After Promotion or Demotion**

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5%) above the rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. 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 rank to which demoted.

15.8 **Salary on Reinstatement**

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

15.9 **Salary Adjustments**

The Salary Schedule shall provide salary rates according to the following provisions:

a. **Equity Adjustment**

   Effective January 1, 2001, the Salary Schedule shall be increased by three and one-tenths percent (3.1%) as best fitted to the Stockton Salary Matrix.

b. **Annual Cost of Living Adjustments**

   (1) **Consumer Price Index Adjustment:**
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

On December 16, 2001, and on each December 16th during the period covered by this Memorandum of Understanding, unless otherwise indicated in this section, the City shall increase the salaries reflected in its Salary Schedule for the Union's members by an amount equal to eighty percent (80%) of the Consumer Price Index for Urban Wage Earners and Clerical Workers U.S. City Average (CPI-W) for the twelve (12)-month period concluding with the October index for that year. The salary increase shall be a minimum of two and one-half percent (2.5%), but shall not exceed six percent (6%).

An example of how the adjustment would be made is as follows: A CPI-W increase of six percent (6%) would result in a four and eight-tenths percent (4.8%) increase. The adjustment would be made at the first step of the salary range, and fitted to the Stockton Salary Matrix, with each subsequent step to be calculated using the Stockton Salary Matrix.

2) Salary Survey Adjustment:

For the annual salary adjustments to be made effective December 16, 2002, and December 16, 2005, the Salary Schedule shall be increased in accordance with the Cost of Living Adjustment formula described above or the Salary Survey formula described below, whichever is greater.

(a) In conducting any salary survey required pursuant to this section, the Union and City shall work together to obtain total compensation information for the top step of the Firefighter classifications from the following sixteen (16) agencies:

- Alameda County Fire Department, Local 55
- City of Anaheim
- City of Fremont
- City of Fresno
- City of Garden Grove
- City of Huntington Beach
- City of Livermore
- City of Modesto
- City of Pasadena
- City of Pleasanton
- City of Sacramento
- City of San Bernardino
- City of Santa Ana
- City of Torrance
- City of Tracy
- Sacramento Metro Fire Protection District

CITY OF STOCKTON
For clarification, effective December 16, 2005, Alameda County Fire Department, Local 55 replaced the City of Lodi for Salary Survey purposes.

The parties will arrange the survey information in descending rank order, and the Stockton Firefighters' base salary shall be adjusted by the percentage increase necessary to place the total compensation for the top step of the City's Firefighter classification at a position at the bottom of the top one-third (1/3) of the surveyed agencies, i.e., to a position equivalent to no less than the agency ranked fifth (5th). The adjustment would be made at the first step of the salary range for each classification covered by this Memorandum of Understanding and fitted to the Stockton Salary Matrix, with each subsequent step to be calculated using the Stockton Salary Matrix.

For purposes of this section, "total compensation" shall include base salary, PERS Employer-Paid Member Contribution or other applicable pension pick-up, uniform allowance, EMT pay, holiday pay, and any other PERS reportable compensation automatically received as a result of the rank held by the employee (e.g., the individual incentive pay received by an employee but not shared by all members holding the same rank would not be included).

(b) For the adjustment effective December 16, 2002, the parties will begin the survey no later than October 1, 2002, for a completion date of November 30, 2002. The survey shall compare the pay rates for the surveyed agencies effective as of December 1, 2002.

For the adjustment effective December 16, 2005, the parties will begin the survey no later than October 1, 2005, for a completion date of November 30, 2005. The survey shall compare the pay rates for the surveyed agencies effective as of December 1, 2005.

For the adjustment effective December 16, 2005, two and one-half percent (2.5%) of the total salary adjustment resulting from the Salary Survey shall be paid effective December 16, 2005. The balance of the adjustment shall be paid effective July 1, 2006. For example, if the Salary Survey reflects a six percent (6%) salary adjustment, two and one-half percent (2.5%) shall be paid effective December 16, 2005. The remaining three
and one-half percent (3.5%) shall be paid effective July 1, 2006. The Salary Survey adjustments shall be made at the first step of the salary range for each classification covered by this Memorandum of Understanding, and as best fitted to the Stockton Salary Matrix, with each subsequent salary step to be calculated using the Stockton Salary Matrix.

(c) If the Union and City cannot agree on the amount of the adjustment to be made, the sole issue of the appropriate salary adjustment shall be taken before an arbitrator for binding arbitration. The process to select an arbitrator shall commence on the first business day following the scheduled December 16 implementation date.

15.10 Multiple Pay Raises

In certain years, multiple pay raises will be due to members represented under this Memorandum of Understanding. For an example, if on December 16, 2005, the Salary Survey reflected a four point two three one percent (4.231%) salary adjustment, and if on December 16, 2005, members of this Union with twenty-two (22) or more years of continuous service are eligible for a one percent (1%) increase for Longevity Incentive Pay, the members with twenty-two years of continuous service shall be provided a total of five point two three one percent (5.231%) increase effective December 16, 2005.

The Union and City agree that when multiple raises are due at the same time only, the adjustments shall be added up and the total adjustment shall be made at the first step of the salary range for each classification covered by this Memorandum of Understanding, and as best fitted to the Stockton Salary Matrix, with each subsequent salary step to be calculated using the Stockton Salary Matrix.
SECTION 16. SEPARABILITY OF PROVISIONS

In the event that any provisions of this Memorandum of Understanding are 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 17. 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.

In the event that PERS changes its interpretation concerning the compensability of the former procedure for the Earned Time Allowance, the parties commit to return to the Earned Time Allowance procedure for employees with twenty-two (22) or more years of continuous service.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Union.

SECTION 18. 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.

During the term of this Memorandum of Understanding, no further cost reduction measures as proposed in the Cresap-McCormick-Paget Study will be implemented by the City which adversely impact the wages, hours, and other terms and conditions of employment of the members of this bargaining unit without prior agreement of the parties, it being the intent of the parties hereto that this provision shall not take precedence over any other provision of this Memorandum of Understanding.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

SECTION 19. DURATION OF AGREEMENT

All provisions of this Memorandum of Understanding shall be effective as of the date of execution, and shall remain in full force and effect up to and including December 15, 2007, and shall continue thereafter from year to year unless at least sixty (60) days prior to the expiration date of December 15, 2007, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

SECTION 20. MAINTENANCE OF OPERATIONS

a. It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this Memorandum of Understanding, through and inclusive of December 15, 2007, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, 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. In addition, the City may take other action that 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 Union, the City may take such remedial action as it deems appropriate.

d. The Union 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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

In the event any activity prohibited by subsection "a" occurs, the Union agrees to take any and all steps necessary to assure compliance with this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 12th day of July 2005.

STOCKTON PROFESSIONAL FIRE FIGHTERS LOCAL UNION 456'
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

By:  
MICHAEL LITIENTHAL
Its:  President

By:  
DAVE MACEEDO
Its:  Vice-President

By:  
TIM ENRIGHT
Its:  Executive Board Member

CITY OF STOCKTON, a municipal corporation

By:  
MARK LEWIS
Its:  City Manager

By:  
TERRY G. PARKER
Its:  Director of Human Resources

By:  
GARY GILLIS
Its:  Fire Chief

APPROVED AS TO FORM:

WYLIE, McBRIEDE, JESSINGER, PLATTEN & RENNER

By:  
CHRISTOPHER PLATTEN
Its:  Legal Counsel

APPROVED AS TO FORM:

REN NOSKY
City Attorney

By:  
MICHEAL JOHNSON
Its:  Deputy City Attorney

ATTEST:
KATHERINE GONG MEISSNER
CITY CLERK

CITY OF STOCKTON
THE

CHARTER

OF THE

CITY OF STOCKTON
THE CHARTER
OF THE
CITY OF STOCKTON

ADOPTED BY THE PEOPLE OF THE
CITY OF STOCKTON ON NOVEMBER 28, 1922

RATIFIED BY THE SECRETARY OF STATE
OF THE STATE OF CALIFORNIA ON JANUARY 31, 1923,
AND IN EFFECT ON JULY 1, 1923

AS AMENDED THROUGH AND INCLUDING
MARCH 2, 2004
ARTICLE XVI, SECTION 1607 – THE CHARTER OF THE CITY OF STOCKTON

Impartial and Binding Arbitration for Fire Department Employee Disputes

(a) Declaration of Policy. It is hereby declared to be the policy of the City of Stockton that strikes by firefighters are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) Prohibition Against Strikes. If any firefighter employed by the City of Stockton willfully engages in a strike against the City, said employee shall be dismissed from his or her employment and may not be reinstated or returned to City employment except as a new employee. No officer, board, council or commission shall have the power to grant amnesty to any employee charged with engaging in a strike against the City.

(c) Obligation to Negotiate in Good Faith. The City, through its duly authorized representatives, shall negotiate in good faith with recognized Fire Department employee organizations on all matters relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of any negotiated agreement. Unless and until agreement is reached through negotiations between authorized representatives of the City and a recognized employee organization for the Fire Department or a determination is made through the impartial arbitration procedure hereinafter provided, no existing benefit, term or condition of employment for said Fire Department employees shall be altered, eliminated or changed.
(d) Impasse Resolution Procedures.

(1) All disputes or controversies pertaining to wages, hours or terms and conditions of employment which remain unresolved after good faith negotiations between the City and a Fire Department employee organization should be submitted to a three (3) member Board of Arbitrators upon the declaration of an impasse by the City or by the recognized employee organization involved in the dispute.

(2) Representatives designated by the City and representatives of the recognized employee organization involved in the dispute shall each select and appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the City and the employee organization, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the City and the recognized employee organization involved in the dispute cannot agree upon the selection of the neutral arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, either party may then request the State Mediation and Conciliation Service of the State of California Department of Industrial Relations to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the City and the employee organization cannot agree within three (3) days after receipt of such list on one (1) of seven (7) persons to act as the neutral arbitrator, they shall alternately strike names from the list of nominees until one (1) name remains and that person shall then become the neutral arbitrator and Chairperson of the Arbitration Board.
(3) Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Arbitration Board shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or mede-arb issues in dispute. The Arbitration Board may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

(4) In the event no agreement is reached prior to the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the remaining issues in dispute. The Arbitration Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms to those factors traditionally taken into consideration in the determination of wages, hours, benefits and terms and conditions of public and private employment, including, but not limited to the following: changes in the average consumer price index for goods and services; the wages, hours, benefits and terms and conditions of employment of employees performing similar services; and the financial condition of the City of Stockton and its ability to meet the costs of the decision of the Arbitration Board.

(5) After reaching a decision, the Arbitration Board shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten (10) day period the parties shall meet privately, attempt to resolve their differences, and by mutual agreement amend or modify the decision of the Arbitration Board. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board, as it may be modified or amended by the parties, shall be publicly disclosed and shall be binding on the parties. The City and the employee organization shall take whatever action is necessary to carry out and effectuate the arbitration award. No other actions by the City Council or by the electorate to confirm or approve the decision of the Arbitration Board shall be permitted or required.

(6) The expenses of any arbitration proceeding convened pursuant to this Article, including the fee for the services of the chairperson of the Arbitration Board and the costs of preparation of the transcript of the proceeding shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

(Repealed Election 10/14/47 effective 3/3/48; added Election 11/3/92 effective 1/13/93.)
(Note: This amendment to previously numbered Section 7 [Measure V initiated by Stockton Firefighters Local 1229] was passed by a vote of 29,299 [52.3%] at the 11/3/92 election.)
## APPENDIX “B”

### CITY OF STOCKTON

**MODIFIED EMPLOYEE MEDICAL PLAN (BENEFIT RECAP)**

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Plan Pays This Portion of Allowed Rate If Member Providers Used</th>
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<tr>
<td>$2,000,000 Lifetime $ Maximum</td>
<td>$150.00 per person, per year (maximum 3 per family)</td>
</tr>
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<table>
<thead>
<tr>
<th>RX</th>
<th>100% After $3 Generic / $8 Brand name, employee co-pay for up to 60 day supply of prescription drugs &amp; insulin. No vitamins. (Note: Does not apply to deductible or max out-of-pocket).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospitalization</td>
<td>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%).</td>
</tr>
<tr>
<td>Surgeon/Anesthesiologist</td>
<td>100%</td>
</tr>
<tr>
<td>Outpatient Surgery</td>
<td>100%</td>
</tr>
<tr>
<td>Outpatient Lab/X-ray</td>
<td>100% Includes Preventive care: pap, mammo, prostate - frequency by age guidelines.</td>
</tr>
<tr>
<td>OB Maternity</td>
<td>100% Normal or C-Section for employee or spouse.</td>
</tr>
<tr>
<td>Home Health Care and Hospice</td>
<td>100% Subject to Utilization Review and Case Management.</td>
</tr>
<tr>
<td>Radiation/Chemotherapy/ Dialysis</td>
<td>100%</td>
</tr>
<tr>
<td>Emergency Room</td>
<td>100% 1st treatment of accident injury within 72 hours, if health endangering, or life threatening acute illness. Otherwise 50%</td>
</tr>
<tr>
<td>ER Physician</td>
<td>100% For surgery or for other approved emergency services. (Non-emergency illness 50%)</td>
</tr>
<tr>
<td>Ambulance</td>
<td>80% Ground or Air</td>
</tr>
<tr>
<td>Preventative Care</td>
<td>80% Well baby care first 2 yrs. Frequency by pediatric guidelines. Immunizations for children and adults. (Except for travel inoculations)</td>
</tr>
<tr>
<td>Physicians Office Visits</td>
<td>80% When ill.</td>
</tr>
<tr>
<td>Chiropractic Visits</td>
<td>80% Of allowable amounts. Subject to utilization review.</td>
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<td>Other Covered Services</td>
<td>80%</td>
</tr>
<tr>
<td>Outpatient Psychotherapy</td>
<td>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.</td>
</tr>
<tr>
<td>Inpatient Psychiatric</td>
<td>80%</td>
</tr>
<tr>
<td>Alcohol and Drug Counseling/Detox/Treatment</td>
<td>80% To maximum $2,000 Lifetime. For alcohol &amp; drug counseling/detox/treatment. Must initiate thru the City's E.A.P. Program. For active only, not retirees.</td>
</tr>
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</table>

**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.

REVISED 11/30/04
LHOOTEN
APPENDIX "C"

PHASE II
VACATION SCHEDULING AGREEMENT

Types of Vacation Leaves Scheduled during Phase II

1. AV = The balance of any unscheduled annual vacation from Phase I. Phase I is defined as contained in section 9.1 d. (1) in the Fire Services Management Memorandum of Understanding.

2. AVC = Annual Vacation Carryover.

3. LVC = Longevity Vacation Carryover.

The number of employees allowed off each day on Phase 1 or Phase 2 only (not including any other type of leaves) equals 8 employees per day.

Formula for the Addition of any New Personnel

\[
\frac{267 \text{ (includes ambulance personnel and LTD employees)}}{8} = \frac{\text{New Employee Total}}{X}
\]

\[X = \text{the new number of employees off per day under Phase I or Phase II, rounded to the nearest hundredths column (0.5 and greater - rounded up).}\]

Longevity Vacation (previously Earned Time Allowance) is not subjected to Phase II scheduling guidelines.

For employees with twenty-two (22) years or more of continuous service, all vacation time shall be used as "longevity vacation time" and is not subjected to Phase II scheduling guidelines.

The City and Union further agree that the agreed upon Phase II Vacation Scheduling shall commence with the 2004 calendar year.
APPENDIX “D”

CONSOLIDATED LETTER OF UNDERSTANDING
SFD AMBULANCE TRANSPORTATION

It is understood and agreed by and between the CITY OF STOCKTON, hereby referred to as the City, and the STOCKTON PROFESSIONAL FIREFIGHTERS LOCAL 456, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereby referred to as the Union, that the following steps be completed for implementation of emergency ambulance transportation services within the jurisdiction of the Stockton Fire Department (SFD) and outlying areas of San Joaquin County as identified within the Stockton Fire Department Emergency Medical Services Transport Report (herein referred to as the Plan).

This Letter of Understanding (LOU) shall be made part of and attached to the existing Memorandum of Understanding (MOU) between the City and Union and shall be in force until December 15, 2007.

1. The City shall endeavor to implement the Plan in an expeditious manner and in full compliance with all necessary authorization from the San Joaquin County Emergency Medical Services Authority (EMSA).

2. The City shall hire Emergency Medical Service Transport Technicians (EMSTTs) to staff fire department ambulances. A complement of one (1) Paramedic and one (1) EMT shall be the minimum staffing level for an emergency transportation unit.

3. EMSTTs shall attend a minimum two (2) week SFD Orientation Course.

4. Current firefighter EMT’s and/or Paramedics may be assigned to a transportation unit at the discretion of the Fire Chief.

5. Sworn personnel voluntarily filling overtime in non-sworn positions (on the ambulance) agree to be compensated at the top step EMSTT overtime hourly rate of pay for the classification which is being filled, i.e., EMSTT paramedic or EMSTT EMT.

a. Suppression members mandated to work overtime in non-sworn positions will be compensated at their current sworn position overtime hourly rate. For example, a Captain may volunteer to work overtime on the ambulance as an EMT knowing that he/she will be compensated at the top step EMSTT overtime hourly rate; however, he/she will receive a rate of pay normally received if worked as a Captain (Captain at time and a half) when mandated to work in the same non-sworn position on the ambulance.

6. Additional transportation units shall be placed in service under the following conditions:

CITY OF STOCKTON
a. An additional transportation unit(s) will be placed into service when the Department’s transport volume exceeds an average of ten point seven (10.7) transports per day (4,000 per year) for each emergency transportation unit currently in service. Such additional transport units will be staffed with one (1) EMSTT EMT and one (1) EMSTT Paramedic.

b. Additional transportation units may be placed in service if the City Manager, upon advisement from the Fire Chief, determines additional transportation unit(s) would benefit the community. Such an additional emergency transportation unit shall be staffed with one (1) EMSTT EMT and one (1) EMSTT Paramedic.

7. As identified in the Plan, when the City places into service the seventh (7th) transportation unit, the City shall assign two (2) sworn employees to fulfill the duties and responsibilities of the following positions:

a. EMS staff engineer/paramedic assigned to the Division of Training (DOT) on a forty (40) hour work week.

b. EMS Chief Officer.

8. The City and Union hereby agree that EMSTTs shall become members of the Union and shall be entitled at all applicable rights set forth in the MOU, except the following provisions shall apply:

a. **Retirement Medical Allowance.** EMSTTs shall become eligible for retirement medical allowance no sooner than the first pay period following the employee’s fifteenth (15th) anniversary of City service, and who have retired at age fifty (50) or later. Such allowance shall terminate at age sixty-five (65).

b. **Retirement System.** EMSTTs shall be covered and represented, to the extent permitted by law, under the contract between the City and the California Public Employees’ Retirement System as Miscellaneous Employees.

c. **Salary.** EMSTTs hired before July 1, 2005, (Tier A) shall increase salary steps in six-month intervals and be compensated according to the following salary-steps:

   1 – $3082   2 – $3240   3 – $3406   4 – $3580   5 – $3764
   6 – $3957   7 – $4160

d. EMSTTs hired after July 1, 2005, (Tier B) shall be compensated according to the following salary-steps:

   i. 1 – $2524   2 – $2653   3 – $2789   4 – $2932   5 – $3082
ii. Salary steps for EMSTT's hired after July 1, 2005, shall increase in one-year intervals for steps 1 through 6. Step 7 shall occur at the employee's tenth (10th) anniversary from date of hire.

iii. The City and the Union agree that there is a two Tier salary range system for EMSTT's based upon a July 1, 2005 hire date. Tier A applies to all EMSTT's hired prior to July 1, 2005. Tier B applies to all EMSTT's hired after July 1, 2005. All add-pays are based on the employee's respective salary range (i.e., Tier A or B).

e. Work Schedule. EMSTT's shall work the same 56-hour work schedule (shift work schedule) as sworn-fire suppression personnel and shall be considered as 56-hour non-sworn employees for all intent and purposes, (not withstanding entitlement of overtime compensation for hours worked in excess of 40-hours per week as set forth below).

f. Base Salary. The base salary for EMSTT's shall be as set forth in the Stockton Salary Schedule Matrix and will include straight time for all (56-hours) regularly scheduled shift work. In addition, EMSTT's shall receive paramedic pay compensation as described in Section 13.5, Paramedic Certification, of the Fire Unit MOU (Paramedic steps I, III, V).

g. Hourly Rate of Pay. The hourly rate of pay for EMSTT's (EMT) shall be determined by dividing the annual base salary (plus any additional add pays to which EMSTT's are entitled) by 2,912 hours. The hourly rate of pay for EMSTT's (Paramedic) shall be determined by dividing the base salary and paramedic pay compensation (plus any additional add pays to which EMSTT's are entitled) by 2,912 hours.

h. Fair Labor Standards Act – Overtime. EMSTT's shall be paid an additional 17.33 hours per pay period. This additional compensation shall meet the City's obligation of and compliance with the Fair Labor Standards Act for overtime compensation for regularly scheduled hours worked in excess of 40-hours per week.

Overtime hours worked shall be paid at the rate of one and one-half times (1-1/2) the hourly rate of pay. Overtime hours worked shall be defined as all work hours other than regularly scheduled shift work.

i. Calculation of Pay While in EMSTT Academy. While enrolled in the academy, newly appointed EMSTT's shall have their pay calculated based on a 40-hour work week (this will not include FLSA pay based on the 56-hour work week as an EMSTT nor will any Unassigned Paramedic add pay be due).
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

j. **EMSTT Transition to Firefighter.**

i. EMSTTs who successfully pass the entry level Firefighter testing process shall be afforded the opportunity to be appointed to the vacant position of firefighter, upon approval by the Personnel Officer. (Ref. CSC Rules and Regulations for Police and Fire Employees, Rule VII, Section 5(a)).

ii. EMSTTs who do not complete Firefighter probation may, with the Fire Chief's recommendation, have the ability to continue city service, and if doing so as a fire department EMSTT, will suffer no loss of pay or seniority; however, any pay adjustment will be commensurate with the final position held. For example, a Probationary Firefighter who has attained regular status as an EMSTT or who has successfully completed six (6) months of probation as an EMSTT may be transferred, reinstated, or voluntarily demoted to EMSTT shall be credited with time in class and shall be compensated at the salary step as if the employee had remained in the previously held position.

iii. EMSTTs transitioning to the rank of Firefighter shall have their Firefighter starting pay calculated in accordance with Section 15.7 of the Fire Unit MOU.

k. **Probation.** Section 4 of the MOU applies, except that all original entrance non-sworn positions shall be tentative and subject to a probationary period of twelve (12) months. The probationary period for entrance non-sworn positions shall not be extended.

9. Any dispute arising as to the interpretation or application of the provisions of this agreement shall be resolved in accordance with the grievance provisions set forth in Section 8 of the MOU.

IN WITNESS WHEREOF, the parties hereto have executed this LOU agreement this 12th day of July 2005, to be effective upon ratification by the parties.

STOCKTON PROFESSIONAL FIRE FIGHTERS LOCAL UNION 456' INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

By: **Michael L. Lichtenwal**

President

CITY OF STOCKTON, a municipal corporation

By: **Mark Lewis**

City Manager

CITY OF STOCKTON
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

By:  
DAVE MACEDO  
Its:  Vice-President

By:  
TERRY G. PARKER  
Its:  Director of Human Resources

By:  
W. GARY GILLIS  
Its:  Fire Chief

By:  
TIM ENRIGHT  
Its:  Executive Board Member

APPROVED AS TO FORM:

WYLIE, McBRIEDE, JESSINGER, PLATTEN & RENNER

By:  
CHRISTOPHER PLATTEN  
Its:  Legal Counsel

APPROVED AS TO FORM:

REN NOSKY  
City Attorney

By:  
MICHON JOHNSON  
Its:  Deputy City Attorney

ATTEST:
KATHERINE GONG MEISSNER
CITY CLERK

CITY OF STOCKTON
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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CITY OF STOCKTON
TO:        MAYOR and CITY COUNCIL
FROM:      TERRY PARKER, Director of Human Resources
SUBJECT:   RESOLUTION: AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STOCKTON PROFESSIONAL FIRE FIGHTERS LOCAL UNION 456 AND THE CITY OF STOCKTON TO CONSOLIDATE ALL CITY COUNCIL ADOPTED AND APPROVED LETTERS OF UNDERSTANDING IN REFERENCE TO THE IMPLEMENTATION OF THE STOCKTON FIRE DEPARTMENT EMERGENCY AMBULANCE TRANSPORTATION SERVICES ALONG WITH THE TERMS AND CONDITIONS OF EMPLOYMENT FOR NONSWORN EMERGENCY MEDICAL SERVICES TRANSPORT TECHNICIAN CLASSIFICATION, AND ADOPTING AMENDED TERMS AND CONDITIONS OF EMPLOYMENT

RECOMMENDATION

Adopt a resolution amending the Memorandum of Understanding between the City of Stockton and the Stockton Professional Fire Fighters Local Union 456, effective July 1, 2003 through December 15, 2007, by consolidating all City Council adopted and approved Letters of Understanding in reference to the implementation of the Stockton Fire Department Emergency Ambulance Transportation Services and the terms and conditions of employment for nonsworn Emergency Medical Services Transport Technician classification, and adopting amended terms and conditions of employment through December 15, 2007 (Exhibit "A").

SUMMARY

The City of Stockton and the Stockton Professional Fire Fighters' Local Union 456 entered into negotiations to reopen the Memorandum of Understanding to consolidate Letters of Understanding in reference to the Stockton Fire Department Emergency Ambulance Transportation Services and the terms and conditions of employment of nonsworn Emergency Medical Services Transport Technician within the Memorandum of Understanding, and to amend the salary and benefit compensation allocated to the nonsworn Emergency Medical Services Transport Technician classification to ensure a structurally balanced budget through the duration of the labor agreement.
DISCUSSION

Background

On July 23, 2002, the Stockton City Council adopted Resolution No. 02-0480 that authorized the execution of a Letter of Understanding (the "LOU") between the City of Stockton ("City") and Stockton Professional Fire Fighters' Local Union 456 ("Local 456") regarding the implementation of the Stockton Fire Department Emergency Ambulance Transportation Services and the creation of the nonsworn position of Emergency Medical Services Transport Technician ("EMSTT") and allocated salary compensation therefore. And on July 2, 2004, the Stockton City Council adopted Resolution 04-0538 whereby the Council ratified the execution of the amended LOU dated December 3, 2003, regarding the provisions within the implementation plan of the Emergency Ambulance Transportation Services.

The LOU modified the Fire Fighters' Local 456 bargaining unit by including within the scope of representation EMSTT classification. Additionally, the LOU provided that EMSTTs, with the exclusion of safety retirement benefits, would be subject to all of the terms and conditions of employment contained in the then current Memorandum of Understanding.

Present Situation

On or about May 6, 2005, the City and Local 456 entered into negotiations to reopen the MOU for the purpose of consolidating all City Council adopted and approved LOUs in reference to the Emergency Ambulance Transportation Services and addressing the current salary and benefit compensation of EMSTT personnel to maintain a structurally balanced budget.

The LOUs between the City and Local 456 were overlapping. Each LOU contained language of understanding between the parties since the implementation of the Emergency Ambulance Transportation Service in 2002; the consolidation of the LOUs into one single document and amending the language within the Memorandum of Understanding ("MOU") in reference to the EMSTT classification effectively facilitates the interpretation and application of the parties' mutual understanding.

Additionally, the parties agreed to amend the terms and conditions of employment, the allocated salary and benefit compensation for EMSTT personnel, and the allocated positions within the Emergency Ambulance Transportation budget. Through these negotiations significant salary and benefit reductions were negotiated between the parties to bring expenses into line with the current revenue projections from the Emergency Ambulance Transportation Fund for the duration of the agreement.
July 12, 2005
MAYOR and CITY COUNCIL
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- Transfer three (3) allocated positions – Fire Captains (Emergency Medical Supervisor) from the Emergency Ambulance Transportation budget into the Fire Suppression budget;

- Eliminate salary steps eight (8) and nine (9) of the current nine-step salary range allocated to the classification of EMSTT personnel currently employed with the Stockton Fire Department; the salary range shall consist of salary-steps one (1) through seven (7);

- Reduce the salary compensation for newly appointed EMSTTs by twenty percent (20%); the salary range shall consist of salary steps one (1) through seven (7);

- Expand the time frame for newly appointed EMSTTs to reach each salary steps from six (6) months to one (1) year intervals; however, salary-step seven (7) shall be occur upon completion of ten (10) continuous years of employment service with the Stockton Fire Department; and

- Limiting the overtime compensation at the rate of EMSTT for emergency ambulance transportation services.

Financial Summary

The amended Memorandum of Understanding eliminates the last two salary-steps (a reduction from a 9-salary step plan to 7-step plan) allocated to the EMSTT classification from the current EMSTT personnel, which shall also affect any and all pay incentives applied to the classification based on top salary step of rank. Currently, there are no current EMSTT personnel at salary-step 7, as a result the cost savings shall be experienced in future budgets.

For newly appointed EMSTTs after July 1, 2005, the salary range/compensation shall be reduced by twenty percent (20%), the expansion of salary steps intervals from six (6) months to one (1) year along with limiting the overtime compensation at the rate of EMSTT for emergency ambulance transportation services shall also have significant cost savings in future budgets.
July 12, 2005
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The transfer of three (3) allocated Fire Captains-Emergency Medical Supervisors positions from the Emergency Ambulance Transportation budget into the Fire Suppression budget possesses an immediate savings of approximately $621,000.

Respectfully submitted,

Ethel Francois
TERRY PARKER
DIRECTOR OF HUMAN RESOURCES

Attachment: Exhibit “A”

MARK LEWIS, City Manager

APPROVED:
MEMORANDUM

January 4, 2008

TO: MARK MOSES, Chief Financial Officer
ATTENTION: LINDA RAMIREZ, Supervising Accounting Office Assistant
Administrative Services Department

FROM: DIANNA R. GARCIA, Director of Human Resources
Human Resources Department


At its meeting of Tuesday, December 11, 2007, the Stockton City Council approved and adopted Resolution No. 07-0503 authorizing and directing the City Manager to execute Memoranda of Understanding ("MOU") between the City of Stockton and the Stockton Professional Firefighters' Local Union No. 456 representing the Fire Unit, and the Fire Management Unit, respectively, for wages, hours, and other terms and conditions of employment for terms of employment through June 30, 2010. A summary of the "key" terms of the MOU based on City Council's adoption and approval are as follows:

- **Terms of Agreement – Fire Unit and Fire Management Unit – July 1, 2003 through June 30, 2010.** The terms of agreement of the Memorandum of Understanding for the Fire Unit, and the Fire Management Unit, respectively, reflects and incorporates an extension of two and one-half (2-1/2) years to the original term agreements of July 1, 2003 through December 15, 2007.

- **2006 Consumer Price Index - Cost of Living Adjustments Deferred to July 1, 2007 – Fire Unit and Fire Management Unit** – The City of Stockton to have provided cost-of-living adjustments effective December 16, 2006, respectively, based on eighty percent [80%] of the October 2006 Consumer Price Index ("CPI") data for Urban Wage Earners' and Clerical Workers United States City Average during terms of employment of July 1, 2003 through December 15, 2007; salary adjustments of a minimum of two and one-half percent [2.5%] but not to exceed six percent [6.0%]. However, the parties mutually agreed to defer cost-of-living adjustments determined to be two and one-half percent [2.5%] based on the October 2006 CPI-data to July 1, 2007, a one time deferment.

- **Consumer Price Index – Cost of Living Adjustments during Terms of Employment – Fire Unit and Fire Management Unit** – The City of Stockton to provide cost-of-living adjustments effective July 1, 2008, and July 1, 2009, based on eighty percent [80%] of the November CPI data of the previous fiscal year (i.e., November 2007 and November 2008) for Urban Wage Earners' and Clerical Workers' United States City Average. The salary adjustment shall be a minimum of two and one-half percent [2.5%] but not to exceed six percent [6.0%]. For example, a CPI of nine percent [9.0%] would result in a six percent [6.0%] adjustment, and a CPI of two percent [2.0%] would result in a two and one-half percent [2.5%] adjustment.
Market Salary Survey of July 1, 2009 – Fire Unit – The City of Stockton and the Stockton Professional Firefighters’ Local Union 456 representing the Fire Unit shall jointly conduct a market survey for salary adjustment scheduled for and effective on July 1, 2009. The City of Stockton’s Salary Schedule shall be adjusted in accordance with the Market Salary Survey formula (e.g., a minimum of four and one-half percent [4.5%] but not to exceed eight and one-half percent [8.5%]) or based on the CPI formula described and referenced above, whichever is greater. The results of the Market Salary Survey shall also apply to those job classifications assigned to the Fire Management Unit.

Staffing Level for Truck Company 7 – Fire Unit – The authorized minimum staffing level of the fifth personnel per shift was initially decreased to four personnel per shift effective March 31, 2006; the staffing of the fifth personnel per shift is deferred to July 1, 2008. Effective July 1, 2008, the staffing level for Truck Company 7 shall be a minimum complement of 1-Fire Captain, 1-Fire Engineer, and 3-Fire Fighters for a total complement of 5 personnel.

Staffing Level for Fire Suppression – Fire Unit – The fire suppression-staffing minimum is seventy-four (74); this reflects the staffing of thirteen (13) engine companies (4 personnel per shift), four (4) truck companies (5 personnel on 3, and 4 personnel on Truck 7 per shift), two (2) Fire Battalion Chiefs and a Chief Operator. Effective July 1, 2008, the fire suppression-staffing minimum shall be seventy-five (75); this reflects the staffing of thirteen (13) engine companies (4 personnel per shift), four (4) truck companies (5 personnel per shift on all trucks, including Truck 7), two (2) Fire Battalion Chiefs and a Chief's Operator.

48/96 Shift Schedule – Fire Unit and Fire Management Unit – The Fire Chief determined that the one-year trial of the 48/96 shift schedule shall continue indefinitely with the contingency that the Fire Chief retain the ability to discontinue, change or otherwise alter the work schedule consistent with his/her management responsibility to control and direct all Stockton Fire Department’s members and divisions.

City-paid Annual Physical Examination – Fire Unit and Fire Management Unit – Effective July 1, 2006, the City-paid physical reimbursement benefit of One-Hundred and Fifty Dollars ($150.00) shall apply, in its entirety, toward the cost of the annual physical examination administered by the Wellness-Fitness Physician in connection with the joint management-labor mandatory Wellness-Fitness Program. If the Wellness-Fitness Program is terminated, the reimbursement benefit shall be paid as set forth in section 14.1(e) of the MOU.
• Sell-back Provision – Fire Unit and Fire Management Unit – Employees may sell back all unused Accrued Vacation and Longevity Vacation per year. In the previous agreements, employees could not sell back 2-½ shift of Accrued Vacation.

The Payroll Section of the Administrative Services Department is authorized to make any and all payroll and compensation adjustments as deemed necessary to carry out the intent and purpose of the above referenced actions, where applicable.

Staff of the Human Resources Department is currently assembling the Fire Unit, and Fire Management Unit MOUs for appropriate duplication and distribution. In the interim, if you have any questions or need additional clarification in this regard, you may contact Assistant Director of Human Resources Di Smith at Ext. 8617 and/or Senior Human Resources Analyst Sylvia Ramirez at Ext. 8091.

DIANNA R. GARCIA
DIRECTOR OF HUMAN RESOURCES

DRG/SGR

cc: J. GORDON PALMER JR., City Manager
    CHRISTINE TIEN, Deputy City Manager
    RON HITTLE, Fire Chief
    DI SMITH, Assistant Director of Human Resources
    ETHEL FRANCOIS, Deputy Director of Human Resources
    JANET SALVETTI, Assistant Director of Administrative Services
    CATHY LUCAS, Accounting Manager
    SYLVIA G. RAMIREZ, Senior Human Resources Analyst – Employee Relations
    TAMI MATUSKA, Senior Human Resources Analyst – Benefits
December 11, 2007

TO: MAYOR and CITY COUNCIL

FROM: DIANNA R. GARCIA, Director of Human Resources

SUBJECT: APPROVAL OF MEMORANDA OF UNDERSTANDING FOR TERMS OF EMPLOYMENT WITH THE FIRE UNIT AND THE FIRE MANAGEMENT UNIT STOCKTON PROFESSIONAL FIREFIGHTERS' LOCAL UNION NO. 456

RECOMMENDATION

It is recommended that the Stockton City Council approve and adopt the Memoranda of Understanding between the City of Stockton and the Stockton Professional Firefighters' Local Union No. 456 representing the Fire Unit and Fire Management Unit, respectively, for wages, hours, and other terms and conditions of employment through June 30, 2010 (Exhibit “A” – Fire Unit; and Exhibit “B” – Fire Management Unit). The Memoranda of Understanding reflect and incorporate an extension to the original term agreements of July 1, 2003 through December 15, 2007. It is further recommended that the Resolution authorize the City Manager to take whatever actions are appropriate to carry out the purpose and intent of this Resolution.

Summary

The City of Stockton and the Stockton Professional Firefighters' Local Union No. 456 entered into negotiations to adjust the timing of cost-of-living adjustments, the staffing complement for Truck Company 7, and other terms of employment to include an extension to the original term agreements from July 1, 2003 to December 15, 2007, through June 30, 2010. The parties reached tentative agreements and the members of the Fire Unit, and the Fire Management Unit successfully ratified the agreements resulting in the completion of the meet and confer process between the City of Stockton and the Stockton Professional Firefighters’ Local Union No. 456 for Stockton City Council's approval and adoption of the Memoranda of Understanding (July 1, 2003 through June 30, 2010), respectively.

DISCUSSION

Background

In April 2006, the Stockton Professional Firefighters’ Local Union No. 456 presented to the City of Stockton proposals to extend its existing collective bargaining agreements (July 1, 2003 through December 15, 2007), to address matters pertaining to the staffing complement of Truck Company 7, and to adjust the timeframe for cost-of-living adjustments for purposes of providing cost savings to the City of Stockton. In May 2006 through mid-November 2007, the City of Stockton and the Stockton Professional Firefighters' Local Union No. 456
entered into negotiations to reopen the Fire Unit Memorandum of Understanding and the Fire Management Unit Memorandum of Understanding, respectively, to amend the wages, hours, and other terms and conditions of employment, including the extension of the agreements to the period July 1, 2003 through June 30, 2010.

Present Situation

The City of Stockton and the Stockton Professional Firefighters' Local Union No. 456, in good faith, have completed the meet and confer process, and the members of the Fire Unit and the Fire Management Unit successfully ratified the agreements. The key provisions of the negotiated agreements between the City of Stockton and the Stockton Professional Firefighters' Local Union No. 456, respectively, are:

- **Terms of Agreement – Fire Unit and Fire Management Unit** – July 1, 2003 through June 30, 2010. The terms of agreement of the Memorandum of Understanding for the Fire Unit, and the Fire Management Unit reflects and incorporates an extension of two and one-half (2-1/2) years to the original term agreements of July 1, 2003 through December 15, 2007.

- **2006 Consumer Price Index - Cost of Living Adjustments Deferred to July 1, 2007 – Fire Unit and Fire Management Unit** – The City of Stockton to have provided cost-of-living adjustments effective December 16, 2006, respectively, based on eighty percent [80%] of the October 2006 Consumer Price Index – Urban Wage Earners' and Clerical Workers United States City Average during terms of employment of July 1, 2003 through December 15, 2007; salary adjustments of a minimum of two and one-half percent [2.5%] but not to exceed six percent [6.0%]. However, the parties mutually agreed to defer cost-of-living adjustments of two and one-half percent [2.5%] based on the October 2006 Consumer Price Index to July 1, 2007, a one time deferment.

- **Consumer Price Index – Cost of Living Adjustments during Terms of Employment – Fire Unit and Fire Management Unit** – The City of Stockton to provide cost-of-living adjustments effective July 1, 2008, and July 1, 2009, based on eighty percent [80%] of the November CPI of the previous fiscal year (i.e., November 2007 and November 2008) for Urban Wage Earners’ and Clerical Workers’ United States City Average. The salary adjustment shall be a minimum of two and one-half percent [2.5%] but not to exceed six percent [6.0%]. For example, a Consumer Price Index of nine percent [9.0%] would result in a six percent [6.0%] adjustment, and a
Consumer Price Index of two percent [2.0%] would result in a two and one-half percent [2.5%] adjustment.

- **Market Salary Survey of July 1, 2009 – Fire Unit** – The City of Stockton and the Stockton Professional Fire Fighters’ Local Union 456 representing the Fire Unit shall jointly conduct a market survey for salary adjustment scheduled for and effective on July 1, 2009. The City of Stockton’s Salary Schedule shall be adjusted in accordance with the Market Salary Survey formula (e.g., a minimum of four and one-half percent [4.5%] but not to exceed eight and one-half percent [8.5%]) or based on the Consumer Price Index formula described and referenced above, whichever is greater. The results of the Market Salary Survey shall also apply to those job classifications assigned to the Fire Management Unit.

- **Staffing Level for Truck Company 7 – Fire Unit** – The authorized minimum staffing level of the fifth personnel per shift was initially decreased to four personnel per shift effective March 31, 2006; the staffing of the fifth personnel per shift is deferred to July 1, 2008. Effective July 1, 2008, the staffing level for Truck Company 7 shall be a minimum complement of 1-Fire Captain, 1-Fire Engineer, and 3-Fire Fighters for a total complement of 5 personnel.

- **Staffing Level for Fire Suppression – Fire Unit** – The fire suppression-staffing minimum is seventy-four (74); this reflects the staffing of thirteen (13) engine companies (4 personnel per shift), four (4) truck companies (5 personnel on 3, and 4 personnel on Truck 7 per shift), two (2) Fire Battalion Chiefs and a Chief Operator. Effective July 1, 2008, the fire suppression-staffing minimum shall be seventy-five (75); this reflects the staffing of thirteen (13) engine companies (4 personnel per shift), four (4) truck companies (5 personnel per shift on all trucks, including Truck 7), two (2) Fire Battalion Chiefs and a Chief’s Operator.

- **48/96 Shift Schedule – Fire Unit and Fire Management Unit** – The Fire Chief determined that the one-year trial of the 48/96 shift schedule shall continue indefinitely with the contingency that the Fire Chief retain the ability to discontinue, change or otherwise alter the work schedule consistent with his/her management responsibility to control and direct all Stockton Fire Department’s members and divisions.

- **City-paid Annual Physical Examination – Fire Unit and Fire Management Unit** – Effective July 1, 2006, the City-paid physical reimbursement benefit of One-Hundred and Fifty Dollars ($150.00) shall apply, in its entirety,
toward the cost of the annual physical examination administered by the Wellness-Fitness Physician in connection with the joint management-labor mandatory Wellness-Fitness Program. If the Wellness-Fitness Program is terminated, the reimbursement benefit shall be paid as set forth in section 14.1(e) of the MOU.

- Sell-back Provision – Fire Unit and Fire Management Unit – Employees may sell back all unused Accrued Vacation and Longevity Vacation per year. In the previous agreement, employees could not sell back 2 ½ shift of Accrued Vacation.

Financial Summary

Savings from postponing the two and one-half percent [2.5%] salary cost-of-living adjustments from December 16, 2006 to July 1, 2007 was approximately $478,000. Estimated savings from postponing the addition of the third firefighter position for Truck 7 for the period of March 31, 2006, through June 30, 2008 is approximately $970,000 including the relief staffing factor. On July 1, 2009, the Fire Unit will receive a salary adjustment based on the Market Salary Survey formula (e.g., a minimum of four and one-half percent [4.5%] but not to exceed eight and one-half percent [8.5%]) or based on the Consumer Price Index formula, whichever is greater. The annual cost is anticipated to be approximately $427,000 per one percent [1%] increase to salaries. All current year costs have been budgeted, and future costs will be included in future proposed budgets in the Fire Department regular salaries accounts.

Respectfully submitted,

DIANNA R. GARCIA
DIRECTOR OF HUMAN RESOURCES

APPROVED

J. GORDON PALMER, JR.
CITY MANAGER

DRG:sgr

Attachments

Exhibit “A” – Fire Unit Memorandum of Understanding
July 1, 2003 through June 30, 2010

Exhibit “B” – Fire Management Unit Memorandum of Understanding
July 1, 2003 through June 30, 2010

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WHEREAS, the City of Stockton ("City") and Stockton Professional Firefighters' Local Union No. 456 ("Local 456") are parties to Memoranda of Understanding ("MOU") on behalf of the Fire Unit, and the Fire Management Unit, respectively, for wages, hours, and other terms and conditions of employment for the period from July 1, 2003 through December 15, 2007; and

WHEREAS, in May 2006 through mid-November 2007, the City and Local 456 entered into negotiations to reopen the Fire Unit MOU and the Fire Management Unit MOU, respectively, to amend the wages, hours, and other terms and conditions of employment, including the extension of the agreements to the period July 1, 2003 through June 30, 2010; and

WHEREAS, the City and Local 456, in good faith, have completed the meet and confer process, and the members of Local 456 successfully ratified the tentative agreements negotiated between the City and Local 456; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Manager is hereby authorized and directed to execute the Memoranda of Understanding between the City of Stockton and Local 456, on behalf of the Fire Unit and the Fire Management Unit, respectively, copies of which are attached hereto as Exhibit "A" and Exhibit "B," respectively, and are incorporated herein by this reference.

2. The City Manager is hereby authorized to take whatever actions are appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED

DEC 11, 2007

EDWARD J. QUAHEZ
Mayor of the City of Stockton

ATTEST:
KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
TO: Mayor and City Council

FROM: Bob Deis, City Manager

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE STOCKTON FIREFIGHTERS LOCAL 456 CONSISTENT WITH THE TERMS OF THE RATIFIED AGREEMENT

RECOMMENDATION

It is recommended that the City Council authorize by motion the City Manager to execute a Memorandum of Understanding, including Waiver and Release of Claims between the City of Stockton and the Stockton Firefighters’ Local 456, consistent with the terms of the tentative agreement ratified by Stockton Firefighters’ Local 456, International Association of Fire Fighters for the Fire Unit, and authorizes the City Manager to take whatever actions are appropriate to implement the Memorandum.

Summary

The current Memorandum of Understanding between the City and this bargaining unit expired on June 30, 2011. Representatives of the City and Stockton Firefighters’ Local 456 had met and conferred for 5 months on a successor agreement before the City declared impasse. Representatives of the City and Stockton Firefighters’ Local 456 did reach a tentative agreement on July 1, 2011 for a successor Memorandum of Understanding in mediation. Unfortunately, the Fire Unit membership did not vote to approve the tentative agreement.

The City Council therefore, on August 9, 2011, voted under its authority under Government Code Section 3503.4 to move forward to resolve the impasse by unilaterally implementing as wages, terms and conditions of employment for the Fire unit the City’s Last, Best and Final Offer made prior to mediation.

The City and Fire union representatives met after the Council Unilateral Implementation and were able to reach a second tentative agreement in September. The Fire union went through a second ratification process. The Fire union on October 10, 2011, notified the City that their membership had approved the second tentative agreement. This agreement (Attachment A) is presented for Council’s consideration and staff recommends approval.

I wish to thank both the leadership and the general membership of Local 456 for having the courage to negotiate and ratify an agreement during these unprecedented times.
AUTHORIZE THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE STOCKTON FIREFIGHTERS LOCAL 456 CONSISTENT WITH THE TERMS OF THE RATIFIED AGREEMENT

DISCUSSION

Background

The City has had substantial fiscal shortfalls over the past several years. During this time the City's workforce has reduced by approximately 25%, with staffing reductions occurring primarily in departments other than Fire. The City has also negotiated concessions with other labor groups both permanent, and temporary, to deal with the City's ongoing fiscal shortfalls. On May 17, 2011, the City declared a fiscal emergency due to declines in revenue, rising costs and threatened service reductions. Despite these service reductions and wage concessions from other units in the past few years, the City's fiscal circumstances continued to decline and the City has a $37 million dollar general fund deficit in fiscal year 2011-12. On June 21, 2011, after taking public testimony, the City Council adopted a final budget for fiscal year 2011-12 that combines program service reductions with compensation and benefit reductions in order to adjust expenditures to available revenue. The City has also reached agreement with six other unions on wage and benefit reductions for this fiscal year.

The City had met with Stockton Firefighters' Local 456 from February to June 2011 to reach an agreement. On June 20, 2011, the City declared impasse when it appeared that the parties could not reach an agreement on terms for a successor contract. The parties agreed to use a State mediator to help resolve their dispute and the parties met with the mediator on June 29 and July 1. From that mediation the parties reached a tentative agreement on July 1. The City was notified on August 1, 2011, that the union membership had not ratified the tentative agreement. The City Council therefore on August 9, 2011, voted under its authority under Government Code Section 3503.4 to move forward to resolve the impasse by unilaterally implementing changes in wages, terms and conditions of employment for the Fire unit consistent with the City's Last, Best and Final offer prior to mediation. The City also eliminated 47 authorized Fire positions and laid off 36 firefighters on July 1, 2011, based on a side letter agreement.

The parties continued to have discussions and have reached a second tentative agreement in September. The Fire union notified the City in early October that their membership had voted to ratify the new tentative agreement. This new agreement is now on the Council agenda for their consideration.
Present Situation

The Fire unit agreement includes but is not limited to, the following modifications. The major changes in the compensation for employees in this unit are summarized as follows:

- Agrees that any City of Stockton employee hired on or after July 1, 2011, in this unit shall not receive any retiree medical benefit.
- Agrees that the City shall amend its PERS contract to provide a new lower benefit level retirement tier/employee pension benefits for any City of Stockton employee in this unit hired after the PERS contract is amended but no earlier than July 1, 2011. The City shall adopt a new tier that provides 3@55 formula, with 3 years Final Average Salary, and no other additional benefits. These employees shall also pay their own mandatory PERS contribution.
- Eliminates all minimum and constant staffing requirements effective July 1, 2011.
- Agrees that the employees shall pay 9% of salary towards the Employer's PERS, effective August 1, 2011, and that this contribution shall be on a post tax basis unless the IRS provides the City of Stockton a private letter ruling allowing this contribution on a pre-tax basis. Additionally, the City agrees to work with PERS to determine whether a PERS contract amendment is possible under Section 20516 provisions for cost-sharing to allow for some or all of the 9% contribution to be made on a pre-tax basis.
- Agrees that the 2010 salary increases are eliminated and no additional salary increase shall occur during the term of the MOU.
- Agrees to the elimination of the Educational Incentive Add Pay of 3% effective August 1, 2011.
- Agrees to the elimination of the current Longevity Add Pay of 5% or 11.25 % for all unit employees effective August 1, 2011, except however the current employees in this unit receiving Longevity Pay as of that date and through June 30, 2012 shall have their current Longevity Pay reduced by 2.5% and then frozen.
- Agrees to the implementation of Medical Plan design changes in the City's Modified Medical Plan effective September 1, 2011, as summarized in Appendix B. It also expands the number of medical plans offered to employees.
- Establishes effective September 1, 2011, a maximum City contribution towards the Employee's costs for the City's Modified Health Plan or any other City offered Health Plan that the parties have agreed to. The City Maximum contribution shall be $481.00 per month for Employee Only, $875.00 per month for Employee plus one dependent, and $1165.00 per month for family (2 or more dependents). Employees will be responsible for any costs associated with their health insurance that exceeds these maximum amounts.
AUTHORIZE THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE STOCKTON FIREFIGHTERS LOCAL 456 CONSISTENT WITH THE TERMS OF THE RATIFIED AGREEMENT

- Agrees to a reduction in sick leave accruals from 15 days per year to 12 for employees, and makes other changes to sick leave cash out provisions at retirement.
- Agrees to reductions in the vacation leave accruals, and makes other changes to vacation sell back and accrual maximums. Gives employees till June 30, 2012 to get their accrued vacation under the new maximum accrual caps.
- Agrees that the Fire Chief, Fire Unit and staff will collaborate on a written administrative policy that addresses the Union's concern regarding vacation time off and the City's requirement that the Fire Department operate within its budget.
- Eliminates Longevity vacation benefits. For those Longevity vacation hours already accrued, freezes the value of those hours based on the employee's salary as of June 30, 2011. Also eliminates any ability to sell back any of these hours, except at separation.
- Eliminates the Tiller Add Pay and Unassigned Paramedic Add Pay effective August 1, 2011, except however the current employees receiving these Add Pays shall be grandfathered in and shall retain them until they are no longer assigned to these duties.
- Agrees to convert a current City contribution for deferred compensation to a City contribution to a Health Reimbursement Arrangement (HRA) account for the employees use.
- Has a July 1, 2011 to June 30, 2012 term.
- Establishes a separate salary range for 40-hour employees versus 56-hour employees to correct internal inconsistencies in payroll. Increases Administrative Add pay for employees working a 40-hour assignment to equalize effect of reduction in the salary range.
- Provides for a waiver and full release of all claims for both parties resulting from the City's 2010 emergency declaration and actions temporarily suspending 2010 salary increases. Provides for no back pay of any disputed salaries from this 2010 action (Appendix C).

FINANCIAL SUMMARY

This agreement with the changes in compensation included will create approximately $9,021,000 in general fund and $827,000 in non-general fund programs savings in fiscal year 2011-12. In addition to these savings, changes in practices will allow approximately $9.5 million in other budgeted costs to be achieved thru staffing changes.

The adopted 2011-12 budget anticipated these savings as part of an overall reduction of $19 million in the Fire Department General Fund budget. The 2011-12 budget will be closely monitored and budget updates will be provided to Council on a regular basis.
AUTHORIZE THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE STOCKTON FIREFIGHTERS LOCAL 456 CONSISTENT WITH THE TERMS OF THE RATIFIED AGREEMENT

The Waiver and Release of Claims agreement eliminates the possibility of additional unbudgeted back pay resulting from the 2010 emergency actions. If full back pay was required this would have cost the City as much as $4 million in potential payments, none of which was budgeted.

Respectfully submitted,

[Signature]

BOB DEIS
CITY MANAGER

BD:AG:sa

Attachment A – Memorandum of Understanding
CITY OF STOCKTON

FIRE UNIT
MEMORANDUM OF UNDERSTANDING

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers Milius Brown Act (Government Code sections 3500 3511)("MMBA") and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned regarding wages, hours, and other terms and conditions of employment for the period commencing July 1, 2011, and ending on June 30, 2012. This agreement shall supersede all other existing agreements on the matters set forth herein.

(As amended, approved and adopted by Stockton City Council on October 18, 2011)
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**CITY OF STOCKTON**
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MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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, hereafter 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. Union Recognition

The Stockton Firefighters' Local 456 (formerly Local 1229), International Association of Firefighters, hereafter referred to as the "Union," is the recognized employee organization for the Firefighters' Unit, certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.
SEASON 2. UNION SECURITY

2.1. Dues Deduction

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

Payroll deductions shall be for a specified amount, consistent for all employee-members of the Union, and shall not include fines and fees.

Authorization, cancellation, or modification of payroll deductions shall be made upon forms provided or approved by the City. The payroll deduction authorized shall remain in effect until:

(1) Canceled or modified by the employee through written notice to the City; or

(2) The first day of the calendar month following the employee's transfer to a position represented by another employee organization; or

(3) The employee terminates his or her employment with the City.

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

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

The employee's earnings must be sufficient after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non pay status for an entire pay period, no withholders will be made from future earnings to cover that pay period nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non pay status during part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other required deductions shall have priority over the employee organization deduction.
b. **Indemnity and Refund.** The Union shall indemnify, defend, and hold the City harmless against any claim made or any suit initiated against the City in connection with or as a result of any employee-authorized deduction and/or payment of Union dues or premiums for benefits. In addition, upon presentation of supporting evidence, the Union shall refund to the City any amounts paid to it in error.

2.2. **Use of City Facilities**

The Union 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 Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

Any representative of the Union shall give notice to the Fire Chief or the Fire Chief’s designated representative when contacting Department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Union business shall be conducted during the non duty hours of all employees concerned. Prearrangement for routine contact may be made with the Fire Chief or the Fire Chief’s designated representative and when made shall continue until revoked by the Fire Chief.

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

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

2.3. **Advance Notice**

Except in cases of emergency, the Union shall be given reasonable advance written notice of the proposed change to any ordinance, resolution, rule, or regulation to be adopted by the City that relates to matters within the scope of representation and shall be given the opportunity to negotiate, if requested, with the management representatives designated by the City Manager.

In cases of emergency which constitute an imminent threat to the City's financial and/or other resources, the City may immediately implement any emergency measures the City deems necessary to prevent the public business and/or the City's operations from being financially or otherwise impaired and deal with the emergency at hand. At the earliest practicable date thereafter, the Union shall be provided with the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representatives designated by the City Manager.
2.4. **Attendance At Meetings By Employees**

City employees who are official representatives or unit representatives of the Union 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, as determined by the City, with the performance of City services. Such employee representatives shall request an excused absence, prior to the scheduled meeting, whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3) per recognized bargaining unit.

Effective July 1, 2003, the City shall allocate to the Union five hundred (500) hours each calendar year for the purpose of a Union Time Bank. This time off shall be used by Union representatives for matters not already covered in section 2.4 (a) above. The maximum number of hours for the Union Time Bank that shall be allowed on the books at any one time is one thousand (1000) hours. The use of the Union Time Bank shall be reasonable, as determined jointly by the Union President and Fire Chief. Such employee representatives requesting Union time off shall request prior to the scheduled time off.
SECTION 3. COMPLIANCE WITH LAWS

3.1. Non-Discrimination/Equal Employment

The City and the Union agree that there shall be no discrimination of any kind on the basis of race, creed, color, religion, national origin, sex, sexual orientation, disability, age, political affiliation, legitimate Union activity, or on any other basis prohibited by applicable federal and State law against any employee or applicant for employment. In addition, the Union shall cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.
SECTION 4. PROBATION

4.1. **Purpose**

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

4.2. **Original Entrance Positions**

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

4.3. **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, 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 is desired. During the probationary period an employee may be rejected at any time by the appointing authority.

4.4. **Promotional Positions**

Promotional appointments in the Fire Department are permanent appointments not subject to a probationary period.
SECTION 5. LAYOFF

Any employee may be laid off by the appointing authority in the event of the abolition of his/her position by the City Council or if a shortage of work or funds requires a reduction in personnel. The appointing authority shall have the power to determine, after consideration of work requirements and the efficiency and conduct of individual employees and their length of service, the order in which employees shall be laid off.

5.1. Layoff Scope

a. Layoffs shall be within departments of the City.

b. The departments of the City are defined as follows:

(1) Administrative Services Department
(2) City Attorney
(3) City Auditor
(4) City Clerk
(5) City Manager
(6) Community Development Department
(7) Fire Department
(8) Housing and Redevelopment Department
(9) Human Resources Department
(10) Library Services Department
(11) Municipal Utilities Department
(12) Parks and Recreation Department
(13) Police Department
(14) Public Works Department

5.2. Notice Of Layoff

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

5.3. 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, as listed in ascending order:

a. Extra Help
b. Provisional
c. Temporary
d. Probationary
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

Layoffs shall be by job classification according to the length of time served in that class with the employee having the least amount of time served in the class to be laid off first. For the purpose of this procedure, part time classes shall be considered as separate from and shall be laid off prior to regular full time classes. The following provisions shall apply in computing total continuous service:

a. Time spent on military leave shall count as service if 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 for any other class.

c. Time worked in a permanent or probationary status shall count as service time.

If two (2) or more employees have the same seniority, the order of seniority shall be determined by lot.

5.4. Employee Options

Employees laid off shall have 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 (total service) seniority. 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 (total service) seniority.
SECTION 6. REEMPLOYMENT

When an employee in the classified service who has been performing his/her duties in a satisfactory manner, as shown by the records of the department in which he/she has been employed, is laid off because of lack of funds or abolition of his/her position or has been on authorized leave of absence is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of such employee to be placed on the reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur. The employee shall not be placed on said list or lists without his/her request.

The order in which names shall be placed on the reemployment list for any class shall be established by resolution from time to time by the Civil Service Commission. The Civil Service Commission shall determine this order by impartial investigation based upon consideration of work requirements, the efficiency and conduct of the individual employees, their length of service, and recommendation by the appointing authority and the Fire Chief.

In filling vacancies, eligibles on reemployment lists take precedence over eligibles on any other lists for the same rank in the department for which the lists apply.
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, 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 receipt of written notification of the action. Such filing will foreclose the use of the grievance procedure.

c. File a grievance as provided for in Section 8.2, below, within ten (10) business days of receipt of written notification of the action.

If the employee fails to do "b" or "c," above, within the prescribed time frames, those rights will have been waived.
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, regulations, and resolutions 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 time the affected employee received written notification of such action.

For purposes of filing appeals and grievances, the City of Stockton’s business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding City-recognized holidays.

8.3. Grievance Processing

a. Step 1 - Departmental Review. Any employee who believes that he/she has a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit his/her grievance directly to the Union’s recognized representative, the procedures set forth in Step 2, below, may be invoked.

b. Step 2 - Director of Human Resources Review. Any employee or any official of the Union 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) working 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 (2) 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 that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a
statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

d. **Step 4 - Arbitration.** If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

e. **Effect of Decision.** Decisions of arbitrators on matters properly before them shall be final and binding on the parties, except as otherwise provided herein.

### 8.4. Scope of Arbitration

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

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no 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. The arbitrator selected pursuant to this section shall not 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 arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

### 8.5. Other Provisions

If the Director of Human Resources or the City Manager, in pursuance of the procedures outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and
if the arbitrator finds that the City had such right, he/she 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 that 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 sixty (60) 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 that 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 Union shall be processed under this section. If the City Charter requires that another option be available to the employee, no action under paragraph "d" of subsection 8.3, above, shall be taken unless it is determined that the employee is not availing himself/herself of such option.

No action under paragraph "d" of subsection 8.3, above, shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.
SECTION 9. LEAVES

9.1. Vacation Leave

a. Accrued Vacation Allowance. All regular employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave as follows:

1. 40 hour workweek employee:
   - Under 1.5 years: 80 hours
   - 1.5 – 7.5 years: 108 hours
   - 7.5 – 15 years: 144 hours
   - 15 – 25 years: 189 hours
   - 25 plus years: additional 7 hours each year

2. 56 hour workweek employee:
   - Under 1.5 years: 120 hours
   - 1.5 – 7.5 years: 162 hours
   - 7.5 – 15 years: 216 hours
   - 15 – 25 years: 283.5 hours
   - 25 plus years: additional 10.5 hours each year

b. Maximum Vacation Accrual. Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave and balances without exception. For employees who on August 1, 2011 have vacation balances that exceed their maximum shall have until June 30, 2012 to use sufficient vacation to get under the maximum allowed. If an employee does not get below the maximum by that date, they shall retain their existing earned vacation but shall not earn any additional vacation until they are under the maximum vacation accrual allowed. Employees shall accrue vacation on a twice-monthly basis.

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

- Under 1.5 years: 200 hours
- 1.5 – 7.5 years: 240 hours
- 7.5 – 15 years: 280 hours
- 15 – 25 years: 320 hours
- 26 years: 328 hours
- 27 years: 336 hours
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

28 years  344 hours
29 years  352 hours
29 plus years  7 hours each additional year

The maximum number of vacation hours that employees on a 56 hour workweek shall accrue are as follows:

Under 1.5 years  300 hours
1.5 – 7.5 years  360 hours
7.5 – 15 years  420 hours
15 – 25 years  480 hours
26 years  492 hours
27 years  504 hours
28 years  516 hours
29 years  528 hours
29 plus years  7 hours each additional year

c. Longevity Vacation Allowance

(1) Program is eliminated as of July 1, 2011. Employees with accrued longevity allowance positive balances as of June 30, 2011 will have those balances frozen and cashed out upon separation at the employee’s rate of pay on June 30, 2011.

(2) Annual longevity vacation allowance accrual credited on January 1, 2011 shall be reduced by fifty percent (50%).

d. Scheduling

(1) 48/96 Shift Schedule

The 48/96 Shift Schedule for line fire suppression employees shall continue indefinitely with the contingency that the Fire Chief shall retain the ability to discontinue, change or otherwise alter the work schedule consistent with his/her management responsibility to control and direct all Stockton Fire Department’s members and divisions. The following provisions shall apply, as long as the 48/96 Shift Schedule remains in effect:

(a) A minimum of four (4) shifts of Accrued Vacation must be scheduled per year. The four (4) shift minimum is not required to be scheduled contiguously.

(b) Any Accrued Vacation that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.
(c) **Sell-back.** Effective July 1, 2011, employees on a forty (40) hour workweek may sell back a maximum of forty (40) hours of unused Accrued Vacation per year except during furlough or fiscal emergency periods. Employees on a fifty-six (56) hour workweek may sell back a maximum of (60) hours of unused accrued vacation per year except during furlough or fiscal emergency periods.

e. **Vacation Allowance for Separated Employees.** When an employee is separated from service, his/her earned, but unused vacation allowance, if any, shall be added to his/her final compensation.

9.2. **Sick Leave**

a. **Accrual.** All regular employees on a forty (40) hour a week schedule, except provisional, temporary, and part time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular employees on a fifty-six (56) hour workweek schedule, except provisional, temporary, part-time employees shall accrue sick leave at a rate of twelve (12) hours for each 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 that the employee would normally have worked, to a maximum of sick leave hours accrued by the employee.

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

c. **Family Sick Leave.** Employees may utilize sick leave in the case of illness or injury in the employee's immediate family when such illness or injury requires personal care. Such sick leave shall be limited by the Fire Chief to the time reasonably required to make other arrangements for such care.

Such leave shall be restricted to the employee's parents, spouse, domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.
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d. Procedures for Requesting and Approving Sick Leave. The employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD) at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty. When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request in writing authorization for such sick leave from the Fire Chief prior to such absence.

Before an employee may be paid for the use of accrued sick leave, he/she shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth the dates and hours of absence, the exact reason, and such other information as is necessary for his/her 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 Fire Chief.

e. Doctor's Certificate or Other Proof. If an employee's illness results in an absence from work for more than two (2) consecutive shifts, a doctor's certificate or other reasonable proof of illness may be required by the Fire Chief.

The Fire Chief 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.

g. Accessibility and Reporting. All officers and members of the Department on leave for sickness shall be available by telephone or at their home for consultation with the Fire Chief or the Fire Chief's designee. Exceptions to this rule shall only be made with the permission of the attending physician and Fire Chief.

All officers and members of the Department on leave for sickness for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.
h. **Return to Duty.** Upon availability for return to duty, the employee shall notify the Chief’s Operator, or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period. Sick leave may be granted for any period of time approved by the Fire Chief.

i. **Payment for Unused Sick Leave for Employees Hired on or before June 30, 2011.** Upon separation with ten (10) years or more of continuous service or upon termination of employment by reason of death or service or disability retirement, the employee or the employee’s estate will be paid fifty percent (50%) of the total sick leave balance as of June 30, 2011 at its current value as of June 30, 2011. Any sick leave accrued on or after July 1, 2011 shall have no cash value. This provision shall also apply for service or disability retirement. Sick leave accrued after July 1, 2011 shall be deposited into a new sick leave bank. Sick leave accrued in the new sick leave bank established on July 1, 2011 shall be depleted before sick leave is charged to the old sick leave bank that was frozen as of June 30, 2011.

j. **Unused Sick Leave for Employees Hired on or After July 1, 2011**

1. Employees hired on or after July 1, 2011 are not eligible for any cash out of unused sick leave and their sick leave shall not have any cash value.

2. Employees hired on or after July 1, 2011 shall be eligible for CalPERS service credit for unused sick leave at retirement based on the PERS contract provisions in effect at the time of their hire. The parties have agreed to the implementation of a new retirement tier and employees hired after the implementation of that new tier will not be eligible for unused sick leave service credit.

9.3. **Other Leaves With Pay**

a. **Bereavement Leave.** In the event of a death in the immediate family of an employee, the employee shall, upon his/her request, be granted up to three (3) days bereavement leave with pay and without charge to his/her 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 paragraph, “immediate family” shall be restricted to the employee’s parents, spouse, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, 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 leave upon request, which shall be charged against the employee's accumulated sick leave credits.

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

Such absences 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 as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the City, within fifteen (15) days after receipt, all fees received, except those specifically allowed for mileage and expenses. The employee shall remit such fees to the City through the employee's department head.

Attendance at court or at a deposition while in an on duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time necessarily involved, shall be considered and paid as hours worked.

Other absences from duty for attendance at court or at depositions shall be without pay.

On-duty employees shall return to work immediately upon release from court.

Attendance at court or at a deposition while in an off duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time, where such travel is to a location outside of San Joaquin County, shall be considered and paid as hours worked.

For the purpose of computing any travel time to be reimbursed by the City in accordance with this section for attendance at court or at a deposition while in an off duty status, such travel time shall be deemed to commence from the San Joaquin County Courthouse.

c. Maternity Leave. Time off the job for pregnancy, childbirth, and related medical conditions will be covered as required by State and federal law and applicable City policy. Employees may use sick leave, leave without pay, annual leave, or a combination of these benefits, depending on the nature of the case and the time medically required to recuperate. Generally, a six (6) week recovery period after delivery is medically indicated.
d. **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) calendar days in any calendar year.

All regular employees in the service of the City 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 shall be allowed leave of absence without pay for the duration of a national emergency. Except as hereafter stated, said employees shall be reinstated into City service, provided 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/her minimum probationary period of eighteen (18) months at the time of induction, it shall be optional with the Fire Chief 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. Following such leave, said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit, as above specified, and shall serve the balance of their probationary period before attaining regular status.

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

9.4. **Workers' Compensation Leave**

Whenever an employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence, while so disabled, without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year or until such earlier date as he/she is retired on permanent disability pension.

If injury is claimed to be job-related or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician’s statement. Otherwise, disability leave will not be allowed. Any absence not so approved will be
charged to sick leave if verification is not received within three (3) days of the initial absence. The company officer should originate a "Supervisor's Report of Accident" form (Form 78).

a. **Notification to Department.** The employee should notify the Chief's Operator or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty.

b. **Accessibility and Reporting.** All officers and members of the Department on leave for injury (job-related or non job-related) shall be available at their homes or by telephone for consultation with the Fire Chief or the Fire Chief’s designee(s). Exceptions to this rule shall only be made with the permission of the attending physician and the Fire Chief.

All officers and members of the Department on leave for injury (job-related or non job-related) for extended periods of time will make weekly progress reports by telephone to the Fire Chief’s office.

c. **Return to Duty.** Upon availability for return to duty, employees shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period.

9.5. **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 Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the Fire Chief 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 hereafter.

The entitlement to City-paid 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 and dental insurance plans by prepayment of the monthly premium during the authorized leave of absence.
Authorized absence without pay that 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/her position by reason of an injury or disease for which he/she 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.

9.6. **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 the section.

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

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

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

b. **Application For and Approval of Leaves of Absence Without Pay.** In order to receive leave without pay, an employee must submit a request on the prescribed form to the Fire Chief and the City Manager. The request shall set forth the reasons for the request and all other information required for the Fire Chief of the Fire Chief’s representative to evaluate the request. Leaves without pay may be canceled by the Fire Department at any time.

9.7. **Absence Without Official Leave (AWOL)**

a. **Denial of Leave Request 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 or City Manager or at the expiration of a leave shall be considered an absence without leave.

b. **Voluntary Resignation.** Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from employment with the City.
SECTION 10. DAYS AND HOURS OF WORK

10.1. Workweek

The regularly scheduled workweek for each member of the Fire Unit assigned to fire suppression duties shall average fifty six (56) hours over a twelve (12) week period. The regularly scheduled workweek for each member of the Fire Unit assigned to work in the Department's administrative offices, the Fire Prevention Bureau, or the Division of Training shall be forty (40) hours. (For purpose of compliance with the Fair Labor Standards Act, a work period of 204 hours in a twenty seven (27) day cycle has been declared by the Fire Chief for suppression personnel.) Other work periods may be declared by the Fire Chief for some or all members of the Fire Unit when dictated by operational requirements of the Fire Department.

All working shifts will commence at 8:00 a.m., with the exception of the employees assigned to work in the Fire Administration Office, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

10.2. Shift Trades

Fire Unit employees will be allowed to trade shifts. Shift trade privileges shall be determined and administered by the Fire Chief or the Fire Chief's designee in accordance with Article J, Section 2 of the Fire Department Procedures Manual, which provides for Fire Unit employees to have up to a maximum of nine (9) uncompleted shift trades at any one time and that the period during which shifts are to be traded and paid back shall not exceed twelve (12) months.

10.3. Staffing Policy

The City has management rights to determine staffing and the City will comply with applicable CalOSHA laws.
SECTION 11. OVERTIME

11.1. Definition

a. For the purpose of determining whether an employee is to be paid at the rate of time and one-half (1-1/2) for hours worked in excess of 216 hours in a twenty-seven (27) day work period, hours worked shall include all paid time as well as all time worked.

b. For Fire Prevention Bureau employees and Division of Training employees, overtime shall be paid at the rate of time and one half (1-1/2) for all hours worked in excess of forty (40) hours in a seven (7) day work period for which they are in a paid status because of the performance of work and/or the use of paid leave.

11.2. 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 in excess of their normal work schedule.

b. Use. Such compensatory time must be taken during the same twenty seven (27) day work period in which it is earned and will be credited on an hour off for hour worked basis. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief’s designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that he/she is unable to take accrued compensatory time during the same twenty seven (27) day work period in which it is earned, pay for such time shall be provided at straight time or time and one half (1-1/2) depending upon the number of hours worked by the employee during the work period.

c. Department Policy. Compensatory time for sworn 40-hour personnel shall be provided in accordance with the Department’s Policy and Procedures, Article J, Section 3B.

11.3. Fair Labor Standards Act

The City and the Union shall cooperate with each other to promptly resolve any issue that may arise during the term of this Memorandum of Understanding regarding compliance with the Fair Labor Standards Act. Any dispute involving the interpretation or application of the Fair Labor Standards Act may be referred to the City Manager by the complaining party or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issue(s) 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 dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

The interpretation and application of the Fair Labor Standards Act with regard to the following provisions: Work Out of Classification, Training Time, Rank for Rank Relief, Continuing Education for Paramedics, and Calculation of Overtime Pay for Fire Suppression Personnel, shall be administered in accordance with the Letter of Understanding dated May 5, 1986, between the City and the Union, which states:

This is to set forth certain agreements and understandings between the Union and City, through their designated representative, as to the interpretation and application of the Fair Labor Standards Act with regard to the employees in the Fire Unit. The provisions set forth in this section shall be binding on the parties and shall remain in effect for the duration of the existing Memorandum of Understanding.

a. **Work Out of Classification:** Employees assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which the employee does not hold a permanent appointment.

b. **Training Time.** The time spent by an employee for job-related training in which participation is required as a condition of employment shall be considered as hours worked. Said training time shall be viewed as hours worked in lieu of the employee’s normally scheduled shifts for that period. Employees shall participate in such training programs during their normally scheduled hours of work when provided by the City during those hours, unless there is a particular hardship or schedule conflict which precludes the employee’s attendance, in which event approval to obtain such training during off-duty hours must be requested and obtained in advance from the Fire Chief or the Fire Chief’s designated representative.

For example, a Firefighter who would normally work Tuesday and Friday (48 hours), but is sent to Asilomar for the period from Monday through Friday will be credited as though he/she worked his/her normal shifts.

c. **Rank for Rank Relief.** In providing relief, Fire Unit employees may work in a rank lower than the rank which they currently hold, but may not provide relief by working in a rank above their current rank, except in extraordinary circumstances.
Continuing Education for Paramedics. The City will compensate members of
the Fire Unit at their straight time rate for time spent in continuing education
necessary to maintain their certification, up to a maximum of forty-four (44)
hours per calendar year.

e. Calculation of Overtime Pay for Fire Suppression Personnel. For purposes
of computing overtime for Fire Unit employees pursuant to the Fair Labor
Standards Act, the City will comply with Section 778.109 of the Department
of Labor regulations concerning the calculation of the regular rate. Section
778.109 of the Department of Labor regulations provides that the regular
hourly rate of pay of an employee is determined by dividing his/her total
remuneration for employment in the applicable work period by the total
number of hours actually worked by the employee in that work period for
which such compensation was paid. An example of the method of
calculating overtime compensation using a Fire Captain working suppression
for the City would be as follows:

For illustrative purposes only assume:

\[ \begin{align*}
2,795 &= \text{set salary for the 27-day work period for a Captain} \\
216 &= \text{number of "regular hours" worked within the 27-day period}
\end{align*} \]

Regular rate is computed as follows:

\[ \frac{2,795}{216} = 12.94 \]

If hours worked = 204 through 216, the overtime rate = \( \frac{1}{2} \times 12.94 = 6.47 \)

If hours worked are greater than 216, the overtime rate = \( 1 \frac{1}{2} \times 12.94 =
19.41 \)

If a particular Captain working suppression worked one 24-hour shift of
overtime as a Captain within the 27-day work period, overtime would be
computed as follows:

\[ \begin{align*}
\text{Hours worked in excess of 216} &= 24 \\
\text{Regular rate is} &= 12.94 \times 1.5 = 19.41 \\
19.41 \times 24 &= 465.84 \text{ overtime}
\end{align*} \]

If a particular Captain working prevention worked one 24-hour shift as a
Firefighter at overtime in suppression within the seven (7)-day work period,
overtime would be computed as follows:

\[ \begin{align*}
\text{Hours worked in excess of 40} &= 24 \\
\text{Regular Firefighter} \times 1.5 &= \text{overtime rate} \\
\text{Overtime rate} \times 24 &= \text{overtime}
\end{align*} \]
The Union and City, through their designated representative, have attempted in good faith to insure that the policies and practices of the City regarding overtime pay for the members of the Fire Unit are in conformance with the requirements of the Fair Labor Standards Act. Nothing shall prohibit the Union and City from meeting and conferring over provisions of the Fair Labor Standards Act by mutual agreement. In the event it is determined by a court or competent jurisdiction that any policy or practice of the City or authorized by this Memorandum of Understanding is inconsistent with the Fair Labor Standards Act, the designated representatives of the Union and City shall immediately meet and confer and amend such policy or practice to conform with the requirements of the Fair Labor Standards Act.

f. Calculation of Pay While in Fire Academy. While enrolled in the Fire Academy, newly appointed firefighters shall have their pay calculated on a 40-hour work week (this will not include FLSA pay based on a 56-hour work week as an EMSTT, nor will an Unassigned Paramedic add pay be due).
SECTION 12. HOLIDAYS

The City observes the following holidays on the dates indicated:

(1) New Years Day  (January 1)
(2) Martin Luther King’s Birthday  (Third Monday in January)
(3) Lincoln’s Birthday  (Second Monday in February)
(4) Washington’s Birthday  (Third Monday in February)
(5) Cesar Chavez Day  (March 31)
(6) Memorial Day  (Last Monday in May)
(7) Independence Day  (July 4)
(8) Labor Day  (First Monday in September)
(9) Columbus Day  (Second Monday in October)
(10) Veterans’ Day  (November 11)
(11) Thanksgiving  (Fourth Thursday in November)
(12) The day following Thanksgiving  (Fourth Friday in November)
(13) Christmas Day  (December 25)
(14) Employee’s Birthday

Effective August 1, 2011, a new salary range for forty (40) hour administrative positions in this unit will be established that will be 5.75% lower than the salary range for fifty-six (56) hour employees as reflected in the City’s Salary Schedule as of March 31, 2011.

Effective August 1, 2011, the differential for Administrative Captain and Other Administrative Positions in section 13.13 and 13.14 will be increased by the 6.34%.
SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1. Public Employee Retirement System Benefits for Unit Employees hired on or before June 30, 2011

The City participates in the California Public Employees’ Retirement System (PERS) and shall provide the Union’s members hired on or before June 30, 2011 with the following retirement benefits in accordance with state law and the agreement between the City and PERS.

a. Retirement Contribution Supplement. The City contributes an amount equal to nine percent (9.0%) of the employee’s current base salary and other compensation as qualified by State law toward PERS benefits. Such amounts will be applied to the employee’s individual account in accordance with Government Code section 20691.

b. Military Service Credit. The City will make application to PERS to provide for military service pursuant to the provisions of Government Code section 21024 (formerly 20930.3), at the employee’s expense, effective upon adoption by the Stockton City Council and PERS Administration Board.

c. Employee Contributions. In accordance with Government Code section 20692 (formerly 20615.5, Employer Paid Member Contributions as Compensation), employees, at the beginning of their last year of employment, will pay their nine percent (9.0%) employee contribution through an automatic payroll deduction. The base salary for those employees will be increased by that same nine percent (9.0%) for the last twelve (12) months of employment (IRS Code § 414H(2) will be concurrently implemented with the PERS amendment).

d. Effective August 1, 2011, employees hired on or before June 30, 2011 shall pay nine percent (9%) of the employee’s current base salary (employee contribution) and other compensation as qualified by state law towards the Public Employees’ Retirement System (PERS) towards employer’s share of cost for PERS pension on a post-tax basis in the form of a payroll deduction. The City will seek an IRS private letter ruling to determine whether or not the IRS permits the employee’s contribution to the employer’s share of pension cost to be treated on a pre-tax basis. If the IRS issues a private letter ruling allowing employee’s contribution toward employer pension cost on a pre-tax basis, the City will change the deduction from post-tax to pre-tax as soon as administratively possible after the IRS final determination. Additionally, the City will work with PERS to determine whether or not PERS will allow a contract amendment per Section 20516 to allow an employee contribution in the amount of 9% of the employee’s current base salary (employee contribution) and other compensation as qualified by PERS towards the
employer's share of cost for PERS pension on a pre-tax basis. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 9% and/or some or all of the contributions sunset at specific time in the future, the parties agree that the City shall deduct the percentage up to 9% not covered by the PERS amendment process through a payroll reduction.

e. Three Percent At Age 50 Retirement Benefits. As soon as possible following the City and Union's execution of this Memorandum of Understanding, the City shall make application with PERS to provide Government Code section 21362.2 (3.0% at age 50) benefits, with the benefit to be effective for Union's members on December 16, 2001, or following the approval and adoption by the Stockton City Council and PERS Board of Administration, if after December 16, 2001.

f. Additional PERS Benefits. The following PERS benefits shall remain in effect during the term of this Memorandum of Understanding: Sick Leave Conversion (Government Code section 20965), Survivor Benefit Level 4 (Government Code section 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code section 21635), and Continuation of Death Benefits After Remarriage (Government Code section 21551).

The Union shall have such other PERS benefits as set forth in the agreement between the City and PERS as of the date of execution of this Memorandum of Understanding.

13.2. Public Employee Retirement System Benefits for Unit Employees hired on or after July 1, 2011

The City will contract with PERS to provide a new second tier retirement program of 3% at 55 with three year average salary formula and no other additional PERS enhanced benefits except for those statutorily required for employees hired on or after July 1, 2011 or as soon as administratively possible. Effective July 1, 2011, all employees shall pay 9% of the employees' current base salary towards the employee's contribution towards PERS and any other compensation as qualified by state law towards PERS retirement benefits through a payroll deduction.

13.3. Certification Incentive Pay

The City will pay three percent (3.0%) of the top step of rank for sworn Fire Unit employees who attain an Intermediate Certificate.

The City will pay six percent (6.0%) of the top step rank for sworn Fire Unit employees who attain an Advanced Certificate.
13.4. **HAZ/MAT Assignment**

The City shall pay five percent (5.0%) of the top step of rank for sworn Fire Unit employees actively assigned to the HAZ/MAT response team. This section applies to a total certified and assigned complement of twelve (12) employees.

13.5. **Paramedic Certification**

The City shall pay Fire Unit employees who are assigned to Paramedic duties and possess a valid Paramedic certificate as follows:

- Paramedic Firefighter Step I: Six percent (6.0%) above top step of current applicable rank.
- Paramedic Firefighter Step III: Eight and one-half percent (8.5%) above top step of current applicable rank.
- Paramedic Firefighter Step V: Eleven percent (11.00%) above top step of current applicable rank.
- Paramedic Engineer: Six percent (6.0%) above Engineer top step.
- Paramedic Fire Captain: Six percent (6.0%) above Fire Captain top step.

Unassigned Paramedic Pay. Effective August 1, 2011, Unassigned Paramedic pay shall be eliminated; however, only those employees as of July 31, 2011 receiving unassigned paramedic, shall continue to receive their five percent (5%) unassigned paramedic pay.

13.6. **Uniform Allowance**

Employees in this unit shall receive a uniform allowance in the amount of six hundred dollars ($600.00). One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.7. **Contagious Disease**

The City shall make available, at no cost to the employee, screenings for all strains of hepatitis, hepatitis B vaccinations, and shall monitor employees' exposure to tuberculosis.

13.8. **Acting Pay**

An employee who is assigned in writing to work in a higher paid classification and who performs a majority of the duties of that higher position shall receive the rate of pay in a step of the higher classification which would have been received if the employee had been promoted into that classification.
13.9. Call-Back Pay

An employee called back to work to assist with a multiple alarm fire or other emergency situation after he/she has worked a scheduled shift and has departed from the work site shall earn four (4) hours of call-back at the regular hourly rate of pay or time and one-half (1-1/2) of his/her regular rate of pay for time worked, whichever is greater.

The above provision shall not apply to employees called back due to an operator error that does not result in the employee being assigned for the day or an employee’s participation in official meetings called by authorized personnel of the Stockton Fire Department. In such instances, the employee will be compensated on an hourly basis, which shall include the employee's travel time.

13.10. Tiller Pay

Effective August 1, 2011, Tiller pay shall be eliminated; however, only those employees assigned and currently receiving Tiller Pay as of July 31, 2011 shall continue to receive their current five percent (5%) Tiller Pay.

13.11. Deputy Fire Marshal Series

Employees assigned as Deputy Fire Marshals shall be paid as follows:

Deputy Fire Marshal I: Two and one-half percent (2.50%) above Firefighter top step
Deputy Fire Marshal II: Five percent (5.0%) above Firefighter top step
Deputy Fire Marshal III: Seven and one-half percent (7.50%) above Firefighter top step
Deputy Fire Marshal IV: Ten percent (10.00%) above Firefighter top step
Fire Captain (FM III): Ten percent (10.00%) above Fire Captain top step

13.12. Fire/Engineer Operator

Employees assigned as Fire/Engineer Operators shall be paid five percent (5%) above the Engineer top step.

13.13. Administrative Captain

Employees assigned as Administrative Captains shall be paid at a rate that is ten percent (10.00%) above the amount (inclusive of the FLSA adjustment) paid to Captains assigned to fire suppression duties.
13.14. Other Administrative Positions

a. Fire Unit employees assigned as an Administrative Firefighter shall be paid at the rate of five percent (5.0%) of top step of rank of Firefighter (inclusive of FLSA), with pay increases of two and one-half percent (2.50%) per annum to a maximum of ten percent (10.0%).

b. Fire Unit employees assigned as an Administrative Firefighter/Engineer shall be paid at the rate of five percent (5.0%) of top step of rank of Firefighter/Engineer (inclusive of FLSA), with pay increases of two and one-half percent (2.50%) per annum to a maximum of ten percent (10.0%).

13.15. Longevity Pay

a. Effective August 1, 2011, Longevity Pay shall be eliminated. However, the City shall grandfather only those employees who were employed on a permanent basis with the City on or before June 30, 2011 as follows: Effective August 1, 2011 each tier of the Grandfathered longevity pay reflects a reduction by two and a half percent (2-1/2%) of the previous Longevity tiers. For example, employees who had attained 22 years of continuous service and prior to August 1, 2011 were receiving 11.25% step increase shall effective August 1, 2011 receive the new grandfathered tier two rate of 8.75%. Employees who had attained 15 years of continuous service prior to August 1, 2011 previously receiving an additional 5% shall effective August 1, 2011 receive the new grandfathered tier one rate of 2.5%; while grandfathered employees can move to the next tier upon eligibility until July 1, 2012, effective July 2, 2012 grandfathered employees shall remain frozen at the tier they are in as of July 2, 2012. Grandfathered Longevity Tier One: For those employees hired on or before June 30, 2011 who by July 1, 2012 have attained fifteen (15) years of continuous employment with the City shall receive an additional two and a half percent (2.5%) of top step pay.

b. Grandfathered Longevity Tier Two: For those employees hired on or before June 30, 2011 who by July 1, 2012 have attained twenty-two (22) years of continuous employment with the City shall receive an 8.75% increase to the salary step of Firefighter, Firefighter/Engineer, and Fire Captain.
SECTION 14. INSURANCE PLANS

14.1 Health Insurance And Related Benefits

a. **Choice of Health Plans.** Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an Employee only, Employee plus One and Employee plus two or more dependents coverage. The City shall offer two or more medical plans to regular employees.

b. **Eligibility.** Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City.

c. **City Contribution Towards the Cost of Insurance Programs.** Effective September 1, 2011:

   (1) The City shall contribute up to $481.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

   (2) The City shall contribute up to $875.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

   (3) The City shall contribute up to $1165.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

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

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

e. Parties agree to plan design changes to the City’s Modified Plan for employees, effective September 1, 2011.
14.2. Retirement Medical Allowance

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) dependent and the following provisions shall apply:

a. Normal Service Retirement. Eligibility for the allowance provided by this section is limited to employees who have retired subsequent to October 1, 1980, or were hired on or before June 30, 2011, and who retire at age fifty (50) or later. Such allowance shall terminate at age sixty five (65).

b. Disability Retirement. Eligibility for the allowance provided by this section is limited to employees who have retired subsequent to October 1, 1980, or were hired on or before June 30, 2011, and such allowance shall be limited to a maximum of fifteen (15) years or the attainment of age sixty five (65), whichever occurs first.

c. Prescription Coverage. Prescription coverage will be provided for retirees and one (1) dependent for those hired on or before June 30, 2011.

d. Medical Plan. The medical plan for employees retiring on or after February 1, 1993, or were hired on or before June 30, 2011, shall be the City’s modified employee medical plan which include medical design changes to the City’s Modified Plan effective September 1, 2011.

Employees retiring on or after January 1, 1996, and hired on or before June 30, 2011, who are eligible for retirement medical allowance, may continue to be covered by the City’s medical plan, when they reach age sixty-five (65), as supplemental coverage to Medicare or any other medical plan available to the retired employee. Said coverage shall extend to a retiree’s spouse.

14.3. Medicare Supplemental Coverage Requirements only for Employees hired on or before June 30, 2011

Upon reaching age sixty-five (65), retired employees are required by the City to apply for Medicare Part A and Part B coverage and to accept Medicare coverage if eligible. Those who must pay a premium to Medicare in order to obtain Part A coverage will be reimbursed by the City for their Medicare Part A premium. The City’s medical coverage shall continue on a coordinated basis with the City as a secondary payer after Medicare pays as the primary provider. There may be occasions when paying the premium cost for Medicare Part A may not be in the City’s best interest or the retiree may not be eligible. If such circumstances exist, the City’s supplemental medical plan would then be the primary coverage plan. The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City’s modified medical plan which includes medical plan design changes effective September 1, 2011 as the
primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse.

14.4. **No Retirement Medical Allowance Requirements**

The City does not provide any retiree medical program, allowance, or City contribution for employees hired on or after July 1, 2011. As soon as administratively possible the parties agree to establish an HRA for employees to use for current and future medical expenses and that the City will contribute an amount equal to one percent (1%) of the employee’s current base salary that was previously contributed towards deferred compensation and now shall be directed into an HRA. The City will hold the 1% contribution effective July 1, 2011 in the payroll fund and will confer those contributions to the HRA accounts when established.

14.5. **Long Term Disability Insurance**

The City rolled its contribution of long term disability (LTD) insurance into base pay and no longer provides a LTD program. Employees can purchase LTD insurance through the Union.
SECTION 15. SALARY PLAN

15.1. Salary Ranges

The salary ranges for all employees in this unit shall be as set forth in the City’s Salary Schedule. The rates of pay set forth in the City’s Salary Schedule represent the standard rates of pay for full time employment for each classification, unless the schedule specifically indicates otherwise.

15.2. Salary Upon Appointment

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the minimum salary for the class to which the employee is appointed. When circumstances warrant, the City Manager may approve an entrance salary that is more than the minimum salary for the class. 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 only 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. Salary Step Plan-Sworn Ranks

There shall be nine (9) salary steps for the classification of Firefighter. There shall be six (6) salary steps in each range for the classifications of Firefighter/Engineer and Fire Captain.

The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first step after receiving the recommendation of the department head. The same provisions shall apply to hourly paid and part-time employees.)

If a department head recommends to withhold increases to salary steps two (2) through nine (9) because an employee has not achieved the level of performance required, 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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

The second step shall be paid upon the employee's satisfactory completion of the Fire Academy and upon the written recommendation of the department head.

The third step shall be paid upon the satisfactory completion of six (6) months of service at the second step.

The fourth step shall be paid upon the satisfactory completion of six (6) months of service at the third step.

The fifth step shall be paid upon the satisfactory completion of one (1) year of service at the fourth step.

The sixth step shall be paid upon the satisfactory completion of one (1) year of service at the fifth step.

The seventh step shall be paid upon the satisfactory completion of one (1) year of service at the sixth step.

The eighth step shall be paid upon the satisfactory completion of one (1) year of service at the seventh step.

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

As an exception to the foregoing, employees promoted to the rank of Fire Captain shall be eligible for step increases upon the satisfactory completion of six (6) months' service in each step of the Fire Captain salary range. Also, employees holding the rank of Firefighter/Engineer shall be subject to step increase intervals of one (1) year. However, the Firefighter/Engineer rank shall be limited to six (6) salary steps. Regardless of an employee's length of service, step advancements may be made upon recommendation of the department head with the approval of the City Manager, but not above Step No. 6 of the Firefighter/Engineer and Fire Captain salary ranges, and not above Step No. 9 of the Firefighter salary 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.

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.

Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.
15.5. **Salary Step After Military Leave**

All employees who have been granted 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.

15.6. **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.

15.7. **Salary Step After Promotion or Demotion**

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5.0%) above the current base pay salary on the salary schedule of the current base pay rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. 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 rank to which demoted.

15.8. **Salary on Reinstatement**

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

15.9. **Salary Adjustments**

The 8.5% Salary Survey increase initially effective on July 1, 2010 and the 3.68% Cost of Living increases initially included in the 2003 – 2007 MOU shall be eliminated retroactively and prospectively.

The Salary Schedule as of March 31, 2011 and attached in Appendix A shall provide salary rates for the duration of the contract except for the changes to the salary schedule that establishes a new salary range for forty (40) hour employees in this unit, effective August 1, 2011 in accordance with the changes in holiday pay in Section 12. There shall be no salary increases for the duration of the contract.
SECTION 16. SEPARABILITY OF PROVISIONS

In the event that any provisions of this Memorandum of Understanding are 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 17. 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.

In the event that PERS changes its interpretation concerning the compensability of the former procedure for the Earned Time Allowance, the parties commit to return to the Earned Time Allowance procedure for employees with twenty-two (22) or more years of continuous service.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Union.

SECTION 18. 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.

SECTION 19. DURATION OF AGREEMENT

All provisions of this Memorandum of Understanding shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including June 30, 2012.

SECTION 20. MAINTENANCE OF OPERATIONS

a. It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this Memorandum of Understanding, through and inclusive of June 30, 2012, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, 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. In addition, the City may take other action that 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 Union, the City may take such remedial action as it deems appropriate.

d. The Union 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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

In the event any activity prohibited by subsection “a” occurs, the Union agrees to take any and all steps necessary to assure compliance with this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this ______ day of December 2011

STOCKTON PROFESSIONAL FIRE FIGHTERS’ LOCAL UNION 456’ INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

By: ________________________________
   DAVID MACEDO
   President

By: ________________________________
   GREG BIDDLE
   Vice-President

CITY OF STOCKTON, a municipal corporation

By: ________________________________
   BOB DEIS
   City Manager

By: ________________________________
   TERESIA HAASE
   Director of Human Resources

APPROVED AS TO FORM:

WYLIE, McBRIE, PLATTEN & RENNER

By: ________________________________
   CHRISTOPHER PLATTEN
   Legal Counsel

APPROVED AS TO FORM:

JOHN LUEBBERKE
CITY ATTORNEY

By: ________________________________
   JOHN LUEBBERKE
   City Attorney

ATTEST:

BONNIE PAIGE
CITY CLERK

By: ________________________________
   BONNIE PAIGE
   City Clerk

CITY OF STOCKTON
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

- Appendix A: Salary Schedule for the Fire Unit
- Appendix B: City of Stockton Modified Employee Medical Plan With Plan Design Changes Effective September 1, 2011
- Appendix C: Release of Claims
- Appendix D: Wellness – Fitness Program
- Appendix E: Tie Break and Reemployment List
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<td>Overall lifetime maximum benefit</td>
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<td>None</td>
<td></td>
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<tr>
<td>Hospital</td>
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<tr>
<td>Inpatient confinement</td>
<td>80% of Allowable Charges after a copayment of $75 per admission</td>
<td>50% of Allowable Charges after a copayment of $200 per admission</td>
<td></td>
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<tr>
<td>Outpatient department</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
<td></td>
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<tr>
<td>Emergency room</td>
<td>80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist (refer to Article 1 for the Plan's definition of Emergency)</td>
<td>80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist (refer to Article 1 for the Plan's definition of Emergency)</td>
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<tr>
<td>Skilled Nursing Facility</td>
<td>80% of Allowable Charges after a copayment of $75 per admission</td>
<td>50% of Allowable Charges after a copayment of $200 per admission</td>
<td></td>
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<tr>
<td>Outpatient therapy (physical, respiratory, cardiac &amp; speech)</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
<td></td>
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<tr>
<td>Plan Feature</td>
<td>Coverage Amount When Provided by a Participating Provider</td>
<td>Coverage Amount When Provided by a Non-Participating Provider</td>
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<tr>
<td>Home health care</td>
<td>80% of Allowable Charges</td>
<td>Not covered</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Hospice care</td>
<td>80% of Allowable Charges</td>
<td>Not covered</td>
<td></td>
<td></td>
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<tr>
<td>Mental or nervous disorder</td>
<td></td>
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</tr>
<tr>
<td>Inpatient confinement</td>
<td>80% of Allowable Charges after a copayment of $75 per admission</td>
<td>50% of Allowable Charges after a copayment of $200 per admission</td>
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<tr>
<td>Outpatient services</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
<td></td>
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<tr>
<td>Substance abuse treatment</td>
<td></td>
<td></td>
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<tr>
<td>Inpatient confinement</td>
<td>80% of Allowable Charges after a copayment of $75 per admission</td>
<td>50% of Allowable Charges after a copayment of $200 per admission</td>
<td></td>
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<tr>
<td>Outpatient services</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
<td></td>
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<tr>
<td>Outpatient diagnostic radiology &amp; laboratory</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
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<td>Radiation therapy, chemotherapy &amp; dialysis</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
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<td>treatment</td>
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<td>Physician services</td>
<td></td>
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<tr>
<td>Office &amp; hospital visits</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
<td></td>
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<tr>
<td>Emergency room care</td>
<td>80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist (refer to Article 1 for the Plan’s definition of Emergency)</td>
<td>80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist (refer to Article 1 for the Plan’s definition of Emergency)</td>
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<tr>
<td>Surgery</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
<td></td>
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<tr>
<td>Anesthesia and its administration</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
<td></td>
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<tr>
<td>Preventive Care (physical exam, screenings, tests &amp; immunizations as recommended by certain government agencies – refer to the definition of Preventive Care Services in Article 1)</td>
<td>Not subject to the calendar year deductible; 100% of Allowable Charges</td>
<td>Calendar year deductible applies; 50% of Allowable Charges</td>
<td></td>
<td></td>
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<tr>
<td>Dental treatment</td>
<td>Not covered except 80% of Allowable Charges for treatment of Accidental Injury to natural teeth</td>
<td>Not covered except for 50% of Allowable Charges for treatment of Accidental Injury to natural teeth</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Plan Feature</td>
<td>Chiropractic services</td>
<td></td>
<td>Coverage Amount</td>
<td>When Provided by a</td>
<td>When Provided by a Non-</td>
<td>Participation Provider</td>
<td>Participating Provider</td>
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<tr>
<td>Pregnancy &amp; childbirth (dependent children are not covered by this benefit)</td>
<td>80% of Allowable Charges</td>
<td></td>
<td>Covered on the same basis as an illness</td>
<td>Covered on the same basis as an illness</td>
<td></td>
<td></td>
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<tr>
<td>Infertility</td>
<td>80% of Allowable Charges</td>
<td></td>
<td>Payable on the same basis as any other illness</td>
<td>Payable on the same basis as any other illness</td>
<td></td>
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<tr>
<td>Organ &amp; tissue transplants</td>
<td>80% of Allowable Charges</td>
<td></td>
<td>Payable on the same basis as any other illness</td>
<td>Payable on the same basis as any other illness</td>
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<tr>
<td>Ambulance service</td>
<td>80% of Allowable Charges</td>
<td></td>
<td>Payable on the same basis as any other illness</td>
<td>Payable on the same basis as any other illness</td>
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<tr>
<td>Prosthetics &amp; orthotics</td>
<td>80% of Allowable Charges</td>
<td></td>
<td>Payable on the same basis as any other illness</td>
<td>Payable on the same basis as any other illness</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Durable medical equipment</td>
<td>80% of Allowable Charges</td>
<td></td>
<td>Payable on the same basis as any other illness</td>
<td>Payable on the same basis as any other illness</td>
<td></td>
<td></td>
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<tr>
<td>Hearing aids</td>
<td></td>
<td></td>
<td>No Coverage</td>
<td>No Coverage</td>
<td></td>
<td></td>
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<tr>
<td>Prescription Drug Program (no calendar year deductible applies)</td>
<td></td>
<td></td>
<td>When Dispensed at a Participating Pharmacy</td>
<td>When Dispensed at a Non-Participating Pharmacy</td>
<td></td>
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</tr>
<tr>
<td>Retail pharmacy (30 day supply limit)</td>
<td>$10 copayment for a generic drug; $35 copayment for a non-generic formulary drug; no coverage for non-formulary drugs</td>
<td>Not covered</td>
<td></td>
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<tr>
<td>Mail service pharmacy (90 day supply limit)</td>
<td>$20 copayment for a generic drug; $70 copayment for a non-generic formulary drug; no coverage for non-formulary drugs</td>
<td>Not covered</td>
<td></td>
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</tr>
</tbody>
</table>

Effective September 1, 2011
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

APPENDIX C

Sideletter Re: RELEASE OF CLAIMS

1. The Union (defined herein as including without limitation the Union's members, officials, attorneys and affiliates) agrees to dismiss with prejudice all claims raised, arising out of or related to the arbitration case pending before Arbitrator Alexander Cohn as well as all claims made, arising out of or related to the civil litigation entitled IAFF Local 456 v. City of Stockton et al., San Joaquin Superior Court Case No. 39-2010-00244326 and the action entitled IAFF Local 456 v. City of Stockton, U.S.D.C., E.D. Cal. Case No. 2:10-CV-01828. The City further agrees that it will dismiss with prejudice its claims made in the above-referenced San Joaquin Superior Court case. Both the Union and the City will take all appropriate steps to carry out those mutual dismissals within 30 days of execution of this agreement.

2. In addition to dismissing the above-mentioned grievance and lawsuits, the Union hereby releases the City of Stockton (including without limitation its officers, employees, councilmembers, attorneys, agents and assigns) from any and all liability associated with the declarations of emergency dated May 26, 2010 and May 17, 2011, including any and all actions taken by the City of Stockton and its employees, officers, councilmembers, attorneys and assigns) prior to October 18, 2011 (date the Council approved the final 2011–2012 MOU agreement) pursuant to the declarations of emergency, including, but not limited to, the Resolution affecting the terms and conditions of employment of past, present or future sworn employees in the Fire Department (Resolution No. 10-0200). By entering this agreement, the Union releases the City (as broadly defined above) of any and all liability related to staffing changes, equipment closures, loss of wages and benefits, and other changes to the terms and conditions of employment that resulted from or are
related to the City's 2010 and 2011 emergency declarations and actions taken pursuant to those declarations prior to the effective date of this release.

3. Within 5 days of execution of this Agreement, the Union and the City shall inform arbitrator Alexander Cohn that the matter submitted to him for resolution has been settled. The Union and the City shall further make a joint request to Mr. Cohn that his arbitration award not be submitted to any establishment for publication.

It is further agreed that the award issued July 22, 2011 has no precedential value or evidentiary effect upon any party or person other than the Union and the City.

4. The parties understand and expressly agree that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future, arising from or attributable to the City's emergency declarations for actions taken prior to October 18, 2011 (date the Council approved the final 2011 – 2012 MOU agreement) 2011 pursuant to those declarations. The parties acknowledge that any and all rights granted to the parties under Section 1542 of the California Civil Code or any analogous state or federal law or regulation, are hereby expressly waived. The parties recognize and acknowledge that the factors which have induced them to enter into this Agreement might turn out to be incorrect or different from what they had previously anticipated, and the parties expressly assume all of the risks of this waiver of California Civil Code Section 1542. Section 1542 of the California Civil Code, reads as follows:

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

CITY OF STOCKTON
5. In consideration of the foregoing promises and other considerations, the Union, for itself, its attorneys, members, officers, directors, represented employees and affiliates, hereby fully and forever releases, discharges and covenants not to sue or otherwise institute in any way, actively participate in or voluntarily assist in any legal or administrative proceedings against the City arising from or attributable to the City’s emergency declarations for actions or omissions that took place before October 18, 2011 (the date the Council approved the final 2011 – 2012 MOU) pursuant to those declarations. The effective date of the release shall be the date of the City Council’s approval of the 2011 – 2012 MOU between the City and the IAFF Local 456 Fire Unit.

6. All parties expressly waive any right to recover attorneys’ fees and costs.
LETTER OF AGREEMENT
STOCKTON FIRE DEPARTMENT'S WELLNESS-FITNESS PROGRAM

It is understood and agreed by and between the CITY OF STOCKTON FIRE DEPARTMENT, hereby referred to as the "Department," and the STOCKTON PROFESSIONAL FIRE FIGHTERS' LOCAL 458, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,' hereby referred to as the "Union," that a Wellness-Fitness Program will begin with the following provisions:

1. The Wellness-Fitness Program is a collaborative approach between Management and Labor to develop, promote, enhance and maintain the wellness and fitness of members of the Department.

2. The Wellness-Fitness Program will be based on the International Association of Fire Fighters' (IAFF) Joint-Labor Management Wellness Fitness Initiative.

3. The sole purpose of the Wellness-Fitness Program is to increase the physical and mental well being of Union members of the Department.

4. Participation in the Wellness-Fitness Program is mandatory for the program's testing, evaluations, and daily physical training requirements. No disciplinary action will be taken because of results that are obtained due to the physical examination and fitness tests performed during the Wellness-Fitness Program.

5. Confidentiality of medical information is a critical aspect of the Wellness-Fitness Program. The Department agrees that all information obtained from the medical and physical evaluations is confidential, and the Department will only have access to information regarding necessary work restrictions and appropriate accommodations as Dr. Sepiolo or his replacement deems necessary. The Department also agrees that all medical information must be maintained in separate files from all other personnel information.

6. The quantitative content of the yearly examinations will be determined by Dr. Sepiolo, or his replacement.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

Any dispute arising as to the interpretation of application of the provisions of this agreement shall be resolved in accordance with the grievance provisions set forth in section 8 of the Fire Unit MOU.

IN WITNESS WHEREOF, the parties here to have executed this Letter of Agreement this _______ day of November 2007, to be effective upon ratification by the parties.

STOCKTON PROFESSIONAL
FIRE FIGHTERS' LOCAL UNION 456,
International Association of
Fire Fighters
By: __________
Its: President
By: __________
Its: Vice-President

CITY OF STOCKTON
FIRE DEPARTMENT
By: __________
Its: Fire Chief

APPROVED AS TO FORM:

WYLIE, McBRIE, PLATTEN &
RENNER
By: __________
Its: Legal Counsel

RICHARD E. NOSKY, JR.,
City Attorney
By: __________
Its: Deputy City Attorney

CITY OF STOCKTON
LETTER OF AGREEMENT
BETWEEN THE CITY OF STOCKTON
AND
THE STOCKTON FIREFIGHTERS’ LOCAL 456

TIE BREAK AND REEMPLOYMENT LIST

The City of Stockton, hereby referred to as “City,” and the Stockton Firefighter’s Local 456 (“Local 456”) representing the Fire and Fire Management Units are parties to a Memoranda of Understanding (“MOU”) covering the period July 1, 2003 through June 30, 2011. This Letter of Agreement has been jointly prepared by the designated representatives of the City, a public agency within the meaning of section 3501(c) of the Government Code of the State of California, and the designated representatives of Local 456, a recognized employee organization within the meaning of section 3501(b) of the Government Code of the State of California and in accordance with the authority granted by 2.74.080 of the Stockton Municipal Code.

Except as modified herein, all terms of the current MOU shall remain in full force and application and does not serve to extend, cancel, or modify any of the provisions other than as stated in this Letter of Agreement.

The City and Local 456, after meeting and conferring in good faith, have reached an agreement to modify Section 5.3 of the MOU to read as follows:

5.3 **Precedence By Employment Status**

[...]

[...]

(...)

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

The City and Local 456 also agreed to modify Section 6 of the MOU to read as follows:

6 **Reemployment**

When an employee with classified service whose performance evaluation conducted by the employing department reflects that the employee is performing duties satisfactorily is laid off due to lack of funds or their position is abolished or on authorized leave of absence and is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the employee in the appropriate class to be placed on the reemployment list.
(a) Except as otherwise provided in subsection (b) below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur.

(b) An employee who receives a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee demoted, as provided for in subsection (a), above, and remain on the list either until the employee is appointed to the position or the employee declines appointment to the position. The reemployment rights granted by this subsection are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

The reemployment list for any class shall be established by a Civil Service resolution, as needed. 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".

[...] 

The parties hereto have executed this Letter of Agreement effective this 1st day of September 2010.

ATTEST:
KATHERINE GONG MEISSNER
CITY CLERK
By: ____________________________
   Deputy City Clerk

CITY OF STOCKTON, a public agency
(the "City")
By: ____________________________
   Dianna R. Garcia
   Its: Employee Relations Officer

APPROVED AS TO FORM:

JOHN LUEBBERKE
CITY ATTORNEY
By: ____________________________
   Deputy City Attorney

STOCKTON FIREFIGHTERS' LOCAL
456
By: ____________________________
   David Maceo
   Its: President

WYLIE, McBRIE, PLATTEN,
& RENNER
By: ____________________________
   Christopher E. Platten
   Its: Legal Counsel for Local 456

By: ____________________________
   Greg Biddle
   Its: Vice-President

CITY OF STOCKTON
STOCKTON FIRE MANAGEMENT UNIT

By: __________________________
   Ed Rodriguez
   Its: Chairperson

By: __________________________
   Michael Lilenthal
   Its: Unit Representative
August 28, 2012

TO: Mayor and City Council

FROM: Teresia Haase, Director of Human Resources


RECOMMENDATION

It is recommended that the City Council adopt by motion the attached Memorandums of Understanding, effective July 1, 2012 through June 30, 2013 regarding salary, benefits and other terms and conditions of employment for the Stockton Firefighters Association Local 456 bargaining groups of Fire Unit and Fire Services Management Unit. These Memoranda of Understanding shall supersede all previous Memorandums of Understanding, as well as the Pendency Plan for the Stockton Fire (Fire) and Fire Services Management (Fire Management) units that were adopted on June 26, 2012. City Council shall authorize the City Manager to execute these Memoranda of Understanding between the City of Stockton and Stockton Firefighters Association Local 456 for the Fire and Fire Management bargaining units. It is further recommended that this action authorize the City Manager to take whatever actions are appropriate to carry out the implementation of these Memorandums of Understanding.

Summary

Representatives of the City have met and conferred with representatives of the Stockton Firefighters Association Local 456 on new Memorandums of Understanding (MOU’s) for their two units that become effective July 1, 2012 and have a term of one year, expiring June 30, 2013. These MOU’s include proposed reductions in compensation and benefits due to the City of Stockton’s fiscal shortfalls that resulted in the chapter 9 bankruptcy filing. The new MOU’s for Fire and Fire Management include new PERS cost sharing provisions whereas employees will be paying a portion of the City’s employer PERS pension contributions in the amount of the required member employee contribution (9%) plus an additional amount (2.7%) to replace savings from the delayed reductions in certain add pays for the current fiscal year. These MOU’s supersede the previously adopted Memorandums of Understanding and the Pendency Plan adopted by the Council on June 26, 2012 for these units. It also supersedes all previous side letters and resolutions not included in these MOU’s.
MEMORANDUMS OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON FIREFIGHTERS' LOCAL 456, INTERNATIONAL ASSOCIATION UNITS: FIRE UNIT AND FIRE SERVICES MANAGEMENT UNIT

(Page 2 of 4)

DISCUSSION

Background

The City has had substantial fiscal shortfalls over the past several years. In 2010, unable to reach an agreement with these units on concessions, the City declared a fiscal emergency and temporarily imposed changes in compensation and staffing. In 2011, the Stockton Firefighters Association agreed to permanent concessions for employees in their two units to assist the City in balancing its budget. As part of the 2011 agreement, the compensation changes made in 2010 were also agreed to. The City and representatives of this unit participated in the AB 506 mediation process.

On June 26, 2012, after taking public testimony, the City Council adopted a final budget for Fiscal Year 2012/2013 as a Pendency Plan budget. It also adopted as part of its Pendency Plan changes in compensation and conditions of employment for the Stockton Firefighters Association Local 456 Fire and Fire Management units in order to adjust expenditures to available revenues. The City filed for chapter 9 bankruptcy protection on June 28, 2012.

Present Situation

The City and representatives of the Stockton Firefighters Association Local 456 have met and conferred and reached tentative agreements on new Memorandums of Understanding for both units with a term of July 1, 2012 through June 30, 2013. The City has been notified that members of the Stockton Firefighters Association Local 456 Fire Unit and Fire Services Management Unit have voted to ratify both tentative agreements. These MOU's are presented to Council for your consideration and adoption. If adopted, these MOU's and their provisions will supersede all previous Memorandums of Understanding and will also supersede the Pendency Plan for these units adopted by the Council on June 26, 2012.

The new Fire and Fire Management MOU's implement a proposal from the Fire bargaining units regarding a PERS cost sharing agreement allowed under PERS regulations (Section 20516 of the Public Employment Retirement Law) that allows employees to pick up a portion of the employer PERS contribution. Fire and Fire Management had a similar proposal in their previous MOU's that they never voted to implement. The Fire units proposed under the cost sharing amendment to pay a 9% employer contribution instead of their 9% employee payment. They have also proposed to pay additional employer's cost of 2.7% for the balance of this fiscal year only to be used to buy back certain add pays that the City eliminated under the Pendency Plan.
MEMORANDUMS OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON FIREFIGHTERS’ LOCAL 456, INTERNATIONAL ASSOCIATION UNITS: FIRE UNIT AND FIRE SERVICES MANAGEMENT UNIT

(Page 3 of 4)

The additional 2.7% cost sharing by Fire and Fire Management Employees will end effective June 30, 2013 and the previously agreed to reductions in Fire and Fire Management Add pays will go into effect July 1, 2013. The major changes in these two new Memorandums of Understanding are summarized as follows:

1. Agreement to various reductions in vacation, sick leave, holiday leave time and benefits, including a 0.41% reduction in salary which reflects the value of 1 holiday reduction;
2. Elimination of paid Union release time;
3. Phase out and then elimination of Longevity Pay for employees in these units over the next year;
4. Phase out and then elimination of Tiller Pay and Unassigned Paramedic Pay;
5. Reduction of Certification Incentive Pay and Paramedic Add pays;
6. Reduction of benefit value of City paid Life insurance to $50,000;
7. Elimination or reduction in the cash out of unused sick leave at separation;
8. Changes in management of sick leave use by employees;
9. Various changes to standby, call back and overtime paid to employees, including changing the calculation of overtime eligibility to Federal Fair Labor Standards Act (FLSA) minimum standards;
10. Elimination of dual coverage in City medical plans for employees and retirees and other medical plan changes in retiree plans;
11. Reduction and then elimination of City paid retiree medical benefits for existing employees over the next fiscal year;
12. Agreement to release and waive all claims in bankruptcy and agrees to support any City’s Plan of Adjustment that is not inconsistent with these new Memorandums of Understanding or any subsequent Memorandums of Understanding between the parties; and
13. Implementation of a proposal from the Fire and Fire Management Units regarding a PERS cost sharing agreement allowed under PERS regulations that allows employees to pick up a greater share of the employer PERS contribution; the Fire union is proposing that this additional employee payment of employer’s cost would be used to replace savings from the reductions in Longevity Pay, Tiller Add Pay, Long Term Disability, Holiday and other Add pays otherwise provided for in this MOU for the balance of this fiscal year. The cost sharing amendment and subsequent agreement to restore add pays listed above will be eliminated on July 1, 2013.
FINANCIAL SUMMARY

Implementation of these Memorandums of Understanding as recommended will result in approximately $760,214 of General Fund savings and $68,218 in non-general fund programs savings specific to these units compared to the previous MOU. These savings were already included in the budget and Pendency Plan adopted on June 26, 2012. There is no impact to the budget for the PERS cost sharing amendment and restoration of add pays through June 30, 2013.

Respectfully submitted,

[Signature]

TERESIA HAASE
DIRECTOR OF HUMAN RESOURCES

[Signature]
LAURIE MONTES
DEPUTY CITY MANAGER

Attachment A – Fire Unit MOU-Effective July 1, 2012
Attachment B – Fire Unit MOU-Redlined Version
Attachment C– Fire Services Management MOU- Effective July 1, 2012
Attachment D– Fire Services Management MOU-Redlined Version

TH: AG: SVS::DDMAIGRPWISE/COS.PER.PER_Library:92981
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2012 – JUNE 30, 2013

CITY OF STOCKTON

FIRE UNIT
MEMORANDUM OF UNDERSTANDING

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer employee relations of such employees.

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

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned regarding wages, hours, and other terms and conditions of employment for the period commencing July 1, 2012, and ending on June 30, 2013. This agreement shall supersede all other existing agreements on the matters set forth herein.
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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, hereafter 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. Union Recognition

The Stockton Firefighters' Local 456 (formerly Local 1229), International Association of Firefighters, hereafter referred to as the "Union," is the recognized employee organization for the Firefighters' Unit, certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.
SECTION 2. UNION SECURITY

2.1 Dues Deduction

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

Payroll deductions shall be for a specified amount, consistent for all employee-members of the Union, and shall not include fines and fees.

Authorization, cancellation, or modification of payroll deductions shall be made upon forms provided or approved by the City. The payroll deduction authorized shall remain in effect until:

(1) Canceled or modified by the employee through written notice to the City; or

(2) The first day of the calendar month following the employee's transfer to a position represented by another employee organization; or

(3) The employee terminates his or her employment with the City.

Additional authorization shall not be required for deduction of increased membership dues when such increase has been duly approved by the membership of the Union. Notification of such approval shall be forwarded to the City in the form of written notice on official Union letterhead and signed by the Union President or other duly authorized Union official. Upon receipt of notification, the City shall authorize the payroll deduction of the increased amount.

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

In addition to the deduction of dues, the City will deduct from the paychecks of Union members who request it, premiums for group insurance and investment plans sponsored by the Union. Such deductions shall be made in one lump sum and only upon receipt of a signed authorization from the employee on a form that is satisfactory to the City. Such deductions shall be
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payable to the Union 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 from future earnings to cover that pay period nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non pay status during part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other required deductions shall have priority over the employee organization deduction.

b. **Indemnity and Refund.** The Union shall indemnify, defend, and hold the City harmless against any claim made or any suit initiated against the City in connection with or as a result of any employee-authorized deduction and/or payment of Union dues or premiums for benefits. In addition, upon presentation of supporting evidence, the Union shall refund to the City any amounts paid to it in error.

2.2 **Use of City Facilities**

The Union 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 Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

Any representative of the Union shall give notice to the Fire Chief or the Fire Chief's designated representative when contacting Department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Union business shall be conducted during the non duty hours of all employees concerned. Prearrangement for routine contact may be made with the Fire Chief or the Fire Chief's designated representative and when made shall continue until revoked by the Fire Chief.

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

Members of the Union are prohibited from using City equipment and/or time for their personal use.
2.3 **Advance Notice**

Except in cases of emergency, the Union shall be given reasonable advance written notice of the proposed change to any ordinance, resolution, rule, or regulation to be adopted by the City that relates to matters within the scope of representation and shall be given the opportunity to negotiate, if requested, with the management representatives designated by the City Manager.

In cases of emergency which constitute an imminent threat to the City's financial and/or other resources, the City may immediately implement any emergency measures the City deems necessary to prevent the public business and/or the City's operations from being financially or otherwise impaired and deal with the emergency at hand. At the earliest practicable date thereafter, the Union shall be provided with the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representatives designated by the City Manager.

2.4 **Attendance At Meetings By Employees/Release Time**

*Release Time Related to Meet and Confer.* City employees who are official representatives of the Union shall be given reasonable time off with pay, in accordance with the MMBA, to attend meetings with City management representatives where matters within the scope of representation or grievances related to this unit are being considered. The use of official release time for this purpose shall be reasonable and shall not interfere, as determined by the City, with the performance of City services. Such employee representatives shall request an excused absence, prior to the scheduled meeting, whenever possible. Except by mutual agreement, the number of employees excused for release time related to meeting with City management on meet and confer and grievance matters shall not exceed three (3) per recognized bargaining unit.
SECTION 3. COMPLIANCE WITH LAWS

3.1 Non-Discrimination/Equal Employment

The City and the Union agree that there shall be no discrimination of any kind on the basis of age (over 40), race, creed, color, religion, national origin (ancestry), veterans status, physical or mental disability, marital status, sex (sexual, gender based, pregnancy/childbirth), sexual orientation, political affiliation, legitimate Union activity, or on any other basis prohibited by applicable federal and State law against any employee or applicant for employment. In addition, the Union shall cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the City’s objective of promoting equal employment opportunities.
SECTION 4. PROBATION

4.1 Purpose

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

4.2 Original Entrance Positions

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

4.3 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, 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 is desired. During the probationary period an employee may be rejected at any time by the appointing authority.

4.4 Promotional Positions

All promotional Fire Department appointments shall be subject to a probationary period of twelve (12) months. The probationary period for Fire Department promotional positions shall not be extended.
SECTION 5. LAYOFF

Any employee may be laid off by the appointing authority in the event of the abolition of his/her position by the City Council or if a shortage of work or funds requires a reduction in personnel. The appointing authority shall have the power to determine, after consideration of work requirements and the efficiency and conduct of individual employees and their length of service, the order in which employees shall be laid off.

5.1 Layoff Scope

a. Layoffs shall be within departments of the City.

b. The departments of the City are defined as follows:

1) Administrative Services Department
2) City Attorney
3) City Auditor
4) City Clerk
5) City Manager
6) Community Development Department
7) Fire Department
8) Housing and Redevelopment Department
9) Human Resources Department
10) Library Services Department
11) Municipal Utilities Department
12) Parks and Recreation Department
13) Police Department
14) Public Works Department

5.2 Notice Of Layoff

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

5.3 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, as listed in ascending order:

a. Extra Help
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b. Provisional
c. Temporary
d. Probationary

Layoffs shall be by job classification according to the length of time served in that class with the employee having the least amount of time served in the class to be laid off first. For the purpose of this procedure, part time classes shall be considered as separate from and shall be laid off prior to regular full time classes. The following provisions shall apply in computing total continuous service:

a. Time spent on military leave shall count as service if 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 for any other class.

c. Time worked in a permanent or probationary status shall count as service time.

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

5.4 Employee Options

Employees laid off shall have 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 (total service) seniority. 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 (total service) seniority.
SECTION 6. REEMPLOYMENT

When an employee with classified service whose performance evaluation conducted by the employing department reflects that the employee is performing duties satisfactorily is laid off due to lack of funds or their position is abolished or on authorized leave of absence and is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the employee in the appropriate class to be placed on the reemployment list. Except as otherwise provided below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur.

a. An employee who receive a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee demoted, as provided for above, and remain on the list either until the employee is appointed to the position or the employee declines appointment to the position. The reemployment rights granted by this subsection are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

The reemployment list for any class shall be established by a Civil Service resolution, as needed. 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.” An employee who waives reemployment three times shall have his/her name removed from the reemployment list, unless mutually agreed to by the Department and employee.
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, 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 receipt of written notification of the action. Such filing will foreclose the use of the grievance procedure.

c. File a grievance as provided for in Section 8.2, below, within ten (10) business days of receipt of written notification of the action.

If the employee fails to do "b" or "c," above, within the prescribed time frames, those rights will have been waived.
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, regulations, and resolutions 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 time the affected employee received written notification of such action.

For purposes of filing appeals and grievances, the City of Stockton’s business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding City-recognized holidays.

8.3 Grievance Processing

a. Step 1 - Departmental Review. Any employee who believes that he/she has a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit his/her grievance directly to the Union’s recognized representative, the procedures set forth in Step 2, below, may be invoked.

b. Step 2 - Director of Human Resources Review. Any employee or any official of the Union 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) working 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 (2) 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 that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

d. **Step 4 - Arbitration.** If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

e. **Effect of Decision.** Decisions of arbitrators on matters properly before them shall be final and binding on the parties, except as otherwise provided herein.

8.4 **Scope of Arbitration**

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

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no 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. The arbitrator selected pursuant to this section shall not 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 arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.
8.5 Other Provisions

If the Director of Human Resources or the City Manager, in pursuance of the procedures outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if the arbitrator finds that the City had such right, he/she 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 that 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 sixty (60) 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 that 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 Union shall be processed under this section. If the City Charter requires that another option be available to the employee, no action under paragraph "d" of subsection 8.3, above, shall be taken unless it is determined that the employee is not availing himself/herself of such option.

No action under paragraph "d" of subsection 8.3, above, shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.
SECTION 9. LEAVES

9.1 Vacation Leave

a. Accrued Vacation Allowance. All regular employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave as follows:

(1) 40 hour workweek employee:

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5</td>
<td>80</td>
</tr>
<tr>
<td>1.5 – 7.5</td>
<td>108</td>
</tr>
<tr>
<td>7.5 – 15</td>
<td>144</td>
</tr>
<tr>
<td>15 – 25</td>
<td>189</td>
</tr>
<tr>
<td>25 plus</td>
<td>additional 7 hours each year</td>
</tr>
</tbody>
</table>

(2) 56 hour workweek employee:

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5</td>
<td>120</td>
</tr>
<tr>
<td>1.5 – 7.5</td>
<td>162</td>
</tr>
<tr>
<td>7.5 – 15</td>
<td>216</td>
</tr>
<tr>
<td>15 – 25</td>
<td>283.5</td>
</tr>
<tr>
<td>25 plus</td>
<td>additional 10.5 hours each year</td>
</tr>
</tbody>
</table>

b. Maximum Vacation Accrual. Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave and balances without exception. Employees shall accrue vacation on a twice-monthly basis.

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

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5</td>
<td>120</td>
</tr>
<tr>
<td>1.5 – 7.5</td>
<td>240</td>
</tr>
<tr>
<td>7.5 – 15</td>
<td>280</td>
</tr>
<tr>
<td>15 – 25</td>
<td>320</td>
</tr>
<tr>
<td>26 years</td>
<td>328</td>
</tr>
<tr>
<td>27 years</td>
<td>336</td>
</tr>
<tr>
<td>28 years</td>
<td>344</td>
</tr>
<tr>
<td>29 years</td>
<td>352</td>
</tr>
<tr>
<td>29 plus</td>
<td>7 hours each additional year</td>
</tr>
</tbody>
</table>
The maximum number of vacation hours that employees on a 56 hour workweek shall accrue are as follows:

- Under 1.5 years: 300 hours
- 1.5 - 7.5 years: 360 hours
- 7.5 - 15 years: 420 hours
- 15 - 25 years: 480 hours
- 26 years: 492 hours
- 27 years: 504 hours
- 28 years: 516 hours
- 29 years: 528 hours
- 29 plus years: 7 hours each additional year

c. Longevity Vacation Allowance

(1) Program is eliminated as of July 1, 2011. Employees with accrued longevity allowance positive balances as of June 30, 2011 will have those balances frozen and cashed out upon separation at the employee’s rate of pay on June 30, 2011.

(2) Annual longevity vacation allowance accrual credited on January 1, 2011 shall be reduced by fifty percent (50%).

d. Scheduling

(1) 48/96 Shift Schedule

The 48/96 Shift Schedule for line fire suppression employees shall continue indefinitely with the contingency that the Fire Chief shall retain the ability to discontinue, change or otherwise alter the work schedule consistent with his/her management responsibility to control and direct all Stockton Fire Department’s members and divisions. The following provisions shall apply, as long as the 48/96 Shift Schedule remains in effect:

(a) A minimum of four (4) shifts of Accrued Vacation must be scheduled per year. The four (4) shift minimum is not required to be scheduled contiguously.

(b) Any Accrued Vacation that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.

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(c) **Sell-back.** Effective July 1, 2011, employees on a forty (40) hour workweek may sell back a maximum of forty (40) hours of unused Accrued Vacation per year except during furlough or fiscal emergency periods. Employees on a fifty-six (56) hour workweek may sell back a maximum of (60) hours of unused accrued vacation per year except during furlough or fiscal emergency periods.

e. **Vacation Allowance for Separated Employees.**

(1) When an employee is separated from the service after February 17, 2012, the employee’s remaining vacation allowance including Longevity Vacation allowance, if any, shall be paid as follows:

(a) Upon separation, employees shall receive one third (1/3) or $10,000, whichever is greater, of the total of his/her unused accumulated vacation hours.

(b) On the one year anniversary of employee’s separation, he/she shall receive the second payment of one third (1/3) or $10,000, whichever is greater of the balance of his/her unused accumulated vacation hours.

(c) On the second year anniversary of employee’s separation he/she shall receive payment for the balance of the unpaid accumulated vacation hours.

(d) Employees who are involuntarily separated shall have their unused accumulated vacation hours, if any, added to his/her final compensation.

9.2 **Sick Leave**

a. **Accrual.** All regular employees on a forty (40) hour a week schedule, except provisional, temporary, and part time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular employees on a fifty-six (56) hour workweek schedule, except provisional, temporary, part-time employees shall accrue sick leave at a rate of twelve (12) hours for each 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 that the employee would normally have worked, to a maximum of sick leave hours accrued by the employee.

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

c. **Family Sick Leave.** Employees may utilize fifty percent (50%) of their annual accrued sick leave to attend to cases of illness or injury in the employee's immediate family, except in instances where the employee is on approved FMLA or CFRA leave.

Such leave shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, legal dependent, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

d. **Procedures for Requesting and Approving Sick Leave.** The employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD) at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty. When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request in writing authorization for such sick leave from the Fire Chief prior to such absence.

Before an employee may be paid for the use of accrued sick leave, he/she shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth the dates and hours of absence, the exact reason, and such other information as is necessary for his/her 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 Fire Chief.

e. **Doctor's Certificate or Other Proof.** If an employee's illness results in an absence from work for more than two (2) consecutive shifts, a doctor's certificate or other reasonable proof of illness may be required by the Fire Chief.
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The Fire Chief or 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. In addition, the Fire Chief may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

f. Use of Sick Leave While on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:
   
   1. Was hospitalized during the period for which sick leave is claimed, or
   
   2. Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

g. Accessibility and Reporting. All officers and members of the Department on leave for sickness shall be available by telephone or at their home for consultation with the Fire Chief or the Fire Chief’s designee. Exceptions to this rule shall only be made with the permission of the attending physician and Fire Chief.

   All officers and members of the Department on leave for sickness for extended periods of time will make weekly progress reports by telephone to the Fire Chief’s office.

h. Return to Duty. Upon availability for return to duty, the employee shall notify the Chief’s Operator, or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period. Sick leave may be granted for any period of time approved by the Fire Chief.

i. Payment for Unused Sick Leave for Unit Employees. Effective February 17, 2012, except as set forth below all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees may be eligible to convert unused sick leave for CalPERS service credit at retirement based on the PERS contract provisions applicable to their employment.

j. CalPERS Service Credit for Unused Sick Leave.
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Employees shall be eligible for CalPERS service credit for any unused sick leave at retirement not otherwise compensated for in (k) below. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave shall not be eligible for this service credit.

k. Sick Leave Retention Benefit

If, after subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:

1. Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;

2. Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 35% of its cash value to separating employees between these dates; and

3. Separation after July 1, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 50% of it’s cash value to separating employees after this date.

4. Service credit for unused sick leave shall be in accordance with PERS regulations.

9.3 Other Leaves With Pay

a. Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon his/her request, be granted up to three (3) days bereavement leave with pay and without charge to his/her 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 paragraph, “immediate family” shall be restricted to the employee’s parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.
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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 leave upon request, which shall be charged against the employee’s accumulated sick leave credits.

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

Such absences from duty will be compensated for actual hours the employee serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. As a condition of receiving such pay, the employee must remit to the City, within fifteen (15) days after receipt, all fees received, except those specifically allowed for mileage and expenses. The employee shall remit such fees to the City through the employee’s department head.

Attendance at court or at a deposition while in an on duty status in connection with an employee’s official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time necessarily involved, shall be considered and paid as hours worked.

Other absences from duty for attendance at court or at depositions shall be without pay.

On-duty employees shall return to work immediately upon release from court.

Attendance at court or at a deposition while in an off duty status in connection with an employee’s official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time, where such travel is to a location outside of San Joaquin County, shall be considered in terms of actual hours spent performing those duties and paid as hours worked.

For the purpose of computing any travel time to be reimbursed by the City in accordance with this section for attendance at court or at a deposition while in an off duty status, such travel time shall be deemed to commence from the San Joaquin County Courthouse.
c. **Maternity Leave.** Time off the job for pregnancy, childbirth, and related medical conditions will be covered as required by State and federal law and applicable City policy. Employees may use sick leave, leave without pay, annual leave, or a combination of these benefits, depending on the nature of the case and the time medically required to recuperate. Generally, a six (6) week recovery period after delivery is medically indicated.

d. **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) calendar days in any calendar year.

All regular employees in the service of the City 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 shall be allowed leave of absence without pay for the duration of a national emergency. Except as hereafter stated, said employees shall be reinstated into City service, provided 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/her minimum probationary period of eighteen (18) months at the time of induction, it shall be optional with the Fire Chief 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. Following such leave, said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit, as above specified, and shall serve the balance of their probationary period before attaining regular status.

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

Whenever an employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence, while so disabled, without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year or until such earlier date as he/she is retired on permanent disability pension.

If injury is claimed to be job-related or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician's statement. Otherwise, disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received within three (3) days of the initial absence. The company officer should originate a "Supervisor's Report of Accident" form (Form 78).

a. **Notification to Department.** The employee should notify the Chief's Operator or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty.

b. **Accessibility and Reporting.** All officers and members of the Department on leave for injury (job-related or non job-related) shall be available at their homes or by telephone for consultation with the Fire Chief or the Fire Chief's designee(s). Exceptions to this rule shall only be made with the permission of the attending physician and the Fire Chief.

All officers and members of the Department on leave for injury (job-related or non job-related) for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

c. **Return to Duty.** Upon availability for return to duty, employees shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period.

d. **Forms and Procedures.** Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the
City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.5 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 Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the Fire Chief 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 hereafter.

The entitlement to City-paid 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 and dental insurance plans by prepayment of the monthly premium during the authorized leave of absence.

Authorized absence without pay that 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/her position by reason of an injury or disease for which he/she 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.

9.6 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 the section.

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

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

b. **Application For and Approval of Leaves of Absence Without Pay.** In order to receive leave without pay, an employee must submit a request on the prescribed form to the Fire Chief and the City Manager. The request shall set forth the reasons for the request and all other information required for the Fire Chief of the Fire Chief's representative to evaluate the request. Leaves without pay may be canceled by the Fire Department at any time.

9.7 **Absence Without Official Leave (AWOL)**

a. **Denial of Leave Request 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 or City Manager or at the expiration of a leave shall be considered an absence without leave.

b. **Voluntary Resignation.** Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from employment with the City.
SECTION 10. DAYS AND HOURS OF WORK

10.1 Workweek

The regularly scheduled workweek for each member of the Fire Unit assigned to fire suppression duties shall average fifty six (56) hours over a twelve (12) week period. The regularly scheduled workweek for each member of the Fire Unit assigned to work in the Department's administrative offices, the Fire Prevention Bureau, or the Division of Training shall be forty (40) hours. Other work periods may be declared by the Fire Chief for some or all members of the Fire Unit when dictated by operational requirements of the Fire Department.

All working shifts will commence at 8:00 a.m., with the exception of the employees assigned to work in the Fire Administration Office, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

10.2 Shift Trades

Fire Unit employees will be allowed to trade shifts. Shift trade privileges shall be determined and administered by the Fire Chief or the Fire Chief's designee in accordance with Article J, Section 2 of the Fire Department Procedures Manual, which provides for Fire Unit employees to have up to a maximum of nine (9) uncompleted shift trades at any one time and that the period during which shifts are to be traded and paid back shall not exceed twelve (12) months.

10.3 Staffing Policy

The City has management rights to determine staffing and the City will comply with applicable CalOSHA laws.
11.1 FLSA Statutory Overtime Definitions

a. For the purpose of determining whether an employee is to be paid at the rate of time and one-half (1-1/2) for hours worked in excess of 216 hours in a twenty-seven (27) day work period. Hours worked shall include all actual time worked. Holiday hours taken and observed holidays where the City is closed shall be considered as time worked for unit employees in Administrative assignments where holidays are observed only. Sick leave, vacation, or other time taken as compensated time off shall not be considered as actual time worked.

b. Effective 90 – 120 calendar days but no later than October 31, 2012, the City may convert to a 24 day period 7 k exemption and at that time for the purpose of determining whether an employee is to be paid at the rate of time and one-half (1-1/2) for hours worked in excess of 182 hours in a twenty four (24) day work period. Hours worked shall include all actual time worked. Holiday hours taken and observed holidays where the City is closed shall be considered as time worked for unit employees in Administrative assignments where holidays are observed only. Sick leave, vacation, or other time taken as compensated time off shall not be considered as actual time worked.

c. For Fire Prevention Bureau employees and Division of Training employees, overtime shall be paid at the rate of time and one half (1-1/2) for all hours of actual time worked in excess of forty (40) hours in a seven (7) day work period.

d. Premium FLSA Pay. Fire unit employees on a 56 hour work week currently receive 3.375 hours per pay period for Premium FLSA Pay to compensate for overtime hours between the FLSA maximum of 53 hours per week and the department 56 hour work week. Within 90 – 120 calendar days but no later than October 31, 2012, the City will compensate for hours worked that exceed the maximum of 53 hours per week in the pay period in which they are earned. For the period of July 1, 2012 – June 29, 2013 premium FLSA pay will be paid on all hours in paid status. Effective June 30, 2013, premium FLSA pay shall be paid on all actual hours worked.

11.2 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 in excess of their normal work schedule.
b. **Use.** Such compensatory time must be taken during the same work period in which it is earned in accordance with 11.1 above. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief's designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that he/she is unable to take accrued compensatory time during the day work period in which it is earned, pay for such time shall be provided at straight time or time and one half (1-1/2) depending upon the number of hours worked by the employee during the work period consistent with 11.1 above.

c. **Department Policy.** Compensatory time for sworn 40-hour personnel shall be provided in accordance with the Department's Policy and Procedures, Article J, Section 3B.

**11.3 Fair Labor Standards Act**

The City and the Union shall cooperate with each other to promptly resolve any issue that may arise during the term of this Memorandum of Understanding regarding compliance with the Fair Labor Standards Act. Any dispute involving the interpretation or application of the Fair Labor Standards Act may be referred to the City Manager by the complaining party or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issue(s) 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 dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

a. **Work Out of Classification:** Employees assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which the employee does not hold a permanent appointment.

b. **Training Time.** The time spent by an employee for job-related training in which participation is required by the City as a condition of continued employment shall be considered as hours worked. Said training time shall be viewed as hours worked in lieu of the employee's normally scheduled shifts for that period. Employees shall participate in such training programs...
during their normally scheduled hours of work when provided by the City during those hours, unless there is a particular hardship or schedule conflict which precludes the employee's attendance, in which event approval to obtain such training during off-duty hours must be requested and obtained in advance from the Fire Chief or the Fire Chief's designated representative.

c. **Rank for Rank Relief.** In providing relief, Fire Unit employees may work in a rank lower than the rank which they currently hold, but may not provide relief by working in a rank above their current rank, except in extraordinary circumstances.

d. **Continuing Education for Paramedics.** Upon prior approval of the Fire Chief the City will compensate members of the Fire Unit at their straight time rate for time spent, in an off-duty status, in continuing education necessary to maintain their certification, up to twenty-four (24) hours or less in a 2 year certification period.

e. **Calculation of Pay While in Fire Academy.** While enrolled in the Fire Academy, newly appointed firefighters shall have their pay calculated on a 40-hour work week and overtime shall be paid in accordance with 11.1 above (this will not include FLSA pay based on a 56-hour work week as a Paramedic add pay be due).
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SECTION 12. HOLIDAYS

a. Employees shall receive the following holidays on full pay not to exceed eight (8) hours for any one (1) holiday, unless otherwise provided in this section. The City observes the following holidays on the dates indicated:

(1) New Years Day (January 1)
(2) Martin Luther King’s Birthday (Third Monday in January)
(3) Lincoln’s Birthday (Second Monday in February)
(4) Washington’s Birthday (Third Monday in February)
(5) Cesar Chavez Day (March 31)
(6) Memorial Day (Last Monday in May)
(7) Independence Day (July 4)
(8) Labor Day (First Monday in September)
(9) Columbus Day (Second Monday in October)
(10) Veterans’ Day (November 11)
(11) Thanksgiving (Fourth Thursday in November)
(12) The day following Thanksgiving (Fourth Friday in November)
(13) Christmas Day (December 25)

Effective August 1, 2011, a new salary range for forty (40) hour administrative positions in this unit will be established that will be 5.75% lower than the salary range for fifty-six (56) hour employees as reflected in the City’s Salary Schedule as of March 31, 2011.

Effective August 1, 2011, the differential for Administrative Captain and Other Administrative Positions in section 13.12 and 13.14 will be increased by the 6.34%.

b. Except for employees in administrative assignments who observe holidays, employees in this bargaining unit receive the dollar value of the holidays listed above (as noted in their salary ranges) in lieu of observing holidays. Effective July 1, 2012 the salary ranges for employees, excluding those in administrative assignments, shall have their salary ranges reduced by the value of the one holiday which the parties agree is 0.41%.

c. For employees on the 9/80 alternative work schedule, employees may shift their work schedule so that their 8 hour day falls on the designated holiday with the approval of their supervisor.
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SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Public Employee Retirement System Benefits for Unit Employees hired on or before June 30, 2011

The City participates in the California Public Employees’ Retirement System (PERS) and shall provide the Union’s members hired on or before June 30, 2011 with the following retirement benefits in accordance with state law and the agreement between the City and PERS.

a. Retirement Contribution Supplement. The City contributes an amount equal to nine percent (9.0%) of the employee’s current base salary and other compensation as qualified by State law toward PERS benefits. Such amounts will be applied to the employee’s individual account in accordance with Government Code section 20691.

b. Military Service Credit. The City will make application to PERS to provide for military service pursuant to the provisions of Government Code section 21024 (formerly 20930.3), at the employee’s expense, effective upon adoption by the Stockton City Council and PERS Administration Board.

c. Employee Contributions. In accordance with Government Code section 20692 (formerly 20615.5, Employer Paid Member Contributions as Compensation), employees, at the beginning of their last year of employment, will pay their nine percent (9.0%) employee contribution through an automatic payroll deduction. The base salary for those employees will be increased by that same nine percent (9.0%) for the last twelve (12) months of employment (IRS Code § 414H(2) will be concurrently implemented with the PERS amendment).

Effective August 1, 2011, employees hired on or before June 30, 2011 shall pay nine percent (9%) of the employee’s current base salary (employee contribution) and other compensation as qualified by state law towards the Public Employees’ Retirement System (PERS) towards employer’s share of cost for PERS pension on a post-tax basis in the form of a payroll deduction. The City will seek an IRS private letter ruling to determine whether or not the IRS permits the employee’s contribution to the employer’s share of pension cost to be treated on a pre-tax basis. If the IRS issues a private letter ruling allowing employee’s contribution toward employer pension cost on a pre-tax basis, the City will change the deduction from post-tax to pre-tax as soon as administratively possible after the IRS final determination. Additionally, the City will work with PERS to determine whether or not PERS will allow a
contract amendment per Section 20516 to allow an employee contribution in the amount of 9% of the employee's current base salary (employee contribution) and other compensation as qualified by PERS towards the employer's share of cost for PERS pension on a pre-tax basis. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 9% and/or some or all of the contributions sunset at specific time in the future, the parties agree that the City shall deduct the percentage up to 9% not covered by the PERS amendment process through a payroll reduction.

d. **Three Percent At Age 50 Retirement Benefits.** As soon as possible following the City and Union's execution of this Memorandum of Understanding, the City shall make application with PERS to provide Government Code section 21362.2 (3.0% at age 50) benefits, with the benefit to be effective for Union's members on December 16, 2001, or following the approval and adoption by the Stockton City Council and PERS Board of Administration, if after December 16, 2001.

e. **Additional PERS Benefits.** The following PERS benefits shall remain in effect during the term of this Memorandum of Understanding: Sick Leave Conversion (Government Code section 20965), Survivor Benefit Level 4 (Government Code section 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code section 21635), and Continuation of Death Benefits After Remarriage (Government Code section 21551).

The Union shall have such other PERS benefits as set forth in the agreement between the City and PERS as of the date of execution of this Memorandum of Understanding.

f. **PERS 20516 Cost Sharing for the Employer's Pick up of the Employee's 9% PERS Contribution.** The union has proposed utilizing the 20516 PERS cost sharing amendment variable contribution provision for employees to pay share of the employer statutory costs up to a maximum of 14.138%, The union proposes that through the cost share they are to pay 9% towards Employer's required PERS contribution. They also propose to offset other employee concessions or costs otherwise provided for in this MOU. The City has agreed to this request with the following understandings as listed in this document. The parties understand a vote of all individuals covered by the PERS agreement is required to implement this PERS amendment. Upon successful vote by the covered individuals, the parties shall implement a cost-sharing agreement under Government Code Section 20516 as soon as possible consistent with PERS regulation.
1) Cost Sharing for the Employer’s Pick-up of the Employee’s 9% PERS Contribution.

The Union proposes to first cost share an employee contribution in the amount of 9% of the employee’s current base salary (employee contribution) and other compensation as qualified by PERS towards the employer’s share of cost for PERS pension on a pre-tax basis. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 9% and/or some or all of the contributions sunset at specific time in the future, the parties agree that the City shall deduct the percentage up to 9% not covered by the PERS amendment process through a payroll reduction as provided for in 13.1.c above. If during the term of this agreement legislation is enacted and becomes effective during the term of this agreement requiring employees under the PERS retirement system to pay all or part of the employees share of retirement thus reducing or eliminating EPMC, the parties agree that as soon as administratively possible consistent with PERS regulations to convert the employee’s contribution to the employers’ share under this 20516 cost share contract amendment to the employee share towards retirement for the percentage required by the new legislation.

2) For the period of adoption of the PERS 20516 contract amendment through June 30, 2013 only, an additional cost sharing of 2.7%. The parties have agreed to the calculation of this percentage. Further the parties agree that the Fire unit and Fire Management unit, that their cost share shall be combined together and the two units shall be treated as one in the financing of concessions and the calculation of the cost share percentage.

If the bargaining unit employees agree to a cost sharing amount in excess of the 9% employee contribution as provided for above up to a maximum of 14.138%, the City would allow the bargaining unit employees to credit the additional cost sharing monies the city would receive towards maintaining the following compensation reductions proposed by the City. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 14.138% and/or some or all of the contributions sunset at specific time in the future during the term of this agreement, the parties agree that the City shall reinstate the pay reductions/concessions listed below not covered by the PERS amendment process through a payroll reduction as provided for in 13.1.c above. The union proposes and the
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City agrees that effective June 30, 2013 the Cost share amendment shall be change to reflect a decrease in the agreed cost sharing amount from 11.7% to 9%. On June 30, 2013 the City shall reinstate the pay reductions/concessions listed below and current contract provisions shall govern.

- Grandfathering longevity, for fiscal year 2012 – June 29, 2013 at 2.5% for Tier one rate and 8.75% at tier two rate until June 29, 2013. Effective June 30, 2013 longevity shall be eliminated completely as provided for in 13.15 d. The value of this buy back is $136,063.

- Paramedic Certification Step V Pay level shall remain at 11% for fiscal year 2012- June 29, 2013. Effective June 30, 2013 the 11% shall be reduced to 9% as provided for in 13.6. The value of this buy back is $53,674.

- Defer reduction in salary ranges by 0.41% for employees in non-administrative positions due to reduction of one holiday until June 29, 2013. Effective June 30, 2013, salary ranges shall be reduced by 0.4% as provided for in 12.b. The value of this buy back is $95,374.

- Tiller pay for 2012 – June 29, 2013 shall remain at 5%. Effective June 30, 2013, Tiller pay shall be eliminated as provided for in 13.11. The value of this buy back is $19,894.

- LTD payment shall remain in base pay until June 29, 2013. Effective June 30, 2013, LTD shall be rolled out of base pay as provided for in 14.6. The value of this buy back is $15,022.

- Certification Incentive Pay – Advance shall remain at 6% until June 29, 2013. Effective June 30, 2013, the Advance Certificate shall be reduced from 6% to 5% as provided for in 13.3. The value of this buy back is $135,486.

3) The cost sharing by employees through a CalPERS contract amendment process for the Cost Share of the Employer contribution for grandfathering longevity, deferral of paramedic pay level 5, holiday, tiller pay and certification incentive pay reductions as describe in the applicable sections of the MOU herein and the City shall only be obligated to provide benefits in accordance with the applicable MOU sections herein.
4) Cost sharing through one time HRA savings of $139,106.

In Lieu of the City's contribution of 1% of salary towards an HRA as provided for in 14.4 the Union and the City agree to redirect those monies for the term of this agreement in the amount of $139,106 towards the cost of the concession buy backs listed in 2 above in addition to the 2.7% additional cost sharing being paid by employees.

5) Administrative Processing.

The parties agree that the additional cost share of 2.7% represents the 9 month cost necessary to buy back the 12 month contract concessions assuming the amendment date is effective the pay period that includes October 1, 2012. Should the agreement become effective after October 1, 2012, the parties agree that the 2.7% would be increased to cover the additional month (s) necessary to ensure the City realizes the full one year annualized savings for each of the concession buy backs. Therefore, as soon as administratively possible, the City will reimburse affected members for the reductions taken from July 1, 2012 until the pay period that the Cost sharing amendment is adopted and approved consistent with the PERS contract amendment process.

13.2 **Public Employee Retirement System Benefits for Unit Employees hired on or after July 1, 2011**

The City will contract with PERS to provide a new second tier retirement program of 3% at 55 with three year average salary formula and no other additional PERS enhanced benefits except for those statutorily required for employees hired on or after July 1, 2011 or as soon as administratively possible. Effective July 1, 2011, all employees shall pay 9% of the employees' current base salary towards the employee's contribution towards PERS and any other compensation as qualified by state law towards PERS retirement benefits through a payroll deduction. Employees under the 3% at 55 retirement tier are not subject to the PER 20516 Cost Sharing provisions in 13.1 above.

13.3. **Certification Incentive Pay**

The City will pay three percent (3.0%) of the top step of rank for sworn Fire Unit employees who attain an Intermediate Certificate.

The City will pay five percent (5.0%) of the top step rank for sworn Fire Unit employees who attain an Advanced Certificate.

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13.4 **HAZ/MAT Assignment**

The City shall pay five percent (5.0%) of the top step of rank for sworn Fire Unit employees actively assigned to the HAZ/MAT response team. This section applies to a total certified and assigned complement of twelve (12) employees.

13.5 **EMT Certification**

It is the policy of the Stockton fire Department that all sworn employees assigned to line fire suppression activities and working in the rank of Battalion Chief and below shall maintain a current San Joaquin County Emergency Medical Technician ("EMT") certification or face disciplinary procedures detailed below.

Each member shall secure EMT certification within one year of commencement of employment and maintain that certification throughout his/her career while assigned to line fire suppression activities. In the event a new member does not have EMT certification upon employment, the member shall be provided Emergency Aid Responder ("EAR") training and certification by the Department’s Division of Training prior to being placed on line.

All periodic re-certifications of EMT certification shall be prepared for and executed during on-duty training sessions conducted by the Division of Training. If a member fails to re-certify after one attempt, the Division of Training shall provide additional resources to assist the member to prepare for a second attempt at re-certification in accordance with State regulations. The Division of Training’s resources will include the following: study guides, textbooks, remedial lectures on deficiencies, and a list of local courses offered by other agencies. If the member fails the second attempt of the member’s EMT certification expires, the member must obtain EAR certification, which shall comply with State law. The non-EMT member will be provided EAR training and certification by the Division of Training prior to assignment to line fire suppression activities.

Members whose certification lapses shall have 18 months to complete an EMT re-certification process. During this time frame, the member shall not trade shifts or work overtime without permission of the Fire Chief. The member shall be reduced one pay grade until EMT re-certification is achieved.

A member may attempt re-certification at any time and from any jurisdiction within the State of California. If the member fails to either (1) regain EMT certification within the eighteen month “correction period” or (2) fails to obtain EAR certification within 30 days of loss of EMT certification, the City may take appropriate disciplinary action pursuant to Rule XII of the Stockton Civil Service Rules and Regulations for Police and Fire Employees, up to and including termination.
Any disputes that result from this agreement shall be handled in accordance with the current Memorandum of Understanding grievance procedures.

13.6 Paramedic Certification

The City shall pay Fire Unit employees who are assigned to Paramedic duties and possess a valid Paramedic certificate as follows:

- Paramedic Firefighter Step I: Six percent (6.0%) above top step of current applicable rank.
- Paramedic Firefighter Step III: Eight and one-half percent (8.5%) above top step of current applicable rank.
- Paramedic Firefighter Step V: Nine percent (9%) above top step of current applicable rank.
- Paramedic Engineer: Six percent (6.0%) above Engineer top step.
- Paramedic Fire Captain: Six percent (6.0%) above Fire Captain top step.

13.7 Uniform Allowance

Employees in this unit shall receive a uniform allowance in the amount of six hundred dollars ($600.00). One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.8 Contagious Disease

The City shall make available, at no cost to the employee, screenings for all strains of hepatitis, hepatitis B vaccinations, and shall monitor employees’ exposure to tuberculosis.

13.9 Acting Pay

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

13.10 Call-Back Pay

An employee called back to work to assist with a multiple alarm fire or other emergency situation after he/she has worked a scheduled shift and has departed from the work site shall earn three (3) hours of call-back at the regular hourly rate of pay or time and one-half (1-1/2) of his/her regular rate of pay for time worked, whichever is greater.
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The above provision shall not apply to employees called back due to an operator error that does not result in the employee being assigned for the day or an employee's participation in official meetings called by authorized personnel of the Stockton Fire Department. In such instances, the employee will be compensated on an hourly basis.

13.11 Tiller Pay

Effective August 1, 2011, Tiller pay shall be eliminated; however, only those employees assigned and currently receiving Tiller Pay as of July 31, 2011 shall continue to receive their current five percent (5%) Tiller Pay.

Effective July 1, 2012, for those employees who were receiving Tiller Pay as of July 31, 2011, Tiller Pay shall be reduced to two and one-half percent (2.5%).

Effective June 30, 2013, Tiller pay for all employees shall be eliminated.

13.12 Deputy Fire Marshal Series

Employees assigned as Deputy Fire Marshals and are designated as administrative positions shall be paid as follows:

Deputy Fire Marshal I: Two and one-half percent (2.50%) above Firefighter top step
Deputy Fire Marshal II: Five percent (5.0%) above Firefighter top step
Deputy Fire Marshal III: Seven and one-half percent (7.50%) above Firefighter top step
Deputy Fire Marshal IV: Ten percent (10.00%) above Firefighter top step
Fire Captain (FM III): Ten percent (10.00%) above Fire Captain top step

13.13 Fire/Engineer Operator

Employees assigned as Fire/Engineer Operators shall be paid five percent (5%) above the Engineer top step.

13.14 Administrative Positions

a. **Administrative Captain.** Employees assigned as Administrative Captains shall be paid at a rate that is thirteen point three three percent (13.33%) above the amount paid to Captains assigned to fire suppression duties. Note: The FLSA rate was 3.33% so this rate is not increasing.

b. **Administrative Firefighter.** Fire Unit employees assigned as an Administrative Firefighter shall be paid at the rate of eight point three three percent (8.33%)
of top step of rank of Firefighter with pay increases of two and one-half percent (2.50%) per annum to a maximum of thirteen point three three percent (13.33%). Note: The FLSA rate was 3.33% so this rate is not increasing.

c. **Administrative Firefighter/Engineer.** Fire Unit employees assigned as an Administrative Firefighter/Engineer shall be paid at the rate of eight point three three percent (8.33%) of top step of rank of Firefighter/Engineer with pay increases of two and one-half percent (2.50%) per annum to a maximum of thirteen point three three percent (13.33%). Note: The FLSA rate was 3.33% so this rate is not increasing.

### 13.15 Longevity Pay

a. Effective August 1, 2011, Longevity Pay shall be eliminated. However, the City shall grandfather only those employees who were employed on a permanent basis with the City on or before June 30, 2011 as follows: Effective August 1, 2011 each tier of the Grandfathered longevity pay reflects a reduction by two and a half percent (2-1/2%) of the previous Longevity tiers. For example, employees who had attained 22 years of continuous service and prior to August 1, 2011 were receiving 11.25% step increase shall effective August 1, 2011 receive the new grandfathered tier two rate of 8.75%. Employees who had attained 15 years of continuous service prior to August 1, 2011 previously receiving an additional 5% shall effective August 1, 2011 receive the new grandfathered tier one rate of 2.5%; while grandfathered employees can move to the next tier upon eligibility until July 1, 2012, effective July 2, 2012 grandfathered employees shall remain frozen at the tier they are in as of July 2, 2012. Grandfathered Longevity Tier One: For those employees hired on or before June 30, 2011 who by July 1, 2012 have attained fifteen (15) years of continuous employment with the City shall receive an additional two and a half percent (2.5%) of top step pay.

b. Grandfathered Longevity Tier Two: For those employees hired on or before June 30, 2011 who by July 1, 2012 have attained twenty-two (22) years of continuous employment with the City shall receive an 8.75% increase to the salary step of Firefighter, Firefighter/Engineer, and Fire Captain.

c. Effective July 1, 2012, the grandfathered longevity tier one rate shall be reduced to one and a quarter (1.25%) percent and the longevity tier two rate shall be reduced to four point seven five (4.75%) percent.
d. Effective June 30, 2013, Longevity Pay Section 13.15(a) through (c) are eliminated and becomes inoperable and are eliminated for all grandfathered employees receiving longevity per this section.

13.16 Wellness-Fitness Program

The purpose of the Department's Wellness-Fitness Program is to develop, promote, enhance and maintain the wellness and fitness of members of the Department. The program will be based upon medical testing guidelines established by the International Association of Fire Fighters (IAFF) Joint-Labor Management Wellness Fitness Initiative.

a. Participation in the Wellness-Fitness Program is mandatory for the program's testing, evaluations and daily physical training requirements.

b. Annual physicals under the program shall be required. The City will contract with an Occupational Health Provider of its choosing to perform these annual physicals.

c. All information obtained from the medical evaluations is confidential, and the City will only have access to information regarding work restrictions necessary to determine whether appropriate accommodations can be made.

d. Labor and management will continue to collaborate on the Department's Wellness-Fitness Program to enhance and maintain the wellness and fitness of members of the Department.
SECTION 14. INSURANCE PLANS

14.1 Health Insurance And Related Benefits

a. **Choice of Health Plans.** Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an Employee only, Employee plus One and Employee plus two or more dependents coverage. The City shall offer two or more medical plans to regular employees.

b. **Eligibility.** Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).

c. **City Contribution Towards the Cost of Insurance Programs.** Effective September 1, 2011:

(1) The City shall contribute up to $481.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

(2) The City shall contribute up to $875.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

(3) The City shall contribute up to $1165.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

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

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

e. Parties agree to plan design changes to the City’s Modified Plan for employees, effective September 1, 2011.

f. It is understood that a coalition of the City’s unions, including Fire, are exploring the possibility of providing a health plan for all city employees and retirees, independent from the City. On or before October 1, 2012, the Unions shall notify the City of whether they in fact are proposing to assume the provision of medical plans for employees and retirees. Should the City and unions in fact agree upon the unions administering their own plan, the terms of that assumption shall be established through meet and confer, as set forth in Appendix C. The terms of such plan, once agreed upon, shall supersede this section to the extent inconsistent, provided that the City’s contributions to such plan for active employees in this unit shall not exceed the maximum contributions set forth in subsection (c).

14.2 Retirement Medical Allowance

a. Eligibility. An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree’s plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan). The City does not provide any retiree medical program, allowance, or City contribution for employees hired on or after July 1, 2011.

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The City shall provide to employees retiring from the City the following contribution towards the costs of retiree medical insurance from July 1, 2012 through June 30, 2013.

1. Employees retiring with over 10 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $150 a month towards the cost of retiree medical insurance.

2. Employees retiring with over 20 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $300 a month towards the cost of retiree medical insurance.

3. Employees retiring with over 30 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of $450 a month towards the cost of retiree medical insurance.

4. Employees with less than 10 years of service for the City shall not be eligible for a city contribution towards retiree medical.

5. Benefits for part time employees who retire are prorated based on their full time equivalent.

6. The City contributions shall end with the death of the retiree and no survivor benefits are provided.

7. Retirees may enroll themselves or their dependents at their own expense in City sponsored medical plans only (dental and vision are not offered to retirees). The City reserves the right to set benefit levels in medical plans for retirees and at it's exclusive option only provide fully insured plan choices to retirees for enrollment. The City reserves the right to discontinue inclusion of retirees in City sponsored medical plans at any time.

The City's commitment to provide retiree medical benefits during the 2012-13 fiscal year is to the retiree and shall end upon the death of the retiree. Surviving spouses shall not be eligible for any city paid benefit after the death of the city retiree. Any benefits previously paid to surviving spouses have been paid in error and without the approval of the City Council.

C. Elimination of Retiree Medical Program effective June 30, 2013.

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Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retirees.

14.3. Alternative Retirement Medical Plans

The parties have negotiated that employees may choose to enroll in one or more additional health plans instead of the City Modified Plan (including by not limited to Kaiser Sr. Advantage).

This language sets forth the conditions in which current employees, when they retire from the City and otherwise qualify for a retiree medical benefit from the City as stated in Sections 14.2 and 14.4 of this MOU, may also choose to enroll in City sponsored alternative plans in the same manner as when they were employees, as well as retiree only medical plans. The following conditions shall apply:

a. If an employee is in a City sponsored alternative plan at the time of retirement, the employee shall be allowed to continue in that Plan. Employees in the union sponsored plans authorized by the City such as Kaiser at the time of retirement shall be allowed to continue in that Plan. Employees not in an alternative Plan at the time of retirement shall not be allowed to enroll in any alternative plan except that; any retiree may voluntarily enroll in a City sponsored retiree only Plan.

A retiree may only enroll in alternative plans other than the City Modified Plan when:

a. The retiree selecting plans other than the City’s Modified Plan must agree that the City’s financial contribution to a premium payment for any other Plan shall not exceed the current contribution amount the City would pay if the retiree is enrolled in the City Modified Plan, and;

b. The individual retirees will be required to sign a form that indicates their agreement with these conditions.

The City reserves the right to eliminate these additional plans and the choice of multiple plans is not a vested right. Like the City Modified Plan, the City reserves the right to make plan design changes as necessary in these Alternative Plans.

14.4 Medicare Supplemental Coverage Requirements only for Employees hired on or before June 30, 2011

The City reserves the right to terminate reimbursement payments for Part A Medicare coverage, in which event the retiree will receive the City’s modified
medical plan which includes medical design changes effective September 1, 2011 as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse.

Under the federal Health Care Reform Plan, sponsors may modify the medical benefits provided to retirees only. The City will modify its retiree health care plan to reflect the following:

a. Return Plan benefits for Acupuncture to 12 visits per year (instead of unlimited) and returns the payment percentage paid to 60% (instead of 80%);

b. Return Plan benefits for Alcohol and Drug Treatment admissions to 30 days and 3 lifetime admissions (instead of unlimited);

c. Return Plan benefits for Outpatient Mental Health or Nervous Disorder services to 15 visit maximum (instead of unlimited);

d. Change Plan benefits for Preventative care and wellness to 80% instead of current 100%;

e. Return Plan benefits on the lifetime cap on plan benefits to $2.5 million (instead of unlimited);

f. Return Plan benefits on the maximum age of dependent children to be enrolled in the Plan to age 19 unmarried, and not serving in the armed forces to 23 if attending school full time and qualifies as a dependent for federal income tax purposes (instead of age 26);

g. Change Plan benefits for Emergency room benefits.

If portions or the whole of the Federal Affordable Care Act is modified subsequent to the adoption of this memorandum of understanding, the City and Fire will meet and confer over any identifiable negotiable impact of those modifications.

14.4 No Retirement Medical Allowance Requirements

The City does not provide any retiree medical program, allowance, or City contribution for employees hired on or after July 1, 2011. As soon as administratively possible the parties agree to establish an HRA for employees to use for current and future medical expenses and that the City will contribute an amount equal to one percent (1%) of the employee’s current base salary that was
previously contributed towards deferred compensation and now shall be directed into an HRA. The City will hold the 1% contribution effective July 1, 2011 in the payroll fund and will confer those contributions to the HRA accounts when established. This section shall be suspended at the request of the union from July 1, 2012 thru the balance of this MOU.

14.5. **Life Insurance**

Effective July 1, 2012, the City shall provide each employee group term life insurance coverage with a face value of fifty thousand dollars ($50,000.00). In addition, employees shall have the opportunity to purchase additional insurance for a coverage level up to three times their annual salary at their own expense, provided the City’s insurance carrier is willing to provide such insurance.

14.6 **Long Term Disability Insurance**

Effective July 1, 2012, the City shall reduce the base pay of employees in this unit by seventeen dollars ($17.00) per month, and shall instead provide to each bargaining unit member seventeen dollars ($17.00) per month for the purpose of purchasing Long Term Disability Insurance. It is the Union’s responsibility for purchasing such insurance for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.
SECTION 15. SALARY PLAN

15.1 Salary Ranges

The salary ranges for all employees in this unit shall be as set forth in the City's Salary Schedule. The rates of pay set forth in the City's Salary Schedule represent the standard rates of pay for full time employment for each classification, unless the schedule specifically indicates otherwise.

15.2 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the minimum salary for the class to which the employee is appointed. When circumstances warrant, the City Manager may approve an entrance salary that is more than the minimum salary for the class. 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 only 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 Salary Step Plan-Sworn Ranks

There shall be nine (9) salary steps for the classification of Firefighter. There shall be six (6) salary steps in each range for the classifications of Firefighter/Engineer and Fire Captain.

The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first step after receiving the recommendation of the department head. The same provisions shall apply to hourly paid and part-time employees.)

If a department head recommends to withhold increases to salary steps two (2) through nine (9) because an employee has not achieved the level of performance required, 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.

The second step shall be paid upon the employee's satisfactory completion of the Fire Academy and upon the written recommendation of the department head.

The third step shall be paid upon the satisfactory completion of six (6) months of service at the second step.

The fourth step shall be paid upon the satisfactory completion of six (6) months of service at the third step.

The fifth step shall be paid upon the satisfactory completion of one (1) year of service at the fourth step.

The sixth step shall be paid upon the satisfactory completion of one (1) year of service at the fifth step.

The seventh step shall be paid upon the satisfactory completion of one (1) year of service at the sixth step.

The eighth step shall be paid upon the satisfactory completion of one (1) year of service at the seventh step.

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

As an exception to the foregoing, employees promoted to the rank of Fire Captain shall be eligible for step increases upon the satisfactory completion of six (6) months' service in each step of the Fire Captain salary range. Also, employees holding the rank of Firefighter/Engineer shall be subject to step increase intervals of one (1) year. However, the Firefighter/Engineer rank shall be limited to six (6) salary steps. Regardless of an employee's length of service, step advancements may be made upon recommendation of the department head with the approval of the City Manager, but not above Step No. 6 of the Firefighter/Engineer and Fire Captain salary ranges, and not above Step No. 9 of the Firefighter salary 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.
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.

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

15.5 **Salary Step After Military Leave**

All employees who have been granted 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.

15.6 **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.

15.7 **Salary Step After Promotion or Demotion**

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5.0%) above the current base pay salary on the salary schedule of the current base pay rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. 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 rank to which demoted.

15.8 **Salary on Reinstatement**

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

15.9 **Salary Adjustments**

The 8.5% Salary Survey increase initially effective on July 1, 2010 and the 3.68% Cost of Living increases initially included in the 2003 – 2007 MOU was eliminated.
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retroactively and prospectively per a release of all claims agreement that is attached herein as appendix A.

The Salary Schedule on the City of Stockton’s HR Site shall provide salary rates for the classifications in this unit.
SECTION 16. SEPARABILITY OF PROVISIONS

In the event that any provisions of this Memorandum of Understanding are 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 17. 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 Union.

SECTION 18. 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.

SECTION 19. DURATION OF AGREEMENT

All provisions of this Memorandum of Understanding shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including June 30, 2013.
SECTION 20. MAINTENANCE OF OPERATIONS

a. It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this Memorandum of Understanding, through and inclusive of June 30, 2013, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, 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. In addition, the City may take other action that 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 Union, the City may take such remedial action as it deems appropriate.

d. The Union 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.
SECTION 21. BANKRUPTCY

Fire Unit, which is defined for the purposes of this section as including without limitation Fire Unit members, bargaining unit members, officials, attorneys and affiliates) agrees that this MOU shall supersede the terms of all prior MOUs, side letters, and any other agreements between the parties as to the subjects covered herein. Fire Unit further agrees that it shall file no claims in the City’s bankruptcy case upon the terms of any agreements that precede this or prior MOUs. However, nothing in this paragraph shall limit Fire Unit’s ability to challenge any breach of this MOU.

Fire Unit further agrees that the City is eligible for chapter 9 relief, and that it will not oppose the City’s eligibility should eligibility be contested by another party. Fire Unit agrees to support any plan of adjustment consistent with the terms of this MOU. The City agrees that any plan of adjustment that it files with the bankruptcy court prior to the June 30, 2013 expiration of this MOU shall include the City’s assumption of this MOU, and shall contain no provision with respect to the treatment of the employees in the Fire Unit that is inconsistent with the terms of this MOU.
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- Appendix A: Release of Claims
- Appendix B: City of Stockton Modified Employee Medical Plan With Plan Design Changes Effective September 1, 2011

Appendix C Union Proposal to Assume Administration of City Medical Plans (agreement between the City of Stockton and the Employee Coalition representing all City Unions).

- Appendix D: Waiver of claims of outstanding grievances on holiday pay, promotion calculations and administrative pay
APPENDIX A: Sideletter Re: RELEASE OF CLAIMS

1. The Union (defined herein as including without limitation the Union’s members, officials, attorneys and affiliates) agrees to dismiss with prejudice all claims raised, arising out of or related to the arbitration case pending before Arbitrator Alexander Cohn as well as all claims made, arising out of or related to the civil litigation entitled IAFF Local 456 v. City of Stockton et al., San Joaquin Superior Court Case No. 39-2010-00244326 and the action entitled IAFF Local 456 v. City of Stockton, U.S.D.C., E.D. Cal. Case No. 2:10-CV-01828. The City further agrees that it will dismiss with prejudice its claims made in the above-referenced San Joaquin Superior Court case. Both the Union and the City will take all appropriate steps to carry out those mutual dismissals within 30 days of execution of this agreement.

2. In addition to dismissing the above-mentioned grievance and lawsuits, the Union hereby releases the City of Stockton (including without limitation its officers, employees, councilmembers, attorneys, agents and assigns) from any and all liability associated with the declarations of emergency dated May 26, 2010 and May 17, 2011, including any and all actions taken by the City of Stockton and its employees, officers, councilmembers, attorneys and assigns) prior to October 18, 2011 (date the Council approved the final 2011 – 2012 MOU agreement) pursuant to the declarations of emergency, including, but not limited to, the Resolution affecting the terms and conditions of employment of past, present or future sworn employees in the Fire Department (Resolution No. 10-0200). By entering this agreement, the Union releases the City (as broadly defined above) of any and all liability related to staffing changes, equipment closures, loss of wages and benefits, and other changes to the terms and conditions of employment that resulted from or are
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2012 – JUNE 30, 2013

related to the City's 2010 and 2011 emergency declarations and actions taken pursuant to those declarations prior to the effective date of this release.

3. Within 5 days of execution of this Agreement, the Union and the City shall inform arbitrator Alexander Cohn that the matter submitted to him for resolution has been settled. The Union and the City shall further make a joint request to Mr. Cohn that his arbitration award not be submitted to any establishment for publication.

It is further agreed that the award issued July 22, 2011 has no precedential value or evidentiary effect upon any party or person other than the Union and the City.

4. The parties understand and expressly agree that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future, arising from or attributable to the City's emergency declarations for actions taken prior to October 18, 2011 (date the Council approved the final 2011 – 2012 MOU agreement) 2011 pursuant to those declarations. The parties acknowledge that any and all rights granted to the parties under Section 1542 of the California Civil Code or any analogous state or federal law or regulation, are hereby expressly waived. The parties recognize and acknowledge that the factors which have induced them to enter into this Agreement might turn out to be incorrect or different from what they had previously anticipated, and the parties expressly assume all of the risks of this waiver of California Civil Code Section 1542. Section 1542 of the California Civil Code, reads as follows:
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2012 – JUNE 30, 2013

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

5. In consideration of the foregoing promises and other considerations, the
Union, for itself, its attorneys, members, officers, directors, represented employees
and affiliates, hereby fully and forever releases, discharges and covenants not to sue
or otherwise institute in any way, actively participate in or voluntarily assist in any
legal or administrative proceedings against the City arising from or attributable to the
City’s emergency declarations for actions or omissions that took place before
October 18, 2011 (the date the Council approved the final 2011 – 2012 MOU)
pursuant to those declarations. The effective date of the release shall be the date of
the City Council’s approval of the 2011 – 2012 MOU between the City and the IAFF
Local 456 Fire Unit.

6. All parties expressly waive any right to recover attorneys’ fees and costs.
## APPENDIX B

<table>
<thead>
<tr>
<th>Plan Feature</th>
<th>Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Coverage Amount</strong></td>
<td></td>
</tr>
<tr>
<td><strong>When Provided by a Participating Provider</strong></td>
<td><strong>When Provided by a Non-Participating</strong></td>
</tr>
<tr>
<td>Calendar year deductible <em>(only Allowable Charges for Covered Services in Article 3 of this document can be applied toward the)</em></td>
<td>$500 per person; $1,500 maximum per family</td>
</tr>
<tr>
<td></td>
<td>$1,500 per person; $3,000 maximum per family</td>
</tr>
<tr>
<td>Calendar year out-of-pocket maximum on Allowable Charges <em>(only Allowable Charges for Covered Services in Article 3 of this document can be applied toward the out-of-pocket)</em></td>
<td>$5,000 per person; $10,000 maximum per family</td>
</tr>
<tr>
<td></td>
<td>None</td>
</tr>
<tr>
<td>Overall lifetime maximum benefit</td>
<td>None</td>
</tr>
<tr>
<td><strong>Hospital</strong></td>
<td></td>
</tr>
<tr>
<td>Inpatient confinement</td>
<td>80% of Allowable Charges after a copayment of $75 per</td>
</tr>
<tr>
<td></td>
<td>50% of Allowable Charges after a copayment of $200 per</td>
</tr>
<tr>
<td>Outpatient department</td>
<td>80% of Allowable Charges</td>
</tr>
<tr>
<td></td>
<td>50% of Allowable Charges</td>
</tr>
<tr>
<td>Emergency room</td>
<td>80% of Allowable Charges;</td>
</tr>
<tr>
<td></td>
<td>50% of Allowable Charges if it is determined that an Emergency did not exist</td>
</tr>
<tr>
<td>Skilled Nursing Facility</td>
<td>80% of Allowable Charges after a copayment of $75 per</td>
</tr>
<tr>
<td></td>
<td>50% of Allowable Charges after a copayment of $200 per</td>
</tr>
<tr>
<td>Outpatient therapy <em>(physical, respiratory,)</em></td>
<td>80% of Allowable Charges</td>
</tr>
<tr>
<td></td>
<td>50% of Allowable Charges</td>
</tr>
<tr>
<td>Home health care</td>
<td>80% of Allowable Charges</td>
</tr>
<tr>
<td></td>
<td>Not covered</td>
</tr>
<tr>
<td>Hospice care</td>
<td>80% of Allowable Charges</td>
</tr>
<tr>
<td></td>
<td>Not covered</td>
</tr>
</tbody>
</table>

**CITY OF STOCKTON**  
**MEMORANDUM OF UNDERSTANDING**
**FIRE UNIT SUCCESSOR MOU**  
**TERM: JULY 1, 2012 – JUNE 30, 2013**

<table>
<thead>
<tr>
<th>Plan Feature</th>
<th>Coverage Amount When Provided by a Participating Provider</th>
<th>Coverage Amount When Provided by a Non-Participating Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mental or nervous disorder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inpatient confinement</td>
<td>80% of Allowable Charges after a copayment of $75 per</td>
<td>50% of Allowable Charges after a copayment of $200 per</td>
</tr>
<tr>
<td>Outpatient services</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
</tr>
<tr>
<td>Substance abuse treatment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inpatient confinement</td>
<td>80% of Allowable Charges after a copayment of $75 per</td>
<td>50% of Allowable Charges after a copayment of $200 per</td>
</tr>
<tr>
<td>Outpatient services</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
</tr>
<tr>
<td>Outpatient diagnostic radiology &amp;</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
</tr>
<tr>
<td>Radiation therapy, chemotherapy &amp; dialysis treatment</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
</tr>
<tr>
<td>Physician services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office &amp; hospital visits</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
</tr>
<tr>
<td>Emergency room care</td>
<td>80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist</td>
<td>80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist (refer to Article 1 for the</td>
</tr>
<tr>
<td>Surgery</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
</tr>
<tr>
<td>Anesthesia and its administration</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
</tr>
<tr>
<td>Preventive Care (physical exam, screenings, tests &amp;</td>
<td>Not subject to the calendar year deductible; 100% of Allowable Charges</td>
<td>Calendar year deductible applies; 50% of Allowable Charges</td>
</tr>
<tr>
<td>immunizations as recommended by certain government</td>
<td></td>
<td></td>
</tr>
<tr>
<td>agencies – refer to the definitions of Procedure</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CITY OF STOCKTON**  
**MEMORANDUM OF UNDERSTANDING**  

58
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Covered Basis</th>
<th>Not Covered Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dental treatment</td>
<td>Not covered except 80% of Allowable Charges for treatment of Accidental Injury to natural teeth</td>
<td>Not covered except for 50% of Allowable Charges for treatment of Accidental Injury to natural teeth</td>
</tr>
<tr>
<td>Chiropractic services</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
</tr>
<tr>
<td>Pregnancy &amp; childbirth (dependent children are not covered by this)</td>
<td>Covered on the same basis as an illness</td>
<td>Covered on the same basis as an illness</td>
</tr>
<tr>
<td>Infertility</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
</tr>
<tr>
<td>Organ &amp; tissue transplants</td>
<td>Payable on the same basis as any other illness</td>
<td>Payable on the same basis as any other illness</td>
</tr>
<tr>
<td>Ambulance service</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
</tr>
<tr>
<td>Prosthetics &amp; orthotics</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
</tr>
<tr>
<td>Durable medical equipment</td>
<td>80% of Allowable Charges</td>
<td>50% of Allowable Charges</td>
</tr>
<tr>
<td>Hearing aids</td>
<td>No Coverage</td>
<td>No Coverage</td>
</tr>
<tr>
<td>Prescription Drug Program (no calendar year deductible applies)</td>
<td>When Dispensed at a Participating Pharmacy</td>
<td>When Dispensed at a Non-Participating Pharmacy</td>
</tr>
<tr>
<td>Retail pharmacy (30 day supply limit)</td>
<td>$10 copayment for a generic drug; $35 copayment for a non-generic formulary drug; no coverage for non-formulary drugs</td>
<td>Not covered</td>
</tr>
<tr>
<td>Mail service pharmacy (90 day supply limit)</td>
<td>$20 copayment for a generic drug; $70 copayment for a non-generic formulary drug; no coverage for non-formulary drugs</td>
<td>Not covered</td>
</tr>
</tbody>
</table>
Appendix C -- Union Proposal to Assume Administration of City Medical Plans
(agreement between City and coalition representing all city Unions)

The City is supportive in concept of the unions taking over responsibility for providing medical insurance plan, and pledges its full cooperation in providing the necessary data to permit the Unions to assess the viability of such a plan. Acceptance of the plan by the City shall be subject to the following terms and conditions:

1. Such plan would not be City sponsored and the City would not have any responsibility for such plan including administration of the plan and client services, and unions/vendor will hold city harmless for any actions taken by vendor or union in its management of their plans. The City will pay its contributions for employee insurance coverage as set forth in individual MOUs and remit them to the plan administrator per any administrative agreement. City will process employee’s deductions and remit to vendor and such costs of providing this service is part of administrative expense to be paid by union per any agreement achieved pursuant to #12 below.

2. Plan participants to pay all administrative costs of the plan, including HR support and computer/data transfer/integration.

3. Such plan would include all city employees and eligible retirees. All plan enrollees would have same benefits, plan choices, eligibility, access to the network and premium costs and be treated in the same manner, provided, however, that retirees and active employees may remain in separate risk pools. The only exception would be for over age 65 retirees where plan benefits would be integrated with Medicare. In addition, the Union plan may discontinue Original Plan benefits for retirees.

4. The plan would be fully insured, such that all risks would be borne by the insuring company without the possibility of underfunding the benefit.

5. The Unions will not propose CalPERS medical plans.

6. Implementation shall be by January 1, 2013, provided the Unions provide at least 90 days notice to the City (i.e. not later than October 1, 2012).

7. The City will pay all run out claims from the Modified and Original medical plans with respect to any claim incurred prior to January 1, 2013, regardless of when the claim is paid. The City shall make all reasonable efforts to insure that all claims received are processed timely during the claims run out period. If any funds remain in the ISF fund, the parties will meet to discuss the status of the funds.
8. It is understood that the union plans would stay in effect for at least five years, and the Unions will give the City at least 1 year's notice if they intend to terminate this arrangement. The City may only terminate the agreement with good cause regarding the failure of the plan to provide agreed upon benefits, and with evidence of continuing coverage for affected employees and retirees in the succeeding City sponsored plans. The City makes no commitment to any future arrangement of City administered medical insurance should the union plans be discontinued by the union’s actions.

9. The City retains the right to terminate the sponsorship by the unions of any health plan as a result of any legislation that would require the City to provide plans to its employees or pay penalties in lieu of providing such plans, for example, as under the Affordable Care Act or any additional or successor legislation

10. Existing limits on City contributions to medical/dental/vision (agreed or imposed) remain unchanged.

11. It is understood that once the unions obtain quotes for coverage, the parties will meet and confer regarding significant issues regarding the implementation and viability of such plan, including, but not limited to the following:

   • Coverage of "tail" claims; Fully fund all reserves for Incurred but Not Reported and Pending Claims;
   • Calculation and method of paying administrative costs;
   • Hold harmless to City for any actions taken by vendor/union coalition;

The City retains the right to accept or reject any union proposals on a union sponsored plan(s) during meet and confer following union receipt of bids, based upon financial, operational, legal or coverage concerns.
Appendix D: Waiver and Release of claims of outstanding Administrative Pay grievance and Holiday pay and Premium pay possible claims

The Union (defined herein as including without limitation the Union's members, officials, attorneys and affiliates) agrees to dismiss with prejudice within five working days of adoption by the City Council of the final 2012 – 2014 successor agreement the grievance notification dated June 30, 2011 filed by John Votaw, IAFF's grievance chairman regarding pay received by administrative positions related to MOU sections 13.15 and 13.16 that addresses a rate of pay that is a specified percentage above the amount (inclusive of FLSA adjustment) paid to individuals assigned to suppression duties.

The Union also agrees to waive with prejudice any and all claims related to any and all actions taken by the City of Stockton and its employees, officers, councilmembers, attorneys and assigns related to holiday pay including but not limited to the 5.75% salary schedule reduction for forty hour employees and the 6.34% administrative differential prior to August 28, 2012.

The Union further agrees that it will not provide any financial support and/or any other non-financial support to members, former members of IAFF Local 456 in any FLSA claims filed against the City for actions taken by the City prior to August 28, 2012.

The parties understand and expressly agree that this agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future arising from or attributable to the City's actions taken prior to August 28, 2012 pursuant to the City's action related to the Holiday and Administrative Pay.

The parties acknowledge that any and all rights granted to the parties under section 1542 of the California Civil Code or any analogous state or federal law or regulation, are hereby expressly waived. The parties recognize and acknowledge that factors which have induced them to enter into this Agreement might turn out to be incorrect or different from what they had previously anticipated, and the parties expressly assume all of the risks of this waiver of California Civil Code Section 1542. Section 1542 of the California Civil Code, reads as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2012 – JUNE 30, 2013

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on the 13th day of August, 2012, and by an affirmative vote of the Stockton City Council on August 28, 2012. The parties hereto have executed this Memorandum of Understanding this 18th day of October, 2012.

STOCKTON PROFESSIONAL
FIRE FIGHTERS’ LOCAL UNION 456,
International Association of Fire Fighters

City of Stockton

BOB DEIS
City Manager

TERESA HAASE
Director of Human Resources

Approved as to form:
John Luebberke, City Attorney

By:

Deputy City Attorney

By:

DANIA TORRES-WONG
Negotiator for the City

ATTEST:
BONNIE PAIGE
CITY CLERK

BONNIE PAIGE
City Clerk

CITY OF STOCKTON
MEMORANDUM OF UNDERSTANDING
July 11, 2013

Kelly Sturm, Senior Pension Actuary
California Public Employees’ Retirement System
Actuarial Office
P.O. Box 942709
Sacramento, CA 95812-1494

CITY OF STOCKTON – FIRE SAFETY EMPLOYEES
CHANGE IN EMPLOYEE COST-SHARE AMOUNT

The City of Stockton has negotiated a new percentage of Employee Cost-Sharing for our Classic Fire Safety employees. Effective July 1, 2013, the employee cost-share percentage will change to 2.02% (a decrease from the 2.7% cost-share amount that was in effect from July 1, 2012, through June 30, 2013). Fire Safety/Classic – Tier 1 (3% @ 50) employees will contribute a total of 11.02% for the period beginning July 1, 2013, and ending June 30, 2014. The 2.02% cost-share amount agreed to during collective bargaining will be in addition to the employee 9% contribution for retirement benefits.

Attached is a copy of the staff report to Council, as well as the signed agreements with the Fire Unit and the Fire Management Unit, which were adopted by Stockton City Council on June 25, 2013.

Please feel free to contact Trena Meyer at (209) 937-8507, if you have any questions.

TERESIA HAASE
DIRECTOR OF HUMAN RESOURCES

DEANNA SOLINA
ASSISTANT DIRECTOR OF HUMAN RESOURCES

Attachments: June 25, 2013, Staff Report to City Council
Amendment to Agreement with Fire Unit
Amendment to Agreement with Fire Management Unit

cc: Greg Borboa, Deputy Director of Human Resources
Vanessa Burke, Chief Financial Officer
Elena Adair, Assistant Director of Administrative Services
Linda Ramirez, Finance Services Supervision/Payroll
Tami Matuska, Supervising Human Resource Analyst
Adèle Post, Senior Human Resources Analyst
Stephanie Van Steyn, Human Resources Analyst II
Trena Meyer, Benefits Analyst
AMENDMENTS TO THE MEMORANDUMS OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE FIRE UNIT AND FIRE MANAGEMENT UNIT AND MODIFICATIONS TO THE UNREPRESENTED MANAGEMENT/CONFIDENTIAL AND LAW EMPLOYEES' COMPENSATION PLAN

RECOMMENDATION

It is recommended that the City Council adopt by motion the attached Amendments to the Fire Unit and Fire Management Unit Memorandums of Understanding (MOU's) expiring on June 30, 2013, and modifications to the Unrepresented Management/Confidential and Law Employees' Compensation Plan. The City Council adoption will authorize the City Manager to execute the MOU amendments and compensation plan modifications and also authorizes the City Manager to take whatever actions are appropriate to carry out the implementation of these amendments.

Summary

Representatives of the City met and conferred with representatives of the Stockton Firefighters Association Local 456 (Local 456) on amendments to the Fire and Fire Management Memorandums of Understanding. These amendments extend the term of each unit’s respective MOU to June 30, 2014, and provide for an extension of most terms and conditions covered in the current MOU’s. There is no across the board salary increase proposed in these amendments. The amendments contain similar terms to those reached by the other labor unions adopted by Council on May 21, 2013. The parties reached tentative agreements and the City has received notification from the Association that the Fire and Fire Management units have ratified the amendments.

Staff is recommending that the City Council also authorize the City Manager to implement additional adjustments to the Unrepresented Employees' Compensation Plan which are specific to unrepresented Fire sworn personnel and reflect the changes in the treatment of PERS contributions contained in the Fire and Fire Management MOU amendments. The MOU amendments for each unit and the modified Compensation Plan are attached, as attachments A - F respectively.

DISCUSSION

Background

The City has had substantial fiscal shortfalls over the past several years. On June 26, 2012, the City Council adopted a final budget for Fiscal Year 2012/2013 as a Pendency Plan budget. It also adopted as part of its Pendency Plan changes in compensation and benefits. The City and representatives from the Stockton Firefighters Association Local 456 continued to meet and confer on successor MOU's and in August 2012, the City Council adopted successor MOU's for the Fire and...
Fire Management units with a term of one year, July 1, 2012 through June 30, 2013. These MOU’s included reductions in compensation and benefits as well as a PERS cost sharing provision allowed under CalPERS regulations (Section 20516 of the Public Employment Retirement Law) that allows employees to pick up a portion of the employer PERS contribution. Fire and Fire Management requested paying a 9% employer contribution instead of their 9% employee contribution. They also requested to pay an additional employer’s cost of 2.7% for the balance of the fiscal year only to be used to “buy back” certain Add pays that the City would otherwise be eliminating under the MOU. The additional cost sharing of 2.7% by Fire and Fire Management expires on June 30, 2013, and the previously agreed to reductions were slated to go into effect July 1, 2013.

Present Situation

The City and representatives from the Stockton Firefighters Association Local 456 have met and conferred and reached tentative agreements on amendments to the Fire and Fire Management MOU’s. The City has been notified that members of the Stockton Firefighters Association Local 456 Fire Unit and Fire Services Management Unit have voted to ratify their respective Amendments. These amendments are presented to Council for your consideration and adoption. The terms and conditions of their current respective MOU would “rollover” for another year, with the exception of minor amendments to certain sections of the MOU.

The terms of the City’s contract with CalPERS require that all employees hired prior to December 31, 2012 within the Fire contract “group” are treated the same. Therefore, all Fire personnel, hired prior to December 31, 2012, are subject to the cost sharing amendment and must participate in the same amount of cost sharing, including the Unrepresented Fire personnel (Fire Chief and Deputy Fire Chief Classifications). Currently, the Unrepresented Fire personnel pay the same 9% plus 2.7% towards PERS. Therefore, the Unrepresented Fire personnel receive a Management Incentive Add Pay of 2.7% in lieu of the Add pays that Fire and Fire Management unit employees are “buying back”. The modifications to the Unrepresented Employees’ Compensation Plan reflect the amendments to the PERS cost sharing contribution, consistent with the Fire and Fire Management MOU Amendments, and subsequent change to the Management Incentive Add Pay. Effective July 1, 2014, the additional cost sharing for the “buy back” above the 9% PERS cost sharing and the Management Incentive Add Pay will be eliminated and Fire sworn unrepresented staff will continue to contribute 9% towards the employer’s share of PERS costs, consistent with the Fire and Fire Management MOU’s.

Amendments to the Fire and Fire Services Management unit MOU sections are summarized as follows:

1. Contract Term extended one year - July 1, 2013 through June 30, 2014, without any cost of living increase or other compensation improvement.

2. Vacation Sell-back - Continue suspension of vacation sell-back during the term of July 1, 2013 to June 30, 2014 for employees not separating employment with the City.

3. Premium FLSA Add Pay - the City agrees to continue Premium FLSA Pay of 3.375 hours per pay period through June 29, 2014. Effective June 30, 2014, premium FLSA pay shall be paid on all actual hours worked.
4. PERS 20516 Cost Sharing - Effective July 1, 2013 through June 30, 2014, the City agrees to continue PERS cost sharing, at the reduced contribution amount of 2.02% (from 2.7% in Fiscal Year 2012/2013), whereby the additional employee contribution of the employer's cost would be used to buy back Longevity Pay, Tiller Add Pay, Long Term Disability, Holiday and other Add pays otherwise eliminated or reduced. Previously, the annual contribution was pro-rated over a 9 month period for Fiscal Year 2012/2013 because there were only 9 months left in the year when the agreement was reached. Currently, the cost sharing is based on a 12 month contribution period for Fiscal Year 2013/2014. Unrepresented Fire personnel will receive Management Incentive Add Pay equivalent to the 2.02% contribution through June 30, 2014.

5. Grandfathered Longevity Pay - City agrees that the reduced grandfathered longevity pay remaining in the MOU which was due to be eliminated on June 30, 2013, will be extended.

6. City Contribution Towards Health Insurance - the City has agreed to a small increase to the City's capped health insurance premium contribution towards employee health insurance premiums. The monthly increase in the City's capped contribution effective July 1, 2013 will be:
   - $41 per month for Employee Only;
   - $75 per month for Employee plus 1 Dependent; and
   - $97 per month for Employee plus 2 or more Dependents.
   
   This keeps the City contribution to approximately 90% of the lowest cost plan (Kaiser) for next fiscal year. This reflects an approximate 8% increase in City contribution. The self-funded modified plan rates are increasing 16%, therefore, the employee will have to pay the difference if they wish to stay enrolled in the self-funded modified plan.

7. Efficiency Measures - Local 456 has agreed to a reopener clause to meet and confer upon City's request on proposed efficiency measures, i.e., organizational, operational or staffing changes that are a result of necessary efficiency implementations.

8. Health Insurance - Local 456 has agreed to a reopener clause to meet and confer upon City's request regarding proposals related to City sponsored medical plans and implementation of the Affordable Care Act (ACA).

Additionally, the City has informally agreed to a request from the employee organizations to meet and discuss jointly on possible alternatives to the City's self-funded health plan during the next fiscal year.

FINANCIAL SUMMARY

The new terms agreed to in these amendments will increase the City's costs as follows:

1. Contract Term - There is no additional cost for the term since the MOU amendments do not include any agreed to cost of living salary increases;

2. Vacation Sell-back Suspension - There is no financial impact other than the City continuing to avoid this cost;
3. Premium FLSA Pay - This is a continuation of current year provision, and the associated cost has already been included in the Fire Department's budget for Fiscal Year 2013/2014;

4. PERS 20516 Cost Sharing - There is no financial impact to the City for the cost sharing amendment;

5. Continuance of Grandfathered Longevity Pay - This cost will decrease as incumbents leave City employment, and the cost is projected to decrease over the next eight years. The cost for Fiscal Year 2013/2014 will be $145,000, of which $111,000 is an increase to the General Fund; and

6. City Health Insurance Contribution Increase will cost $169,692 of which $144,096 is an increase to the General Fund.

There is no fiscal impact to the City to continue the reduced Management Incentive Add Pay for unrepresented Fire employees as the additional add pay is offset by the equivalent PERS cost share amount the unrepresented Fire employees will pay.

The total cost for these MOU amendments is approximately $315,000 of which $255,000 is a General Fund cost. These increases have been factored into the 2013/2014 Proposed Budget with the exception of the health insurance contribution change. Sufficient funds are available in the 2013-14 Proposed General Fund Budget with the following amendment:

| General Fund Non-Departmental | 010-0100-510 | $144,096 |
| General Fund Fire Department  | 010-2600-530  | $144,096 |

The health insurance contribution change will also impact Measure W 081 Fund and Development Services 048 Fund requiring an increase in the 2013-14 expenditure budgets. These funds have sufficient fund balance and/or revenues to cover the additional expense. To fund the health contribution increase the following amendments to the 2013-14 Proposed Budget are recommended:

Increase 2013-14 Expenditure Budgets:

Measure W Fire Health 081-2632-530 $23,700
Development Services Fire Health 048-2600-530 $1,896

Attachment A - Fire Unit Amendment
Attachment B - Fire Unit Amendment - Redlined version
Attachment C - Fire Management Amendment
Attachment D - Fire Management Amendment - Redlined version
Attachment E - Unrepresented Management/Confidential and Law Employees' Compensation Plan
Attachment F - Unrepresented Management/Confidential and Law Employees' Compensation Plan - Redlined version
AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF STOCKTON AND THE
FIRE UNIT
Amendment to the July 1, 2012 - June 30, 2013 MOU

WHEREAS, The City of Stockton (the “City”) and the Stockton Firefighters’ Local 456 (Fire Unit) are parties to a Memorandum of Understanding (“MOU”) covering the period of July 1, 2012 through June 30, 2013.

WHEREAS, all other terms and conditions of the MOU including the relative appendices will remain in effect, the parties hereto agree that the following sections of the MOU are hereby amended and shall read as follows:

Contract Term

The parties have agreed that the term of this MOU shall be extended to June 30, 2014.

9.1 (d)(1) Vacation Leave - Scheduling

(c) Sell-back. Effective July 1, 2011, employees on a forty (40) hour workweek may sell back a maximum of forty (40) hours of unused Accrued Vacation per year except during furlough or fiscal emergency periods. Employees on a fifty-six (56) hour workweek may sell back a maximum of (60) hours of unused accrued vacation per year except during furlough or fiscal emergency periods and during the contract term of July 1, 2013 through June 30, 2014.

11.1 FLSA Statutory Overtime Definitions

(d) Premium FLSA Pay. Fire unit employees on a 56 hour work week currently receive 3.375 hours per pay period for Premium FLSA Pay to compensate for overtime hours between the FLSA maximum of 53 hours per week and the department 56 hour work week. Within 90 – 120 calendar days but no later than October 31, 2012, the City will compensate for hours worked that exceed the maximum of 53 hours per week in the pay period in which they are earned. For the period of July 1, 2012 – June 29, 2013 premium FLSA will be paid on all hours in a paid status. Effective June 30, 2013, the City agrees to continue Premium FLSA Pay of 3.375 hours per pay period through June 29, 2014. Effective June 30, 2014, premium FLSA pay shall be paid on all actual hours worked.
13.1 Public Employee Retirement System Benefits for Unit Employees hired on or before June 30, 2011

f. PERS 20516 Cost Sharing for the Employer's Pick up of the Employee's 9% PERS Contribution. The union has proposed utilizing the 20516 PERS cost sharing amendment variable contribution provision for employees to pay share of the employer statutory costs up to a maximum of 14.138%. The union proposes that through the cost share they are to pay 9% towards Employer’s required PERS contribution. They also propose to offset other employee concessions or costs otherwise provided for in this MOU. The City has agreed to this request with the following understandings as listed in this document. The parties understand a vote of all individuals covered by the PERS agreement is required to implement this PERS amendment. Upon successful vote by the covered individuals, the parties shall implement a cost-sharing agreement under Government Code Section 20516 as soon as possible consistent with PERS regulation.

1) Cost Sharing for the Employer's Pick-up of the Employee's 9% PERS Contribution.

The Union proposes to first cost share an employee contribution in the amount of 9% of the employee’s current base salary (employee contribution) and other compensation as qualified by PERS towards the employer’s share of cost for PERS pension on a pre-tax basis. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 9% and/or some or all of the contributions sunset at specific time in the future, the parties agree that the City shall deduct the percentage up to 9% not covered by the PERS amendment process through a payroll reduction as provided for in 13.1.c above. If during the term of this agreement legislation is enacted and becomes effective during the term of this agreement requiring employees under the PERS retirement system to pay all or part of the employees share of retirement thus reducing or eliminating EPMC, the parties agree that as soon as administratively possible consistent with PERS regulations to convert the employee’s contribution to the employers’ share under this 20516 cost share contract amendment to the employee share towards retirement for the percentage required by the new legislation.

2) For the period of adoption of the PERS 20516 contract amendment from July 1, 2013 through June 30, 2014 only, there will be an additional cost sharing of 2.02%. The parties have agreed to the calculation of this percentage. Further the parties agree that the Fire unit and Fire Management unit, that their cost share shall be combined together and the two units shall be treated as one in the
financing of concessions and the calculation of the cost share percentage.

If the bargaining unit employees agree to a cost sharing amount in excess of the 9% employee contribution as provided for above up to a maximum of 14.138%, the City would allow the bargaining unit employees to credit the additional cost sharing monies the city would receive towards maintaining the following compensation reductions proposed by the City. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 14.138% and/or some or all of the contributions sunset at specified time in the future during the term of this agreement, the parties agree that the City shall reinstate the pay reductions/concessions listed below not covered by the PERS amendment process through a payroll reduction as provided for in 13.1.c above. The union proposes and the City agrees that effective June 30, 2014 the Cost share amendment shall be changed to reflect a decrease in the agreed cost sharing amount from 11.02% to 9%. On June 30, 2014 the City shall reinstate the pay reductions/concessions listed below and current contract provisions shall govern.

- Grandfathering longevity, for fiscal year 2013 – June 29, 2014 at 1.25% for Tier one rate and 4.00% at tier two rate of the Longevity pay that was eliminated as of July 1, 2012, is continued until June 29, 2014 as part of this cost sharing. Effective June 30, 2014, these longevity amounts shall be eliminated as provided for in 13.15.d. This does not impact the Grandfathered Longevity 13.15.c which is not part of the cost share agreement. The value of this buy back is $111,338.

- Paramedic Certification Step V Pay level shall remain at 11% for fiscal year 2013- June 29, 2014. Effective June 30, 2014 the 11% shall be reduced to 9% as provided for in 13.6. The value of this buy back is $54,664.

- Defer reduction in salary ranges by 0.41% for employees in non-administrative positions due to reduction of one holiday until June 29, 2014. Effective June 30, 2014, salary ranges shall be reduced by 0.4% as provided for in 12.b. The value of this buy back is $94,997.

- Tiller pay for 2013 – June 29, 2014 shall remain at 5%. Effective June 30, 2014, Tiller pay shall be eliminated as provided for in 13.11. The value of this buy back is $34,168.
Amendment to the Memorandum of Understanding Between the City of Stockton and the Fire Unit
Page 4 of 7

- LTD payment shall remain in base pay until June 29, 2014. Effective June 30, 2014, LTD shall be rolled out of base pay as provided for in 14.6. The value of this buy back is $25,468.

- Certification Incentive Pay - Advance shall remain at 6% until June 29, 2014. Effective June 30, 2014, the Advance Certificate shall be reduced from 6% to 5% as provided for in 13.3. The value of this buy back is $122,710.

3) The cost sharing by employees through a CalPERS contract amendment process for the Cost Share of the Employer contribution for grandfathering longevity, deferral of paramedic pay level 5, holiday, tiller pay and certification incentive pay reductions as describe in the applicable sections of the MOU herein and the City shall only be obligated to provide benefits in accordance with the applicable MOU sections herein.

4) Cost sharing through one time HRA savings of $137,531.

In Lieu of the City’s contribution of 1% of salary towards an HRA as provided for in 14.4 the Union and the City agree to redirect those monies for the term of this agreement in the amount of $137,531 towards the cost of the concession buy backs listed in 2 above in addition to the 2.02% additional cost sharing being paid by employees.

5) Administrative Processing.

The parties agree that the additional cost share of 2.02% represents the 12 month cost necessary to buy back the 12 month contract concessions assuming the amendment date is effective the pay period that includes July 1, 2013. Should the agreement become effective after July 1, 2013, the parties agree that the 2.02% would be increased to cover the additional month(s) necessary to ensure the City realizes the full one year annualized savings for each of the concession buy backs. Therefore, as soon as administratively possible, the City will reimburse affected members for the reductions taken from July 1, 2013 until the pay period that the Cost sharing amendment is adopted and approved consistent with the PERS contract amendment process.

13.15 Longevity Pay

a. Effective August 1, 2011, Longevity Pay shall be eliminated. However, the City shall grandfather only those employees who were employed on a permanent basis with the City on or before June 30, 2011 as follows: Effective August 1, 2011 each tier of the Grandfathered longevity pay
reflects a reduction by two and a half percent (2-1/2%) of the previous Longevity tiers. For example, employees who had attained 22 years of continuous service and prior to August 1, 2011 were receiving 11.25% step increase shall effective August 1, 2011 receive the new grandfathered tier two rate of 8.75%. Employees who had attained 15 years of continuous service prior to August 1, 2011 previously receiving an additional 5% shall effective August 1, 2011 receive the new grandfathered tier one rate of 2.5%; while grandfathered employees can move to the next tier upon eligibility until July 1, 2012, effective July 2, 2012 grandfathered employees shall remain frozen at the tier they are in as of July 2, 2012. Grandfathered Longevity Tier One: For those employees hired on or before June 30, 2011 who by July 1, 2012 have attained fifteen (15) years of continuous employment with the City shall receive an additional two and a half percent (2.5%) of top step pay.

b. Grandfathered Longevity Tier Two: For those employees hired on or before June 30, 2011 who by July 1, 2012 have attained twenty-two (22) years of continuous employment with the City shall receive an 8.75% increase to the salary step of Firefighter, Firefighter/Engineer, and Fire Captain.

c. Effective July 1, 2012, the grandfathered longevity tier one rate shall be reduced to one and a quarter (1.25%) percent and the longevity tier two rate shall be reduced to four point seven five (4.75%) percent.

d. Effective June 30, 2014, the Longevity Pay which has been retained as part of the cost share agreement in 13.1.f.2 shall be eliminated as provided for in that section of this MOU.

14.1 Health Insurance and Related Benefits

(c) City Contribution towards the cost of insurance programs. Effective July 1, 2013:

- The City shall contribute up to $522.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

- The City shall contribute up to $950.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

- The City shall contribute up to $1,262.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.
22.1 Reopener Clause for Health Insurance

The Association agrees at the City’s request, to meet and confer on any changes that are within the mandatory scope of bargaining in any City proposals related to its City sponsored medical plans that may be related to the implementation of the Affordable Care Act (ACA) during Fiscal Year 2013/2014.

22.2 Reopener Clause for Efficiency Measures

The Association agrees to meet at the City’s request for the purpose of meeting and conferring on any changes that would be a mandatory subject of bargaining that may result from any City proposal on organizational, operational or staffing changes that are a result of efficiency measures during Fiscal Year 2013/2014.

All other terms and conditions set forth in the MOU not specifically changed by this Amendment shall remain in full force and effect.
Amendment to the Memorandum of Understanding Between the City of Stockton and the Fire Unit
Page 7 of 7

IN WITNESS WHEREOF, this Amendment has been attested to by the City Clerk, the City Seal affixed hereto, and the document subscribed to by the City of Stockton Employee Relations Officer and the duly authorized Representatives for the Fire Unit on the ___ day of ___ 2013.

STOCKTON FIREFIGHTERS' LOCAL UNION
456
FIRE UNIT

By: __________________________
   GREG BIDDLE
   Its: Vice President

By: __________________________
   BRYAN CARR
   Its: Executive Secretary

Approved as to form:
Rose Law, APC

By: __________________________
   JOSEPH W. ROSE
   Its: Legal Counsel

CITY OF STOCKTON, a Municipal Corporation

By: __________________________
   BOB DEIS
   City Manager

By: __________________________
   TERESIA HAASE
   Director of Human Resources
   Employee Relations Officer

Approved as to form:
John Luebberke, City Attorney

By: __________________________
   MARCI ARREDONDO
   Deputy City Attorney
AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE FIRE MANAGEMENT UNIT Amendment to the July 1, 2012 - June 30, 2013 MOU

WHEREAS, The City of Stockton (the "City") and the Stockton Firefighters’ Local 456 (Fire Management Unit) are parties to a Memorandum of Understanding ("MOU") covering the period of July 1, 2012 through June 30, 2013.

WHEREAS, all other terms and conditions of the MOU including the relative appendices will remain in effect, the parties hereto agree that the following sections of the MOU are hereby amended and shall read as follows:

Contract Term

The parties have agreed that the term of this MOU shall be extended to June 30, 2014.

9.1 (c) (1) Vacation Leave - Scheduling

Sell-back. Effective July 1, 2011, employees on a forty (40) hour workweek may sell back a maximum of forty (40) hours of unused Accrued Vacation per year except during furlough or fiscal emergency periods. Employees on a fifty-six (56) hour workweek may sell back a maximum of (60) hours of unused accrued vacation per year except during furlough or fiscal emergency periods and during the contract term of July 1, 2013 through June 30, 2014.

11.2 Overtime Definition

(d) Premium FLSA Pay. Fire management unit employees on a 56 hour work week currently receive 3.375 hours per pay period for Premium FLSA Pay to compensate for overtime hours between the FLSA maximum of 53 hours per week and the department 56 hour work week. Within 90 – 120 calendar days but no later than October 31, 2012, the City will compensate for hours worked that exceed the maximum of 53 hours per week in the pay period in which they are earned. For the period of July 1, 2012 – June 29, 2013 premium FLSA pay will be paid on all hours in paid status. Effective June 30, 2013, the City agrees to continue Premium FLSA Pay of 3.375 hours per pay period through June 29, 2014. Effective June 30, 2014, premium FLSA pay shall be paid on all actual hours worked.
13.1 Public Employee Retirement System Benefits for Unit Employees hired on or before June 30, 2011

h. PERS 20516 Employee Cost-Share of Employer Contribution. The union has proposed utilizing the PERS cost sharing amendment provisions to pay a share of the employer statutory costs up to a maximum of 14.136%. The union proposes that through the cost share they are to pay 9% towards Employer’s required PERS contribution. They also propose to offset other employee concessions or costs otherwise provided for in this MOU. The City has agreed to this request with the following understandings as listed in this document. The parties understand a vote of all individuals covered by the PERS agreement is required to implement this PERS amendment. Upon successful vote by the covered individuals, the parties shall implement a cost-sharing agreement under Government Code Section 20516 as soon as possible consistent with PERS regulation.

1. Cost Sharing for the Employer’s Pick-up of the Employee’s 9% PERS Contribution.

The Union proposes to first cost share an employee contribution in the amount of 9% of the employee’s current base salary (employee contribution) and other compensation as qualified by PERS towards the employer’s share of cost for PERS pension on a pre-tax basis. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 9% and/or some or all of the contributions sunset at specific time in the future, the parties agree that the City shall deduct the percentage up to 9% not covered by the PERS amendment process through a payroll reduction as provided for in 13.1.c above. If during the term of this agreement legislation is enacted and becomes effective during the term of this agreement requiring employees under the PERS retirement system to pay all or part of the employees share of retirement thus reducing or eliminating EPMC, the parties agree that as soon as administratively possible consistent with PERS regulations to convert the employee’s contribution to the employers’ share under this 20516 cost share contract amendment to the employee share towards retirement for the percentage required by the new legislation.

2. For the period of July 1, 2013 through June 30, 2014 only, under the PERS 20516 contract amendment, there will be an additional cost sharing of 2.02%. The parties have agreed to the calculation of this percentage. Further the parties agree that the Fire unit and Fire Management unit, that their cost share payment shall be
combined together and the two units shall be treated as one in the financing of concessions and the calculation of the cost share percentage.

If the bargaining unit employees agree to a cost sharing amount in excess of the 9% employee contribution as provided for above up to a maximum of 14.138%, the City would allow the bargaining unit employees to credit the additional cost sharing monies the city would receive towards maintaining the following compensation reductions proposed by the City. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 14.138% and/or some or all of the contributions sunset at specific time in the future during the term of this agreement, the parties agree that the City shall reinstate the pay reductions/concessions listed below not covered by the PERS amendment process through a payroll reduction as provided for in 13.1.c above. The union proposes and the City agrees that effective June 30, 2014 the Cost share amendment shall be changed to reflect a decrease in the agreed cost-sharing amount from 11.02% to 9%. On June 30, 2014, the City shall reinstate the pay reductions/concessions listed below and current contract provisions shall govern. The following shall be covered by the cost share agreement:

- Grandfathering longevity, for fiscal year 2013 – June 29, 2014 at 1.25% for 15 service years longevity and 1.63% for 22 year service longevity pay that was eliminated as of July 1, 2012, is continued until June 29, 2014 as part of this cost sharing. Effective June 30, 2014, these longevity amounts shall be eliminated as provided for in 13.7.b. This does not impact the Grandfathered Longevity under 13.7.a which is not part of this cost share agreement. The value of this buy back is $24,989.

- Defer reduction in salary ranges by 0.41% for employees in non-administrative positions due to reduction of one holiday until June 29, 2014. Effective June 30, 2014, salary ranges shall be reduced by 0.4% as provided for in 12.b. The value of this buy back is $5,472.

- LTD payment shall remain in base pay until June 29, 2014. Effective June 30, 2014, LTD shall be rolled out of base pay as provided for in 14.6. The value of this buy back is $1,246.

- Advanced Certification Incentive Pay shall remain at 6% until June 29, 2014. Effective June 30, 2014, the Advance
Certificate shall be reduced from 6% to 5% as provided for in 13.4. The value of this buy back is $10,276.

3. The cost sharing by employees through a CalPERS contract amendment process for the Cost Share of the Employer contribution for grandfathering longevity, deferral of salary range reductions, long term disability premium contributions, and advanced certification inventive pay as describe in the applicable sections of the MOU herein and the City shall only be obligated to provide benefits in accordance with the applicable MOU sections herein.

4. Cost sharing through one time HRA savings of $8,674.

In Lieu of the City's contribution of 1% of salary towards an HRA as provided for in 14.5 the Union and the City agree to redirect those monies for the term of this agreement in the amount of $8,674 towards the cost of the concession buy backs listed in 2 above in addition to the additional cost sharing of 2.02% being paid by employees.

5. Administrative Processing

The parties agree that the additional cost share of 2.02% represents the 12 month cost necessary to buy back the 12 month contract concessions assuming the amendment date is effective on the pay period that includes July 1, 2013. Should the agreement become effective after July 1, 2013, the parties agree that the 2.02% would be increased to cover the additional month(s) necessary to ensure the City realizes the full one year annualized savings for each of the concession buy backs. Therefore, as soon as administratively possible, the City will reimburse effected members for the reductions taken from July 1, 2013 until the pay period that the Cost sharing amendment is adopted and approved consistent with the PERS contract amendment process.

13.7 Longevity Pay

Effective August 1, 2011, Longevity Pay shall be eliminated. However, the City shall grandfather only those employees who on July 31, 2011 were receiving a pay of five percent (5%) of top step pay in rank to members of this unit who have fifteen (15) years of continuous service as sworn employees with the City's Fire Department, but the five percent (5%) pay shall be reduced to two and one-half (2.5%) effective August 1, 2011.

The City shall increase the salary step of Battalion Chiefs who attain twenty-two (22) years of continuous employment by three and one-quarter percent (3.25%)
only for those employees as of July 31, 2011 who have attained twenty-two (22) years of continuous employment and therefore shall be grandfathered.

a. Effective July 1, 2012, the grandfathered longevity rate for members who were receiving the fifteen year benefit shall be reduced to one and a quarter percent (1.25%). The rate for members that were receiving the twenty-two (22) year shall receive one point six three (1.63%) percent.

b. Effective June 30, 2014, the Longevity Pay which has been retained as part of the cost share agreement in 13.1h.2 shall be eliminated as provided for in that section of this MOU.

14.1 Health Insurance and Welfare Related Benefits

c. City Contribution towards the cost of insurance programs. Effective July 1, 2013:

1. The City shall contribute up to $522.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

2. The City shall contribute up to $950.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

3. The City shall contribute up to $1,262.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

22.1 Reopener Clause for Health Insurance

The Association agrees at the City’s request, to meet and confer on any changes that are within the mandatory scope of bargaining in any City proposals related to its City sponsored medical plans that may be related to the implementation of the Affordable Care Act (ACA) during Fiscal Year 2013/2014.
22.2 Reopener Clause for Efficiency Measures

The Association agrees to meet at the City’s request for the purpose of meeting and conferring on any changes that would be a mandatory subject of bargaining that may result from any City proposal on organizational, operational or staffing changes that are a result of efficiency measures during Fiscal Year 2013/2014.

All other terms and conditions set forth in the MOU not specifically changed by this Amendment shall remain in full force and effect.
Amendment to the Memorandum of Understanding Between the City of Stockton and The Fire Management Unit
Page 7 of 7

IN WITNESS WHEREOF, this Amendment has been attested to by the City Clerk, the City Seal affixed hereto, and the document subscribed to by the City of Stockton Employee Relations Officer and the duly authorized Representatives for the Fire Management Unit on the ___rd day of July 2013.

STOCKTON FIREFIGHTERS' LOCAL UNION 456
FIRE MANAGEMENT UNIT

By: ____________________________
  GREG BIDDLE
Its: Vice President

By: ____________________________
  BRYAN GARR
Its: Executive Secretary

By: ____________________________
  MATT KNIERIM
Its: Management Representative

CITY OF STOCKTON, a Municipal Corporation

By: ____________________________
  BOB DEIS
City Manager

By: ____________________________
  TERESIA HAASE
Director of Human Resources
Employee Relations Officer

Approved as to form:
Rose Law, APC

By: ____________________________
  JOSEPH W. ROSE
Its: Legal Counsel

Approved as to form:
John Luebberke, City Attorney

By: ____________________________
  MARCI ARREDONDO
Deputy City Attorney
City of Stockton

Legislation Text

File #: 14-0761, Version: 1

MEMORANDUMS OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON FIREFIGHTERS' LOCAL 456, INTERNATIONAL ASSOCIATION UNITS: FIRE UNIT AND FIRE SERVICES MANAGEMENT UNIT AND MODIFICATIONS TO THE UNREPRESENTED MANAGEMENT/CONFIDENTIAL AND LAW EMPLOYEES' COMPENSATION PLAN

RECOMMENDATION

It is recommended that the City Council adopt by motion the attached Fire Unit and Fire Services Management Unit Memorandums of Understanding (MOU's) effective July 1, 2014 through June 30, 2015, and modifications to the Unrepresented Management/Confidential and Law Employees' Compensation Plan. The City Council adoption will authorize the City Manager to execute the MOU's and compensation plan modifications and also authorize the City Manager to take actions appropriate to carry out the implementation of these MOU's and Compensation Plan.

Summary

Representatives of the City met and conferred with representatives of the Stockton Firefighters Association Local 456 (Local 456) on successor Memoranda of Understanding for the Fire Unit and Fire Services Management Unit to become effective July 1, 2014 and have a term of one year, expiring June 30, 2015. Each unit's current MOU is set to expire June 30, 2014 and, therefore, the City and both units desired to negotiate successor MOU's. There are no compensation increases proposed in the successor MOU's, and both contain similar amendments and terms. The parties reached tentative agreements and the City has received notification from the Association that the Fire and Fire Services Management units have ratified the MOU's.

Staff is recommending that the City Council also authorize the City Manager to implement adjustments to the Unrepresented Employees' Compensation Plan which includes general updates to be consistent with the other bargaining units' MOU provisions, and changes specific to unrepresented Fire sworn personnel that reflect the changes in the treatment of CalPERS contributions contained in the Fire and Fire Services Management MOU's. The successor MOU's for Fire and Fire Services Management, and the updated modified Unrepresented Compensation Plan are attached, including red-line and final versions, as Attachments A - F respectively.

DISCUSSION

Background

The City has had substantial fiscal shortfalls over the past several years culminating in the bankruptcy filing in June of 2012. On June 26, 2012, the City Council adopted a final budget for Fiscal Year 2012/2013 under the Pendency Plan filed for the bankruptcy proceedings. It also adopted as part of its Pendency Plan changes in compensation and benefits. The City and
cost is used to “buy back” higher rates of Longevity Pay, Tiller Add Pay, Paramedic Certification Step V, and Advanced Certification Incentive Pay, that otherwise were to be eliminated or reduced;

7. City provided long-term disability payment of $17 per month will be removed from base pay, and will instead be provided as an Add Pay, as previously agreed July 1, 2012. In the prior two fiscal years, this $17 remained in base pay and was part of the “buy back” compensation terms under the CalPERS cost sharing agreement;

8. Reduction of one holiday from base pay for fire suppression, as previously agreed effective July 1, 2012. In the prior two fiscal years, this holiday value remained in base pay and was part of the “buy back” compensation terms under the CalPERS cost sharing agreement;

9. Elimination of eligibility to work overtime for the same period of time that an employee traded their shift with another employee;

10. Efficiency Measures - Local 456 has agreed to a reopener clause to meet and confer upon City’s request on proposed efficiency measures, i.e., organizational, operational or staffing changes that are a result of necessary efficiency implementations;

11. Health Insurance - Local 456 has agreed to a reopener clause to meet and confer upon City’s request regarding proposals related to City sponsored medical plans and implementation of the Affordable Care Act (ACA);

12. Agreement to release and waive all claims in bankruptcy and agrees to support any City’s Plan of Adjustment that is not inconsistent with these new Memorandums of Understanding or any subsequent Memorandums of Understanding between the parties; and

13. Elimination of obsolete language and other language cleanup changes.

The City met with the unrepresented group of employees on June 18th and discussed the City proposed changes to the compensation plan. The relevant amendments to the Unrepresented Management/Confidential and Law Employees Compensation Plan are summarized as follows:

1. Vacation Sell-back - Elimination of vacation sell-back;

2. City Contribution Towards Health Insurance - the City has agreed to a small increase to the City’s capped health insurance premium contribution towards employee health insurance premiums. The monthly increase in the City’s capped contribution effective July 1, 2014 will be:

   • $10 per month for Employee Only;
   • $19 per month for Employee plus 1 Dependent; and
   • $25 per month for Employee plus 2 or more Dependents;

This reflects a 2% increase in City contribution, consistent with the City’s long range financial plan.
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2014– JUNE 30, 2015

CITY OF STOCKTON

FIRE UNIT MEMORANDUM OF UNDERSTANDING

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers Milius Brown Act (Government Code sections 3500 3511) ("MMBA") and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned regarding wages, hours, and other terms and conditions of employment for the period commencing July 1, 2014 and ending on June 30, 2015. This agreement shall supersede all other existing agreements on the matters set forth herein.
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2014–JUNE 30, 2015

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CITY OF STOCKTON
MEMORANDUM OF UNDERSTANDING
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2014–JUNE 30, 2015

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MEMORANDUM OF UNDERSTANDING
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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, hereafter 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 Union Recognition

The Stockton Firefighters’ Local 456 (formerly Local 1229), International Association of Firefighters, hereafter referred to as the "Union," is the recognized employee organization for the Firefighters’ Unit, certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.

1.3 Reopener

The Association agrees to meet at the City’s request for the purpose of meeting and conferring on any changes that would be a mandatory subject of bargaining that may result from any City proposal on organizational, operational or staffing changes that are a result of efficiency measures during the term of this agreement.
SECTION 2. UNION SECURITY

2.1 Dues Deduction

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

Payroll deductions shall be for a specified amount, consistent for all
employee-members of the Union, and shall not include fines and fees.

Authorization, cancellation, or modification of payroll deductions shall be
made upon forms provided or approved by the City. The payroll deduction
authorized shall remain in effect until:

1. Canceled or modified by the employee through written notice to the
City; or

2. The first day of the calendar month following the employee's transfer
to a position represented by another employee organization; or

3. The employee terminates his or her employment with the City.

Additional authorization shall not be required for deduction of increased
membership dues when such increase has been duly approved by the
membership of the Union. Notification of such approval shall be forwarded to
the City in the form of written notice on official Union letterhead and signed
by the Union President or other duly authorized Union official. Upon receipt
of notification, the City shall authorize the payroll deduction of the increased
amount.

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

In addition to the deduction of dues, the City will deduct from the paychecks
of Union members who request it, premiums for group insurance and
investment plans sponsored by the Union. Such deductions shall be made in
one lump sum and only upon receipt of a signed authorization from the
employee on a form that is satisfactory to the City. Such deductions shall be
payable to the Union who is responsible for distribution to sponsored
programs.
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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 from future earnings to cover that pay period nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non pay status during part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other required deductions shall have priority over the employee organization deduction.

b. Indemnity and Refund. The Union shall indemnify, defend, and hold the City harmless against any claim made or any suit initiated against the City in connection with or as a result of any employee-authorized deduction and/or payment of Union dues or premiums for benefits. In addition, upon presentation of supporting evidence, the Union shall refund to the City any amounts paid to it in error.

2.2 Use of City Facilities

The Union 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 Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

Any representative of the Union shall give notice to the Fire Chief or the Fire Chief’s designated representative when contacting Department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Union business shall be conducted during the non duty hours of all employees concerned. Prearrangement for routine contact may be made with the Fire Chief or the Fire Chief’s designated representative and when made shall continue until revoked by the Fire Chief.

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

Members of the Union are prohibited from using City equipment and/or time for their personal use.
2.3 **Advance Notice**

Except in cases of emergency, the Union shall be given reasonable advance written notice of the proposed change to any ordinance, resolution, rule, or regulation to be adopted by the City that relates to matters within the scope of representation and shall be given the opportunity to negotiate, if requested, with the management representatives designated by the City Manager.

In cases of emergency which constitute an imminent threat to the City's financial and/or other resources, the City may immediately implement any emergency measures the City deems necessary to prevent the public business and/or the City's operations from being financially or otherwise impaired and deal with the emergency at hand. At the earliest practicable date thereafter, the Union shall be provided with the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representatives designated by the City Manager.

2.4 **Attendance At Meetings By Employees/Release Time**

**Release Time Related to Meet and Confer.** City employees who are official representatives of the Union shall be given reasonable time off with pay, in accordance with the MMBA, to attend meetings with City management representatives where matters within the scope of representation or grievances related to this unit are being considered. The use of official release time for this purpose shall be reasonable and shall not interfere, as determined by the City, with the performance of City services. Such employee representatives shall request an excused absence, prior to the scheduled meeting, whenever possible. Except by mutual agreement, the number of employees excused for release time related to meeting with City management on meet and confer and grievance matters shall not exceed three (3) per recognized bargaining unit.
3.1 Non-Discrimination/Equal Employment

The City and the Union agree that there shall be no discrimination of any kind on the basis of age (over 40), race, creed, color, religion, national origin (ancestry), veterans status, physical or mental disability, marital status, sex (sexual, gender based, pregnancy/childbirth), sexual orientation, political affiliation, legitimate Union activity, or on any other basis prohibited by applicable federal and State law against any employee or applicant for employment. In addition, the Union shall cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.
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SECTION 4. PROBATION

4.1 **Purpose**

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

4.2 **Original Entrance Positions**

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

4.3 **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, 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 is desired. During the probationary period an employee may be rejected at any time by the appointing authority.

4.4 **Promotional Positions**

All promotional Fire Department appointments shall be subject to a probationary period of twelve (12) months. The probationary period for Fire Department promotional positions shall not be extended.
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SECTION 5. LAYOFF

Any employee may be laid off by the appointing authority in the event of the abolition of his/her position by the City Council or if a shortage of work or funds requires a reduction in personnel. The appointing authority shall have the power to determine, after consideration of work requirements and the efficiency and conduct of individual employees and their length of service, the order in which employees shall be laid off.

5.1 Layoff Scope

a. Layoffs shall be within departments of the City.

b. The departments of the City are defined as follows:

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

5.2 Notice Of Layoff

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

5.3 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, as listed in ascending order:

a. Extra Help
b. Provisional
c. Temporary

d. Probationary

Layoffs shall be by job classification according to the length of time served in that class with the employee having the least amount of time served in the class to be laid off first. For the purpose of this procedure, part time classes shall be considered as separate from and shall be laid off prior to regular full time classes. The following provisions shall apply in computing total continuous service:

a. Time spent on military leave shall count as service if 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 for any other class.

c. Time worked in a permanent or probationary status shall count as service time.

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

5.4 **Employee Options**

Employees laid off shall have 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 (total service) seniority. 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 (total service) seniority.
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SECTION 6. REEMPLOYMENT

When an employee with classified service whose performance evaluation conducted by the employing department reflects that the employee is performing duties satisfactorily is laid off due to lack of funds or their position is abolished or on authorized leave of absence and is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the employee in the appropriate class to be placed on the reemployment list.

As provided below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment thereafter when vacancies occur.

a. Laid off employees who separate from City of Stockton employment will be placed on the reemployment list for two (2) years.

b. An employee who receive a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee demoted, as provided for above, and remain on the list as long as the employee remains an employee of the City or only for a period of two (2) years from the date of separation due to the layoff, whichever is longer, or until the employee declines appointment to the position. The reemployment rights granted by this subsection (b) are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

The reemployment list for any class shall be established by a Civil Service resolution, as needed. 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.” An employee who waives reemployment three times shall have his/her name removed from the reemployment list, unless mutually agreed to by the Department and employee.

If the above listed changes require Civil Service approval, the Association agrees to not object to the changes in duration of reemployment lists consistent with this section.
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, 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 receipt of written notification of the action. Such filing will foreclose the use of the grievance procedure.

c. File a grievance as provided for in Section 8.2, below, within ten (10) business days of receipt of written notification of the action.

If the employee fails to do "b" or "c," above, within the prescribed time frames, those rights will have been waived.
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, regulations, and resolutions 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 time the affected employee received written notification of such action.

For purposes of filing appeals and grievances, the City of Stockton's business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding City-recognized holidays.

8.3 Grievance Processing

a. Step 1 - Departmental Review. Any employee who believes that he/she has a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit his/her grievance directly to the Union's recognized representative, the procedures set forth in Step 2, below, may be invoked.

b. Step 2 - Director of Human Resources Review. Any employee or any official of the Union may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have twenty (20) working 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 (2) 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 that has not been resolved by the procedures set forth above may be referred to the City Manager by the
complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

d. **Step 4 - Arbitration.** If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

e. **Effect of Decision.** Decisions of arbitrators on matters properly before them shall be final and binding on the parties, except as otherwise provided herein.

8.4 **Scope of Arbitration**

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

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no 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. The arbitrator selected pursuant to this section shall not 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 arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

8.5 **Other Provisions**

If the Director of Human Resources or the City Manager, in pursuance of the procedures outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or
without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if the arbitrator finds that the City had such right, he/she 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 that 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 sixty (60) 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 that 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 Union shall be processed under this section. If the City Charter requires that another option be available to the employee, no action under paragraph “d” of subsection 8.3, above, shall be taken unless it is determined that the employee is not availing himself/herself of such option.

No action under paragraph “d” of subsection 8.3, above, shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.
SECTION 9. LEAVES

9.1 Vacation Leave

a. **Accrued Vacation Allowance.** All regular employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave as follows:

<table>
<thead>
<tr>
<th>Duration</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5 years</td>
<td>80 hours</td>
</tr>
<tr>
<td>1.5 – 7.5 years</td>
<td>108 hours</td>
</tr>
<tr>
<td>7.5 – 15 years</td>
<td>144 hours</td>
</tr>
<tr>
<td>15 – 25 years</td>
<td>189 hours</td>
</tr>
<tr>
<td>25 plus years</td>
<td>additional 7 hours each year</td>
</tr>
</tbody>
</table>

(2) 56 hour workweek employee:

<table>
<thead>
<tr>
<th>Duration</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5 years</td>
<td>120 hours</td>
</tr>
<tr>
<td>1.5 – 7.5 years</td>
<td>162 hours</td>
</tr>
<tr>
<td>7.5 – 15 years</td>
<td>216 hours</td>
</tr>
<tr>
<td>15 – 25 years</td>
<td>283.5 hours</td>
</tr>
<tr>
<td>25 plus years</td>
<td>additional 10.5 hours each year</td>
</tr>
</tbody>
</table>

b. **Maximum Vacation Accrual.** Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave and balances without exception. Employees shall accrue vacation on a twice-monthly basis.

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

<table>
<thead>
<tr>
<th>Duration</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5 years</td>
<td>120 hours</td>
</tr>
<tr>
<td>1.5 – 7.5 years</td>
<td>240 hours</td>
</tr>
<tr>
<td>7.5 – 15 years</td>
<td>280 hours</td>
</tr>
<tr>
<td>15 – 25 years</td>
<td>320 hours</td>
</tr>
<tr>
<td>26 years</td>
<td>328 hours</td>
</tr>
<tr>
<td>27 years</td>
<td>336 hours</td>
</tr>
<tr>
<td>28 years</td>
<td>344 hours</td>
</tr>
<tr>
<td>29 years</td>
<td>352 hours</td>
</tr>
<tr>
<td>29 plus years</td>
<td>7 hours each additional year</td>
</tr>
</tbody>
</table>
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The maximum number of vacation hours that employees on a 56 hour workweek shall accrue are as follows:

- Under 1.5 years: 300 hours
- 1.5 – 7.5 years: 360 hours
- 7.5 – 15 years: 420 hours
- 15 – 25 years: 480 hours
- 26 years: 492 hours
- 27 years: 504 hours
- 28 years: 516 hours
- 29 years: 528 hours
- 29 plus years: 7 hours each additional year

c. Longevity Vacation Allowance

(1) Program is eliminated as of July 1, 2011. Employees with accrued longevity allowance positive balances as of June 30, 2011 will have those balances frozen and cashed out upon separation at the employee's rate of pay on June 30, 2011.

(2) Annual longevity vacation allowance accrual credited on January 1, 2011 shall be reduced by fifty percent (50%).

d. Scheduling

a. 48/96 Shift Schedule

The 48/96 Shift Schedule for line fire suppression employees shall continue indefinitely with the contingency that the Fire Chief shall retain the ability to discontinue, change or otherwise alter the work schedule consistent with his/her management responsibility to control and direct all Stockton Fire Department's members and divisions. The following provisions shall apply, as long as the 48/96 Shift Schedule remains in effect:

(a) A minimum of four (4) shifts of Accrued Vacation must be scheduled per year. The four (4) shift minimum is not required to be scheduled contiguously.

(b) Any Accrued Vacation that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.
e. **Vacation Allowance for Separated Employees.**

An eligible employee separating from City service effective July 1, 2014 for any reason who has unused vacation time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post separation date at no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

9.2 **Sick Leave**

a. **Accrual.** All regular employees on a forty (40) hour a week schedule, except provisional, temporary, and part time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular employees on a fifty-six (56) hour workweek schedule, except provisional, temporary, part-time employees shall accrue sick leave at a rate of twelve (12) hours for each 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 that the employee would normally have worked, to a maximum of sick leave hours accrued by the employee.

An employee may use sick leave for preventive medical, dental, optical care, and for illness, injury, or exposure to contagious disease, which incapacitates him/her from performing his/her duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, and childbirth and recovery therefrom.
c. **Family Sick Leave.** Employees may utilize fifty percent (50%) of their annual accrued sick leave to attend to cases of illness or injury in the employee's immediate family, except in instances where the employee is on approved FMLA or CFRA leave.

Such leave shall be restricted to the employee’s parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, legal dependent, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

d. **Procedures for Requesting and Approving Sick Leave.** The employee shall notify the Chief’s Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD) at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty. When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request in writing authorization for such sick leave from the Fire Chief prior to such absence.

Before an employee may be paid for the use of accrued sick leave, he/she shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth the dates and hours of absence, the exact reason, and such other information as is necessary for his/her 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 Fire Chief.

e. **Doctor’s Certificate or Other Proof.** If an employee's illness results in an absence from work for more than two (2) consecutive shifts, a doctor's certificate or other reasonable proof of illness may be required by the Fire Chief.

The Fire Chief or designee 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. In addition, the Fire Chief may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

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

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

g. Accessibility and Reporting. All officers and members of the Department on leave for sickness shall be available by telephone or at their home for consultation with the Fire Chief or the Fire Chief’s designee. Exceptions to this rule shall only be made with the permission of the attending physician and Fire Chief.

All officers and members of the Department on leave for sickness for extended periods of time will make weekly progress reports by telephone to the Fire Chief’s office.

h. Return to Duty. Upon availability for return to duty, the employee shall notify the Chief’s Operator, or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period. Sick leave may be granted for any period of time approved by the Fire Chief.

i. Payment for Unused Sick Leave for Unit Employees. Effective February 17, 2012, except as set forth below all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees may be eligible to convert unused sick leave for CalPERS service credit at retirement based on the PERS contract provisions applicable to their employment.

j. CalPERS Service Credit for Unused Sick Leave.

Employees shall be eligible for CalPERS service credit for any unused sick leave at retirement not otherwise compensated for in (k) below. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave shall not be eligible for this service credit.

k. Sick Leave Retention Benefit

If, after subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:

1. Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;

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2. Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 35% of its cash value to separating employees between these dates; and

3. Separation after July 1, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 50% of its cash value to separating employees after this date.

4. Service credit for unused sick leave shall be in accordance with PERS regulations.

9.3 Other Leaves With Pay

a. Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon his/her request, be granted up to three (3) days bereavement leave with pay and without charge to his/her 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 paragraph, "immediate family" shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, 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 leave upon request, which shall be charged against the employee's accumulated sick leave credits.

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

Such absences from duty will be compensated for actual hours the employee serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. As a condition of receiving such pay, the employee must remit to the City, within fifteen (15) days after receipt, all fees received,
except those specifically allowed for mileage and expenses. The employee shall remit such fees to the City through the employee's department head.

Attendance at court or at a deposition while in an on duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time necessarily involved, shall be considered and paid as hours worked.

Other absences from duty for attendance at court or at depositions shall be without pay.

On-duty employees shall return to work immediately upon release from court.

Attendance at court or at a deposition while in an off duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time, where such travel is to a location outside of San Joaquin County, shall be considered in terms of actual hours spent performing those duties and paid as hours worked.

For the purpose of computing any travel time to be reimbursed by the City in accordance with this section for attendance at court or at a deposition while in an off duty status, such travel time shall be deemed to commence from the San Joaquin County Courthouse.

c. **Maternity Leave.** Time off the job for pregnancy, childbirth, and related medical conditions will be covered as required by State and federal law and applicable City policy. Employees may use sick leave, leave without pay, annual leave, or a combination of these benefits, depending on the nature of the case and the time medically required to recuperate. Generally, a six (6) week recovery period after delivery is medically indicated.

d. **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) calendar days in any calendar year.

All regular employees in the service of the City 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 shall be allowed leave of absence without pay for the duration of a national emergency. Except as hereafter stated, said employees shall be reinstated into City service,
provided 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/her minimum probationary period of eighteen (18) months at the time of induction, it shall be optional with the Fire Chief 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. Following such leave, said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit, as above specified, and shall serve the balance of their probationary period before attaining regular status.

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

9.4 Workers' Compensation Leave

Whenever an employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence, while so disabled, without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year or until such earlier date as he/she is retired on permanent disability pension.

If injury is claimed to be job-related or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician's statement. Otherwise, disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received within three (3) days of the initial absence. The company officer should originate a "Supervisor's Report of Accident" form (Form 78).

a. Notification to Department. The employee should notify the Chief's Operator or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty.
b. Accessibility and Reporting. All officers and members of the Department on leave for injury (job-related or non job-related) shall be available at their homes or by telephone for consultation with the Fire Chief or the Fire Chief's designee(s). Exceptions to this rule shall only be made with the permission of the attending physician and the Fire Chief.

All officers and members of the Department on leave for injury (job-related or non job-related) for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

c. Return to Duty. Upon availability for return to duty, employees shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period.

d. Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.5 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 Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the Fire Chief 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 hereafter.

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

Authorized absence without pay that 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/her position by reason of an injury or disease for which he/she 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.

9.6 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 the section.

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

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

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

b. Application For and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to the Fire Chief and the City Manager. The request shall set forth the reasons for the request and all other information required for the Fire Chief of the Fire Chief's representative to evaluate the request. Leaves without pay may be canceled by the Fire Department at any time.

9.7 Absence Without Official Leave (AWOL)

a. Denial of Leave Request 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 or City Manager or at the expiration of a leave shall be considered an absence without leave.
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b. Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation as approved by the Human Resources Director shall be deemed to have voluntarily resigned from employment with the City.
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SECTION 10. DAYS AND HOURS OF WORK

10.1 Workweek

The regularly scheduled workweek for each member of the Fire Unit assigned to fire suppression duties shall average fifty six (56) hours over a twelve (12) week period. The regularly scheduled workweek for each member of the Fire Unit assigned to work in the Department’s administrative offices, the Fire Prevention Bureau, or the Division of Training shall be forty (40) hours. Other work periods may be declared by the Fire Chief for some or all members of the Fire Unit when dictated by operational requirements of the Fire Department.

All working shifts will commence at 8:00 a.m., with the exception of the employees assigned to work in the Fire Administration Office, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

10.2 Shift Trades

Fire Unit employees will be allowed to trade shifts. Shift trade privileges shall be determined and administered by the Fire Chief or the Fire Chief’s designee in accordance with Article J, Section 2 of the Fire Department Procedures Manual, which provides for Fire Unit employees to have up to a maximum of nine (9) uncompleted shift trades at any one time and that the period during which shifts are to be traded and paid back shall not exceed twelve (12) months.

Employees who have traded their shift with another employee shall not be eligible to work any overtime for the period that would have been their normal work hours.

10.3 Staffing Policy

The City has management rights to determine staffing and the City will comply with applicable CalOSHA laws.
11.1 FLSA Statutory Overtime Definitions

a. For the purpose of determining whether an employee is to be paid at the rate of time and one-half (1-1/2) for hours worked in excess of 216 hours in a twenty-seven (27) day work period. Hours worked shall include all actual time worked. Holiday hours taken and observed holidays where the City is closed shall be considered as time worked for unit employees in Administrative assignments where holidays are observed only. Sick leave, vacation, or other time taken as compensated time off shall not be considered as actual time worked.

b. Effective 90 – 120 calendar days but no later than October 31, 2012, the City may convert to a 24 day period 7 k exemption and at that time for the purpose of determining whether an employee is to be paid at the rate of time and one-half (1-1/2) for hours worked in excess of 182 hours in a twenty four (24) day work period. Hours worked shall include all actual time worked. Holiday hours taken and observed holidays where the City is closed shall be considered as time worked for unit employees in Administrative assignments where holidays are observed only. Sick leave, vacation, or other time taken as compensated time off shall not be considered as actual time worked.

c. For Fire Prevention Bureau employees and Division of Training employees, overtime shall be paid at the rate of time and one half (1-1/2) for all hours of actual time worked in excess of forty (40) hours in a seven (7) day work period.

d. Premium FLSA Pay. Fire unit employees on a 56 hour work week currently receive 3.16 hours per pay period for Premium FLSA Pay to compensate for overtime hours between the FLSA maximum of 53 hours per week and the department 56 hour work week (the 3.16 hours is calculated based on a 24 day cycle).

11.2 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 in excess of their normal work schedule.

b. Use. Such compensatory time must be taken during the same work period in which it is earned in accordance with 11.1 above. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief's designated representative.
prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that he/she is unable to take accrued compensatory time during the day work period in which it is earned, pay for such time shall be provided at straight time or time and one half (1-1/2) depending upon the number of hours worked by the employee during the work period consistent with 11.1 above.

c. **Department Policy.** Compensatory time for sworn 40-hour personnel shall be provided in accordance with the Department’s Policy and Procedures, Article J, Section 3B.

### 11.3 Fair Labor Standards Act

The City and the Union shall cooperate with each other to promptly resolve any issue that may arise during the term of this Memorandum of Understanding regarding compliance with the Fair Labor Standards Act. Any dispute involving the interpretation or application of the Fair Labor Standards Act may be referred to the City Manager by the complaining party or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issue(s) 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 dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

a. **Work Out of Classification:** Employees assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which the employee does not hold a permanent appointment.

b. **Training Time.** The time spent by an employee for job-related training in which participation is required by the City as a condition of continued employment shall be considered as hours worked. Said training time shall be viewed as hours worked in lieu of the employee’s normally scheduled shifts for that period. Employees shall participate in such training programs during their normally scheduled hours of work when provided by the City during those hours, unless there is a particular hardship or schedule conflict which precludes the employee’s attendance, in which event approval to obtain such training during off-duty hours must be requested and obtained in advance from the Fire Chief or the Fire Chief’s designated representative.
c. **Rank for Rank Relief.** In providing relief, Fire Unit employees may work in a rank lower than the rank which they currently hold, but may not provide relief by working in a rank above their current rank, except in extraordinary circumstances.

d. **Continuing Education for Paramedics.** Upon prior approval of the Fire Chief the City will compensate members of the Fire Unit at their straight time rate for time spent, in an off-duty status, in continuing education necessary to maintain their certification, up to twenty-four (24) hours or less in a 2 year certification period.

e. **Calculation of Pay While in Fire Academy.** While enrolled in the Fire Academy, newly appointed firefighters shall have their pay calculated on a 40-hour work week and overtime shall be paid in accordance with 11.1 above (this will not include FLSA pay based on a 56-hour work week as a Paramedic add pay be due).
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SECTION 12. HOLIDAYS

a. Employees shall receive the following holidays on full pay not to exceed eight (8) hours for any one (1) holiday, unless otherwise provided in this section. The City observes the following holidays on the dates indicated:

<table>
<thead>
<tr>
<th>No.</th>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>2</td>
<td>Martin Luther King's Birthday</td>
<td>Third Monday in January</td>
</tr>
<tr>
<td>3</td>
<td>Lincoln's Birthday</td>
<td>Second Monday in February</td>
</tr>
<tr>
<td>4</td>
<td>Washington's Birthday</td>
<td>Third Monday in February</td>
</tr>
<tr>
<td>5</td>
<td>Cesar Chavez Day</td>
<td>March 31</td>
</tr>
<tr>
<td>6</td>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>7</td>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>8</td>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>9</td>
<td>Columbus Day</td>
<td>Second Monday in October</td>
</tr>
<tr>
<td>10</td>
<td>Veterans' Day</td>
<td>November 11</td>
</tr>
<tr>
<td>11</td>
<td>Thanksgiving</td>
<td>Fourth Thursday in November</td>
</tr>
<tr>
<td>12</td>
<td>The day following Thanksgiving</td>
<td>Fourth Friday in November</td>
</tr>
<tr>
<td>13</td>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
</tbody>
</table>

Effective August 1, 2011, a new salary range for forty (40) hour administrative positions in this unit will be established that will be 5.75% lower than the salary range for fifty-six (56) hour employees as reflected in the City’s Salary Schedule as of March 31, 2011.

Effective August 1, 2011, the differential for Administrative Captain and Other Administrative Positions in section 13.12 and 13.14 will be increased by the 6.34%.

b. Except for employees in administrative assignments who observe holidays, employees in this bargaining unit receive the dollar value of the holidays listed above (as noted in their salary ranges) in lieu of observing holidays. Effective July 1, 2012 the salary ranges for employees, excluding those in administrative assignments, shall have their salary ranges reduced by the value of the one holiday which the parties agree is 0.41%.

c. For employees on the 9/80 alternative work schedule, employees may shift their work schedule so that their 8 hour day falls on the designated holiday with the approval of their supervisor.
13.1 Public Employee Retirement System Benefits for Unit Employees hired on or before June 30, 2011

The City participates in the California Public Employees' Retirement System (PERS) and shall provide the Union's members hired on or before June 30, 2011 with the following retirement benefits in accordance with state law and the agreement between the City and PERS.

a. Retirement Contribution Supplement. The City contributes an amount equal to nine percent (9.0%) of the employee's current base salary and other compensation as qualified by State law toward PERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code section 20691.

b. Military Service Credit. The City will make application to PERS to provide for military service pursuant to the provisions of Government Code section 21024 (formerly 20830.3), at the employee's expense, effective upon adoption by the Stockton City Council and PERS Administration Board.

c. Employee Contributions. In accordance with Government Code section 20692 (formerly 20615.5, Employer Paid Member Contributions as Compensation), employees, at the beginning of their last year of employment, will pay their nine percent (9.0%) employee contribution through an automatic payroll deduction. The base salary for those employees will be increased by that same nine percent (9.0%) for the last twelve (12) months of employment (IRS Code § 414H(2) will be concurrently implemented with the PERS amendment).

Effective August 1, 2011, employees hired on or before June 30, 2011 shall pay nine percent (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by state law towards the Public Employees' Retirement System (PERS) towards employer's share of cost for PERS pension on a post-tax basis in the form of a payroll deduction. The City will seek an IRS private letter ruling to determine whether or not the IRS permits the employee's contribution to the employer's share of pension cost to be treated on a pre-tax basis. If the IRS issues a private letter ruling allowing employee's contribution toward employer pension cost on a pre-tax basis, the City will change the deduction from post-tax to pre-tax as soon as administratively possible after the IRS final determination. Additionally, the City will work with PERS to determine whether or not PERS will allow a contract amendment per Section 20516 to allow an employee contribution in
the amount of 9% of the employee's current base salary (employee contribution) and other compensation as qualified by PERS towards the employer's share of cost for PERS pension on a pre-tax basis. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 9% and/or some or all of the contributions sunset at specific time in the future, the parties agree that the City shall deduct the percentage up to 9% not covered by the PERS amendment process through a payroll reduction.

d. Three Percent At Age 50 Retirement Benefits. As soon as possible following the City and Union’s execution of this Memorandum of Understanding, the City shall make application with PERS to provide Government Code section 21362.2 (3.0% at age 50) benefits, with the benefit to be effective for Union’s members on December 16, 2001, or following the approval and adoption by the Stockton City Council and PERS Board of Administration, if after December 16, 2001.

e. Additional PERS Benefits. The following PERS benefits shall remain in effect during the term of this Memorandum of Understanding: Sick Leave Conversion (Government Code section 20965), Survivor Benefit Level 4 (Government Code section 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code section 21635), and Continuation of Death Benefits After Remarriage (Government Code section 21551).

The Union shall have such other PERS benefits as set forth in the agreement between the City and PERS as of the date of execution of this Memorandum of Understanding.

f. PERS 20516 Cost Sharing for the Employer’s Pick up of the Employee’s 9% PERS Contribution. The union has proposed utilizing the 20516 PERS cost sharing amendment variable contribution provision for employees to pay share of the employer statutory costs up to a maximum of 14.138%. The union proposes that through the cost share they are to pay 9% towards Employer's required PERS contribution. They also propose to offset other employee concessions or costs otherwise provided for in this MOU. The City has agreed to this request with the following understandings as listed in this document. The parties understand a vote of all individuals covered by the PERS agreement is required to implement this PERS amendment. Upon successful vote by the covered individuals, the parties shall implement a cost-sharing agreement under Government Code Section 20516 as soon as possible consistent with PERS regulation.
1) Cost Sharing for the Employer's Pick-up of the Employee's 9% PERS Contribution.

The Union proposes to first cost share an employee contribution in the amount of 9% of the employee's current base salary (employee contribution) and other compensation as qualified by PERS towards the employer's share of cost for PERS pension on a pre-tax basis. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 9% and/or some or all of the contributions sunset at specific time in the future, the parties agree that the City shall deduct the percentage up to 9% not covered by the PERS amendment process through a payroll reduction as provided for in 13.1.c above. If the term of this agreement legislation is enacted and becomes effective during the term of this agreement requiring employees under the PERS retirement system to pay all or part of the employees share of retirement thus reducing or eliminating EPMC, the parties agree that as soon as administratively possible consistent with PERS regulations to convert the employee's contribution to the employers' share under this 20516 cost share contract amendment to the employee share towards retirement for the percentage required by the new legislation.

2) For the period of adoption of the PERS 20516 contract amendment from July 1, 2014 through June 30, 2015 only, there will be an additional cost sharing of 1.31%. The parties have agreed to the calculation of this percentage. Further the parties agree that the Fire unit and Fire Management unit, that their cost share shall be combined together and the two units shall be treated as one in the financing of concessions and the calculation of the cost share percentage.

If the bargaining unit employees agree to a cost sharing amount in excess of the 9% employee contribution as provided for above up to a maximum of 14.138%, the City would allow the bargaining unit employees to credit the additional cost sharing monies the city would receive towards maintaining the following compensation reductions proposed by the City. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 14.138% and/or some or all of the contributions sunset at specific time in the future during the term of this agreement, the parties agree that the City shall reinstate the pay reductions/concessions listed below not covered by the PERS amendment process through a payroll reduction as provided for in 13.1.c above. The union proposes and the
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City agrees that effective June 30, 2015 the Cost share amendment shall be changed to reflect a decrease in the agreed cost sharing amount from 10.31 to 9%. On June 30, 2015 the City shall reinstate the pay reductions/concessions listed below and current contract provisions shall govern.

- Grandfathering longevity, for fiscal year 2014 – June 29, 2015 at 1.25% for Tier one rate and 4.00% at tier two rate of the Longevity Pay that was eliminated as of July 1, 2012, is continued until June 29, 2015 as part of this cost sharing. Effective June 30, 2015, these longevity amounts shall be eliminated as provided for in 13.15. This does not impact the Grandfathered Longevity as provided in 13.15 which is not part of the cost share agreement. The value of this buy back is $121,815.

- Paramedic Certification Step V Pay level shall remain at 11% for fiscal year 2014 - June 29, 2015. Effective June 30, 2015 the 11% shall be reduced to 9% as provided for in 13.6. The value of this buy back is $41,388. No additional employees shall be eligible for Paramedic Certification Step V pay level grandfathering under this section on or after July 1, 2014.

- Tiller pay for July 1, 2014 – June 29, 2015 shall remain at 5% only for those employees assigned and receiving Tiller pay as of July 31, 2011. Effective June 30, 2015, Tiller pay shall be eliminated as provided for in 13.11. The value of this buy back is $36,522.

- Grandfathered Certification Incentive Pay – Advance shall remain at 6% until June 29, 2015. Effective June 30, 2015, the Advance Certificate shall be reduced from 6% to 5% as provided for in 13.3. The value of this buy back is $144,268. No additional employees shall be eligible for Advance Certification grandfathering under this section on or after July 1, 2014.

3) The cost sharing by employees through a CalPERS contract amendment process for the Cost Share of the Employer contribution for grandfathering longevity, deferral of paramedic pay level 5, holiday, tiller pay and certification incentive pay reductions as describe in the applicable sections of the MOU herein and the City shall only be obligated to provide benefits in accordance with the applicable MOU sections herein.

4) Cost sharing through one time HRA savings of $137,701.

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In Lieu of the City’s contribution of 1% of salary towards an HRA as provided for in 14.4 the Union and the City agree to redirect those monies for the term of this agreement in the amount of $137,701 towards the cost of the concession buy backs listed in 2 above in addition to the 1.31% additional cost sharing being paid by employees.

5) Administrative Processing.

The parties agree that the additional cost share of 1.31% represents the 12 month cost necessary to buy back the 12 month contract concessions assuming the amendment date is effective the pay period that includes July 1, 2014. Should the agreement become effective after July 1, 2014, the parties agree that the 1.31% would be increased to cover the additional month(s) necessary to ensure the City realizes the full one year annualized savings for each of the concession buy backs.

13.2 Public Employee Retirement System Benefits for Unit Employees hired on or after July 1, 2011

The City will contract with PERS to provide a new second tier retirement program of 3% at 55 with three year average salary formula and no other additional PERS enhanced benefits except for those statutorily required for employees hired on or after July 1, 2011 or as soon as administratively possible. Effective July 1, 2011, all employees shall pay 9% of the employees’ current base salary towards the employee’s contribution towards PERS and any other compensation as qualified by state law towards PERS retirement benefits through a payroll deduction. Employees under the 3% at 55 retirement tier are not subject to the PER 20516 Cost Sharing provisions in 13.1 above.

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

a. Employees with Reciprocity

Employees hired on or after January 1, 2013, who had service under another CalPERS agency or public retirement system with reciprocity prior to January 1, 2013, and a break in service of less than 6 months and consider legacy employees by PERS AB 340, shall be subject to the PERS pension formula of 3@55 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay the employee’s statutory employee’s contribution for these benefits of 9%.

b. Employees without Reciprocity
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Employees hired on or after January 1, 2013, shall be subject to the AB340 PERS pension formula of 2.7@57 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay 50% of the City normal cost rate for the 2.7@57 as determined by CalPERS.

13.4 Certification Incentive Pay

The City will pay three percent (3.0%) of the top step of rank for sworn Fire Unit employees who attain an Intermediate Certificate.

The City will pay five percent (5.0%) of the top step rank for sworn Fire Unit employees who attain an Advanced Certificate.

13.5 HAZ/MAT Assignment

The City shall pay five percent (5.0%) of the top step of rank for sworn Fire Unit employees actively assigned to the HAZ/MAT response team. This section applies to a total certified and assigned complement of twelve (12) employees.

13.6 EMT Certification

It is the policy of the Stockton fire Department that all sworn employees assigned to line fire suppression activities and working in the rank of Battalion Chief and below shall maintain a current San Joaquin County Emergency Medical Technician ("EMT") certification or face disciplinary procedures detailed below.

Each member shall secure EMT certification within one year of commencement of employment and maintain that certification throughout his/her career while assigned to line fire suppression activities. In the event a new member does not have EMT certification upon employment, the member shall be provided Emergency Aid Responder ("EAR") training and certification by the Department's Division of Training prior to being placed on line.

All periodic re-certifications of EMT certification shall be prepared for and executed during on-duty training sessions conducted by the Division of Training. If a member fails to re-certify after one attempt, the Division of Training shall provide additional resources to assist the member to prepare for a second attempt at re-certification in accordance with State regulations. The Division of Training's resources will include the following: study guides, textbooks, remedial lectures on deficiencies, and a list of local courses offered by other agencies. If the member fails the second attempt of the member's EMT certification expires, the member must obtain EAR certification, which shall comply with State law. The non-EMT member will be provided EAR training and certification by the Division of Training prior to assignment to line fire suppression activities.

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Members whose certification lapses shall have 18 months to complete an EMT re-certification process. During this time frame, the member shall not trade shifts or work overtime without permission of the Fire Chief. The member shall be reduced one pay grade until EMT re-certification is achieved.

A member may attempt re-certification at any time and from any jurisdiction within the State of California. If the member fails to either (1) regain EMT certification within the eighteen month "correction period" or (2) fails to obtain EAR certification within 30 days of loss of EMT certification, the City may take appropriate disciplinary action pursuant to Rule XII of the Stockton Civil Service Rules and Regulations for Police and Fire Employees, up to and including termination.

Any disputes that result from this agreement shall be handled in accordance with the current Memorandum of Understanding grievance procedures.

13.7 Paramedic Certification

The City shall pay Fire Unit employees who are assigned to Paramedic duties and possess a valid Paramedic certificate as follows:

- Paramedic Firefighter Step I: Six percent (6.0%) above top step of current applicable rank.
- Paramedic Firefighter Step III: Eight and one-half percent (8.5%) above top step of current applicable rank.
- Paramedic Firefighter Step V: Nine percent (9%) above top step of current applicable rank.
- Paramedic Engineer: Six percent (6.0%) above Engineer top step.
- Paramedic Fire Captain: Six percent (6.0%) above Fire Captain top step.

13.8 Uniform Allowance

Employees in this unit shall receive a uniform allowance in the amount of six hundred dollars ($600.00). One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.9 Contagious Disease

The City shall make available, at no cost to the employee, screenings for all strains of hepatitis, hepatitis B vaccinations, and shall monitor employees' exposure to tuberculosis.

13.10 Acting Pay

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

13.11 **Call-Back Pay**

An employee called back to work to assist with a multiple alarm fire or other emergency situation after he/she has worked a scheduled shift and has departed from the work site shall earn three (3) hours of call-back at the regular hourly rate of pay or time and one-half (1-1/2) of his/her regular rate of pay for time worked, whichever is greater.

The above provision shall not apply to employees called back due to an operator error that does not result in the employee being assigned for the day or an employee’s participation in official meetings called by authorized personnel of the Stockton Fire Department. In such instances, the employee will be compensated on an hourly basis.

13.12 **Tiller Pay**

Effective August 1, 2011, Tiller pay shall be eliminated; however, only those employees assigned and currently receiving Tiller Pay as of July 31, 2011 shall continue to receive their current five percent (5%) Tiller Pay.

Effective July 1, 2012, for those employees who were receiving Tiller Pay as of July 31, 2011, Tiller Pay shall be reduced to two and one-half percent (2.5%).

Effective June 30, 2013, Tiller pay for all employees shall be eliminated.

13.13 **Deputy Fire Marshal Series**

Employees assigned as Deputy Fire Marshals and are designated as administrative positions shall be paid as follows:

- **Deputy Fire Marshal I:** Two and one-half percent (2.50%) above Firefighter top step
- **Deputy Fire Marshal II:** Five percent (5.0%) above Firefighter top step
- **Deputy Fire Marshal III:** Seven and one-half percent (7.50%) above Firefighter top step
- **Deputy Fire Marshal IV:** Ten percent (10.00%) above Firefighter top step
- **Fire Captain (FM III):** Ten percent (10.00%) above Fire Captain top step

13.14 **Fire/Engineer Operator**

Employees assigned as Fire/Engineer Operators shall be paid five percent (5%) above the Engineer top step.

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13.15 Administrative Positions

a. Administrative Captain. Employees assigned as Administrative Captains shall be paid at a rate that is thirteen point three percent (13.33%) above the amount paid to Captains assigned to fire suppression duties. Note: The FLSA rate was 3.33% so this rate is not increasing.

b. Administrative Firefighter. Fire Unit employees assigned as an Administrative Firefighter shall be paid at the rate of eight point three three percent (8.33%) of top step of rank of Firefighter with pay increases of two and one-half percent (2.50%) per annum to a maximum of thirteen point three percent (13.33%). Note: The FLSA rate was 3.33% so this rate is not increasing.

c. Administrative Firefighter/Engineer. Fire Unit employees assigned as an Administrative Firefighter/Engineer shall be paid at the rate of eight point three three percent (8.33%) of top step of rank of Firefighter/Engineer with pay increases of two and one-half percent (2.50%) per annum to a maximum of thirteen point three percent (13.33%). Note: The FLSA rate was 3.33% so this rate is not increasing.

13.16 Longevity Pay

Effective August 1, 2011, Longevity Pay shall be eliminated. However, the City shall grandfather only those employees who were employed on a permanent basis with the City on or before June 30, 2011 as follows: Effective August 1, 2011 each tier of the Grandfathered longevity pay reflects a reduction by two and a half percent (2-1/2%) of the previous Longevity tiers. For example, employees who had attained 22 years of continuous service and prior to August 1, 2011 were receiving 11.25% step increase shall effective August 1, 2011 receive the new grandfathered tier two rate of 8.75%. Employees who had attained 15 years of continuous service prior to August 1, 2011 previously receiving an additional 5% shall effective August 1, 2011 receive the new grandfathered tier one rate of 2.5%; while grandfathered employees can move to the next tier upon eligibility until July 1, 2012, effective July 2, 2012 grandfathered employees shall remain frozen at the tier they are in as of July 2, 2012. Grandfathered Longevity Tier One: For those employees hired on or before June 30, 2011 who by July 1, 2012 have attained fifteen (15) years of continuous employment with the City shall receive an additional two and a half percent (2.5%) of top step pay.

Grandfathered Longevity Tier Two: For those employees hired on or before June 30, 2011 who by July 1, 2012 have attained twenty-two (22) years of
continuous employment with the City shall receive an 8.75% increase to the salary step of Firefighter, Firefighter/Engineer, and Fire Captain.

Effective July 1, 2012, the grandfathered longevity tier one rate shall be reduced to one and a quarter (1.25%) percent and the longevity tier two rate shall be reduced to four point seven five (4.75%) percent.

Effective June 30, 2015, the Longevity Pay which has been retained as part of the cost share agreement in 13.1.f.2 shall be eliminated as provided for in that section of this MOU.

13.17 Wellness-Fitness Program

The purpose of the Department's Wellness-Fitness Program is to develop, promote, enhance and maintain the wellness and fitness of members of the Department. The program will be based upon medical testing guidelines established by the International Association of Fire Fighters (IAFF) Joint-Labor Management Wellness Fitness Initiative.

a. Participation in the Wellness-Fitness Program is mandatory for the program's testing, evaluations and daily physical training requirements.

b. Annual physicals under the program shall be required. The City will contract with an Occupational Health Provider of its choosing to perform these annual physicals.

c. All information obtained from the medical evaluations is confidential, and the City will only have access to information regarding work restrictions necessary to determine whether appropriate accommodations can be made.

d. Labor and management will continue to collaborate on the Department's Wellness-Fitness Program to enhance and maintain the wellness and fitness of members of the Department.
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SECTION 14. INSURANCE PLANS

14.0 Reopener Clause for Health Insurance

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

14.1 Health Insurance And Related Benefits

a. Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an Employee only, Employee plus One and Employee plus two or more dependents coverage. The City shall offer two or more medical plans to regular employees.

b. Eligibility. Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).

c. City Contribution Towards the Cost of Insurance Programs. Effective July 1, 2014:

(1) The City shall contribute up to $532.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

(2) The City shall contribute up to $969.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.
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(3) The City shall contribute up to $1,287.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

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

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

14.2 Retiree Enrollment in City Sponsored Medical Plans

An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan). However, the City may discontinue the enrollment of retirees in City sponsored medical plans at its discretion as per the City's Bankruptcy plan of Adjustment. The City does not provide any retiree medical program, allowance, or City contribution for employees.

Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retirees.

14.3 Health Reimbursement Arrangement Contribution

The City does not provide any retiree medical program, allowance, or City contribution for employees. As soon as administratively possible the parties agree to establish an Health Reimbursement Arrangement account (HRA) for employees to use for current and future medical expenses and that the City will contribute an amount equal to one percent (1%) of the employee's current base salary that was previously contributed towards deferred compensation and now shall be directed

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into an HRA. The City will hold the 1% contribution effective July 1, 2014 in the payroll fund and will confer those contributions to the HRA accounts when established. This section shall be suspended at the request of the union from July 1, 2012 thru the balance of this MOU.

14.4 Life Insurance

Effective July 1, 2012, the City shall provide each employee group term life insurance coverage with a face value of fifty thousand dollars ($50,000.00). In addition, employees shall have the opportunity to purchase additional voluntary life insurance through their union or through the City's IRS125 vendor.

14.5 Long Term Disability Insurance

Effective July 1, 2012, the City shall reduce the base pay of employees in this unit by seventeen dollars ($17.00) per month, and shall instead provide to each bargaining unit member seventeen dollars ($17.00) per month for the purpose of purchasing Long Term Disability Insurance. It is the Union’s responsibility for purchasing such insurance for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.
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SECTION 15. SALARY PLAN

15.1 Salary Ranges

The salary ranges for all employees in this unit shall be as set forth in the City's Salary Schedule. The rates of pay set forth in the City's Salary Schedule represent the standard rates of pay for full time employment for each classification, unless the schedule specifically indicates otherwise.

15.2 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the minimum salary for the class to which the employee is appointed. When circumstances warrant, the City Manager may approve an entrance salary that is more than the minimum salary for the class. 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 only 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 Salary Step Plan-Sworn Ranks

There shall be nine (9) salary steps for the classification of Firefighter. There shall be six (6) salary steps in each range for the classifications of Firefighter/Engineer and Fire Captain.

The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first step after receiving the recommendation of the department head. The same provisions shall apply to hourly paid and part-time employees.)

If a department head recommends to withhold increases to salary steps two (2) through nine (9) because an employee has not achieved the level of performance required, 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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The **second step** shall be paid upon the employee’s satisfactory completion of the Fire Academy and upon the written recommendation of the department head.

The **third step** shall be paid upon the satisfactory completion of six (6) months of service at the second step upon the written recommendation of the department head.

The **fourth step** shall be paid upon the satisfactory completion of six (6) months of service at the third step upon the written recommendation of the department head.

The **fifth step** shall be paid upon the satisfactory completion of one (1) year of service at the fourth step upon the written recommendation of the department head.

The **sixth step** shall be paid upon the satisfactory completion of one (1) year of service at the fifth step and written recommendation of the department head.

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

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

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

As an exception to the foregoing, employees promoted to the rank of Fire Captain shall be eligible for step increases upon the satisfactory completion of six (6) months’ service in each step of the Fire Captain Salary range. Also, employees holding the rank of Firefighter/Engineer shall be subject to step increase intervals of one (1) year. However, the Firefighter/Engineer rank shall be limited to six (6) salary steps. Regardless of an employee’s length of service, step advancements may be made upon recommendation of the department head, but not above Step No. 6 of the Firefighter/Engineer and Fire Captain Salary ranges, and not above Step No. 9 of the Firefighter salary 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.
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.

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

15.5 **Salary Step After Military Leave**

All employees who have been granted 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.

15.6 **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.

15.7 **Salary Step After Promotion or Demotion**

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5.0%) above the current base pay salary on the salary schedule of the current base pay rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. Add pays are not included in the calculation of base salary for the purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit's salary on promotion rules shall apply.

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the rank to which demoted.

15.8 **Salary on Reinstatement**

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

The 8.5% Salary Survey increase initially effective on July 1, 2010 and the 3.68% Cost of Living increases initially included in the 2003 – 2007 MOU was eliminated retroactively and prospectively per a release of all claims agreement that is attached herein as appendix A.

The Salary Schedule on the City of Stockton’s HR Site shall provide salary rates for the classifications in this unit.
SECTION 16. SEPARABILITY OF PROVISIONS

In the event that any provisions of this Memorandum of Understanding are 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 17. 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 Union.

SECTION 18. 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.

SECTION 19. DURATION OF AGREEMENT

All provisions of this Memorandum of Understanding shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including June 30, 2015.

The City and the Association will endeavor to begin meeting and conferring on a successor Memorandum of Understanding no later than October 2014, however if the parties have not yet begun negotiations by October 2014, this paragraph shall not serve as a bar or waiver of rights to negotiate a successor contract prior to the expiration of this contract on June 30, 2015.
SECTION 20. MAINTENANCE OF OPERATIONS

a. It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this Memorandum of Understanding, through and inclusive of June 30, 2015, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, 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. In addition, the City may take other action that 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 Union, the City may take such remedial action as it deems appropriate.

d. The Union 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.
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SECTION 21. BANKRUPTCY

Fire Unit, which is defined for the purposes of this section as including without limitation Fire Unit members, bargaining unit members, officials, attorneys and affiliates) agrees that this MOU shall supersede the terms of all prior MOUs, side letters, and any other agreements between the parties as to the subjects covered herein. Fire Unit further agrees that it shall file no claims in the City’s bankruptcy case upon the terms of any agreements that precede this or prior MOUs. However, nothing in this paragraph shall limit Fire Unit’s ability to challenge any breach of this MOU.

Fire Unit further agrees that the City is eligible for chapter 9 relief, and that it will not oppose the City’s eligibility should eligibility be contested by another party. Fire Unit agrees to support any plan of adjustment consistent with the terms of this MOU. The City agrees that any plan of adjustment that it files with the bankruptcy court prior to the June 30, 2015 expiration of this MOU shall include the City’s assumption of this MOU, and shall contain no provision with respect to the treatment of the employees in the Fire Unit that is inconsistent with the terms of this MOU.
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- Appendix A: Release of Claims
- Appendix B: City of Stockton’s New Medical Response Squad
- Appendix C: Waiver of claims of outstanding grievances on holiday pay, promotion calculations and administrative pay
APPENDIX A: Side Letter Re: RELEASE OF CLAIMS

1. The Union (defined herein as including without limitation the Union’s members, officials, attorneys and affiliates) agrees to dismiss with prejudice all claims raised, arising out of or related to the arbitration case pending before Arbitrator Alexander Cohn as well as all claims made, arising out of or related to the civil litigation entitled IAFF Local 456 v. City of Stockton et al., San Joaquin Superior Court Case No. 39-2010-00244326 and the action entitled IAFF Local 456 v. City of Stockton, U.S.D.C., E.D. Cal. Case No. 2:10-CV-01828. The City further agrees that it will dismiss with prejudice its claims made in the above-referenced San Joaquin Superior Court case. Both the Union and the City will take all appropriate steps to carry out those mutual dismissals within 30 days of execution of this agreement.

2. In addition to dismissing the above-mentioned grievance and lawsuits, the Union hereby releases the City of Stockton (including without limitation its officers, employees, councilmembers, attorneys, agents and assigns) from any and all liability associated with the declarations of emergency dated May 26, 2010 and May, 17, 2011, including any and all actions taken by the City of Stockton and its employees, officers, councilmembers, attorneys and assigns) prior to October 18, 2011 (date the Council approved the final 2011 – 2012 MOU agreement) pursuant to the declarations of emergency, including, but not limited to, the Resolution affecting the terms and conditions of employment of past, present or future sworn employees in the Fire Department (Resolution No. 10-0200). By entering this agreement, the Union releases the City (as broadly defined above) of any and all
liability related to staffing changes, equipment closures, loss of wages and benefits, and other changes to the terms and conditions of employment that resulted from or are related to the City's 2010 and 2011 emergency declarations and actions taken pursuant to those declarations prior to the effective date of this release.

3. Within 5 days of execution of this Agreement, the Union and the City shall inform arbitrator Alexander Cohn that the matter submitted to him for resolution has been settled. The Union and the City shall further make a joint request to Mr. Cohn that his arbitration award not be submitted to any establishment for publication.

It is further agreed that the award issued July 22, 2011 has no precedential value or evidentiary effect upon any party or person other than the Union and the City.

4. The parties understand and expressly agree that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future, arising from or attributable to the City's emergency declarations for actions taken prior to October 18, 2011 (date the Council approved the final 2011 – 2012 MOU agreement) 2011 pursuant to those declarations. The parties acknowledge that any and all rights granted to the parties under Section 1542 of the California Civil Code or any analogous state or federal law or regulation, are hereby expressly waived. The parties recognize and acknowledge that the factors which have induced them to enter into this Agreement might turn out to be incorrect or different from what they had previously
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anticipated, and the parties expressly assume all of the risks of this waiver of California
Civil Code Section 1542. Section 1542 of the California Civil Code, reads as follows:

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

5. In consideration of the foregoing promises and other considerations,
the Union, for itself, its attorneys, members, officers, directors, represented
employees and affiliates, hereby fully and forever releases, discharges and
covenants not to sue or otherwise institute in any way, actively participate in
or voluntarily assist in any legal or administrative proceedings against the
City arising from or attributable to the City’s emergency declarations for
actions or omissions that took place before October 18, 2011 (the date the
Council approved the final 2011–2012 MOU) pursuant to those
declarations. The effective date of the release shall be the date of the City
Council’s approval of the 2011–2012 MOU between the City and the IAFF
Local 456 Fire Unit.

6. All parties expressly waive any right to recover attorneys’ fees and
costs.

CITY OF STOCKTON
MEMORANDUM OF UNDERSTANDING
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2014—JUNE 30, 2015

APPENDIX B: City of Stockton’s New Medical Response Squad
Squad Program Structure

This new squad is estimated to consist of two fire suppression personnel who will respond to Emergency Medical Service (Alpha, Bravo Levels) incidents and other low priority needs, as part of their normal duties as a fire suppression employee. The staffing for the unit will be from internal personnel resources with plans to hire two new Fire Fighters in 2014 to fill vacancies created by the squad members. During the initial phase, the primary responsibility of the assigned members will be to respond to those above noted incident types, then accurately and consistently document data from those responses. Additional responsibilities will include supporting greater alarm responses and other duties as assigned.

Pilot Phase
The term of the pilot phase of the medical response squad program will run for approximately an eighteen (18) month from the date of approval by the City Council to allow for proper analysis of utilization trends of the squad as it relates to service activity, days and hours of operation. The Fire Department will evaluate data and best practices from the squad operations, and will determine sustainable long-term squad assignments and potential additional squad staffing to fill service demands. The parties agree that the Union and the Chief and/or the Chief’s designee will meet no less than once a quarter for the duration of the pilot project to review data, receive employee input and best practices data. During the pilot phase, the Fire Chief and/or the Council, in its discretion, may alter or eliminate squad assignments as he deems necessary at any time, with or without notice. However, the City will not make any unilateral changes to items subject to the meet and confer requirements of the Meyers-Milias Brown Act (MMBA).

Staffing Allocation
The pilot squad assignments will be filled with two (2) volunteers selected by the Fire Chief for an initial 90-day assignment according to the below selection process. The pilot squad will always be staffed with at least two fire suppression employees, at least one of whom will be a paramedic. After the pilot squad assignments are filled, shift vacancies on the squad will be filled with a paramedic or EMT of any rank (Fire Fighter, Fire Fighter Engineer, Fire Captain) from fire suppression positions from the relief pool, by partial-shift reassignment of on-duty fire suppression employees, by voluntary overtime, or if necessary as a last resort through mandatory overtime. At the end of the 90-day initial period, assignments will again be filled by the selection process below.
Employee Selection
Employees assigned to the medical squad will serve at the pleasure of the Fire Chief. The staffing of the unit will consist of two (2) fire suppression employees, at least one of whom is a paramedic, from the existing pool of fire suppression employees. Fire Fighters, Fire Fighter Engineers, and Captains are eligible to apply for the assignments. The Fire Chief will select members to be on the squad, according to the following internal selection process:

- Two (2) squad assignments will be posted internally in the Fire Department
- Qualified and interested employees must submit memorandums of interest to the Fire Chief’s Office directly
- Interested employees will be interviewed by the Fire Chief and/or other management representatives
- Selection will be based on employee interview results

Work Period
Individuals assigned to the squad will have a change to their work schedule and work period, which will consist of working four ten hour days per week (a.k.a. 4/10 work schedule), with the defined FLSA work period of Sunday through Saturday each week. Employees will be compensated for a one-half (1/2) hour meal period included in the 10 hour work day. The initial weekly work schedule will be as follows:

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Tuesday</td>
<td>08:00 to 18:00</td>
</tr>
<tr>
<td>Thursday - Friday</td>
<td>08:00 to 18:00</td>
</tr>
</tbody>
</table>

Employees assigned to the squad will be departing from the 24 day work period currently assigned to other Fire Fighters working suppression. Overtime for these squad assignments will be paid similar to other 40 hour work week job classifications and pursuant to section 11.1(c) of the Fire Unit MOU which states, “overtime shall be paid at the rate of time and one half (1-1/2) for all hours of actual time worked in excess of forty (40) hours in a seven (7) day work period.”

Salary
The City proposes to keep the employees assigned to the squad on the same salary schedule, and applicable add pay eligibility as the Fire Fighters or Fire Fighter Engineers working fire suppression consistent with the MOU. The City will adjust the hourly rates of those serving on the squad to align with that salary schedule. The City has agreed to continue the 3.16 hours of premium pay each pay period for employees assigned to the squad, pursuant to Section 11.1 (d) of the Fire Unit MOU.
Holiday Pay

Employees working on the squad will remain on the same salary schedule as fire suppression; therefore holiday compensation is already included in their salary.
Appendix C: Waiver and Release of claims of outstanding Administrative Pay grievance and Holiday pay and Premium pay possible claims

The Union (defined herein as including without limitation the Union’s members, officials, attorneys and affiliates) agrees to dismiss with prejudice within five working days of adoption by the City Council of the final 2012 – 2014 successor agreement the grievance notification dated June 30, 2011 filed by John Votaw, IAFF’s grievance chairman regarding pay received by administrative positions related to MOU sections 13.15 and 13.16 that addresses a rate of pay that is a specified percentage above the amount (inclusive of FLSA adjustment) paid to individuals assigned to suppression duties.

The Union also agrees to waive with prejudice any and all claims related to any and all actions taken by the City of Stockton and its employees, officers, councilmembers, attorneys and assigns related to holiday pay including but not limited to the 5.75% salary schedule reduction for forty hour employees and the 6.34% administrative differential prior to August 28, 2012.

The Union further agrees that it will not provide any financial support and/or any other non-financial support to members, former members of IAFF Local 456 in any FLSA claims filed against the City for actions taken by the City prior to August 28, 2012.

The parties understand and expressly agree that this agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future arising from or attributable to the City’s actions taken prior to August 28, 2012 pursuant to the City’s action related to the Holiday and Administrative Pay.

The parties acknowledge that any and all rights granted to the parties under section 1542 of the California Civil Code or any analogous state or federal law or regulation, are hereby expressly waived. The parties recognize and acknowledge that factors which have induced them to enter into this Agreement might turn out to be incorrect or different from what they had previously anticipated, and the parties expressly assume all of the risks of this waiver of California Civil Code Section 1542. Section 1542 of the California Civil Code, reads as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2014– JUNE 30, 2015

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a
membership vote of the Association on the 26th day of June, 2014 and by an
affirmative vote of the Stockton City Council on July 15, 2014. The parties hereto have
executed this Memorandum of Understanding this 13th day of August, 2014.

STOCKTON PROFESSIONAL
FIRE FIGHTERS’ LOCAL UNION 456,
International Association of Fire Fighters

GREG BIDDLE
President

KURT WILSON
City Manager

SCOTT WATKINS
Fire Unit Representative

TERESIA ZADROGA-HAASE
Director of Human Resources

Approved as to form:
ROSE LAW, APC

Approved as to form:
John Luebberke, City Attorney

By:

JOSEPH W. ROSE
Attorney for the Association

By:

MARCI A. ARREDONDO
Deputy City Attorney

By:

DANIA TORRES WONG
Negotiator for the City

ATTEST:
BONNIE PAIGE
CITY CLERK

BONNIE PAIGE
City Clerk
# CONTRACT ROUTING FORM

## CONTRACT TYPE
- Original Contract
- Amendment/Renewal/Change Order
- Grant
- Subdivision Agreement
- Other: 07/01/2014 - 06/30/2015 FIRE UNIT MOU

## COUNCIL APPROVAL REQUIRED?
- Yes
- No If no, provide account #

(Council approval required for contracts over $33,018 for FISCAL YEAR 2014-2015
Approved by Council on: 07/15/2014 Motion/Reso/Ord No: 14-U-01
Notary required?  Yes  No
Recordation required?  Yes  No

## CONTRACT
- Contract Amount: $

Contract Title: 07/01/2014 - 06/30/2015 FIRE UNIT MOU

Vendor/Other Party: STOCKTON FIREFIGHTERS' LOCAL (FIRE UNIT)

Project start date  
Estimated Completion date  
Contract term ONE YEAR

Contract start date 07/01/2014
Contract end date 06/30/2015

The following documents shall be submitted with the signed contract when required:
- Business License Required?  Yes  No
- Business License No.
- Bonds Required?  Yes  No
- Insurance Required?  Yes  No

## Routing Order

### DEPARTMENT: Human Resources

DEPARTMENT HEAD APPROVAL
Teresa Zadroga-Haase (signature) date: 8/14/14

Project Mgr: Marisa Guerrero ext: 7584 Staff:  
Forwarded to: on: by:  

### VENDOR/OTHER PARTY

Signed (_____) Originals on:  
Forwarded to: on: by:  

### RISK SERVICES

Insurance approved on:  
Bonds approved on:  
Forwarded to: on: by:  

### CITY ATTORNEY

Approved as to Form and Content on: 8/7/2014  
Forwarded to: on: by:  

### CITY MANAGER

Signed by City Manager on: 8/14/2014  
Forwarded to: on:  

### CITY CLERK

City Clerk attested on: 08/14/2014 Returned 3 original(s) to dept. on: 08/14/2014  
Retained 1 original(s) for City's file.

### ORIGINATING DEPARTMENT

Requisition No.  
Original sent to vendor on:  
Copy of contract to be retained by department. Original on file in the Clerk's office.
Copy of contract sent to Purchasing on:  

### PURCHASING:

Purchase Order #  PUR #
APPROVE RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF STOCKTON AND THE STOCKTON FIREFIGHTERS' LOCAL 456 FIRE UNIT

RECOMMENDATION

It is recommended that the City Council adopt by Resolution the attached Stockton Firefighters' Local 456 Fire Unit successor Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2016. The City Council adoption will: 1) Authorize the City Manager to execute the MOU, 2) Amend the Fiscal Year (FY) 2015/2016 budget to appropriate additional funds, and 3) Take actions appropriate to carry out the implementation of the MOU.

Summary

Representatives of the City began meeting April 7, 2015, with representatives of the Fire Unit on a successor MOU. The Fire Unit MOU was set to expire on June 30, 2015, and the City and the Fire Unit desired to negotiate a successor MOU effective after that expiration. The successor MOU presented herein contains an increase to the City's medical contribution effective the first full pay period after adoption; and a 2% cost of living increase adjustment (COLA) to base pay effective the first full pay period following adoption. Both increases are consistent with the City's Long-Range Financial Plan (L-RFP) as incorporated into the City's plan for exiting bankruptcy. The Fire Unit successor MOU contains similar terms and conditions as the prior year, with other minor changes. The parties reached a tentative agreement on June 24, 2015, and the City has received notification from the Fire Unit that the bargaining unit membership ratified this successor MOU. The successor MOU is attached in redlined format as Attachment A.

DISCUSSION

Background

The City has had substantial fiscal shortfalls over the past several years culminating in the bankruptcy filing in June of 2012. On June 26, 2012, the City Council adopted a final budget for Fiscal Year 2012/2013 under the Pendency Plan filed for the bankruptcy proceedings. It also adopted as part of its Pendency Plan changes in compensation and benefits. The City and representatives from the Fire Unit continued to meet and confer on a successor MOU and in August 2012, the City Council adopted a successor MOU for the Fire Unit with a term of one year, July 1, 2012 through June 30, 2013. For fiscal year 2013/2014, the Fire Unit agreed to a "contract rollover" and amendment to extend their MOU for a one year term, through June 30, 2014 with minimal changes. For fiscal year 2014/2015, the Fire Unit agreed to a one year contract term that included no wage increase and a small increase of the City's capped health insurance premium contribution towards health insurance premiums.
Present Situation

The relevant amendments under the successor MOU for the Fire Unit are summarized as follows:

1. MOU Contract Term for one year - July 1, 2015 through June 30, 2016;
2. 2% cost of living adjustment (COLA) base pay increase effective the first full pay period after Council approval, consistent with the City’s L-RFP (MOU Section 15.9);
3. City contribution towards health insurance - the City has agreed to a small increase to the City’s capped health insurance premium contribution towards employee health insurance premiums effective the first full pay period after Council approval as shown below (MOU Section 14.1 (c)).
   - $11 per month for Employee Only;
   - $19 per month for Employee plus 1 Dependent; and
   - $26 per month for Employee plus 2 or more Dependents;

This reflects a 2% increase in City contribution, consistent with the City’s L-RFP.

4. Health Insurance - Fire Unit has agreed to a reopener clause to meet and confer upon City’s request regarding proposals related to City sponsored medical plans and implementation of the Affordable Care Act (ACA) (MOU Section 14.0);
5. CalPERS 20516 Cost Sharing - The parties agree to continue CalPERS cost sharing, whereby the employee’s pay 9% towards the employer contribution, and the City pays 9% towards the employee contribution (MOU Section 13.1 (f));
6. Uniform Allowance - The City has agreed to increase the annual uniform allowance by $100 for all Fire Unit Members, from $600 per year to $700 per year (MOU Section 13.8);
7. For this contract term ending June 30, 2016, the City agrees to redirect part of the Health Reimbursement Account (HRA) City contribution (equal to 1% of employee’s base pay) towards the cost of other Fire Unit member benefits (MOU Section 14.3). The HRA City contribution will be reduced to 0.29%, while the remaining 0.71% will be re-allocated as follows:
   - 0.20% will be re-allocated towards keeping four (4) remaining Fire Unit members at the Tier Two Grandfathered Longevity Rate (22 year) of 8.75% (versus the reduced rate of 4.75% effective July 1, 2012); and
   - 0.51% will be re-allocated towards an additional $250 for annual uniform allowance for all Fire Unit members; this additional uniform allowance results in a total of $950 annual uniform allowance for this contract term;
8. Elimination of obsolete language and other language cleanup changes.

FINANCIAL SUMMARY

The cost for the 2% COLA beginning August 1, 2015 is $459,000, of which $387,000 is a General Fund cost.
The cost for the health contribution increase is approximately $46,000 annually of which $39,000 is a General Fund cost.

The cost for the City’s increase of $100 per year for uniform allowance is $28,000 of which $24,000 is a General Fund cost.

It is cost neutral for the City to redirect part of the 1% HRA City contribution towards other Fire Unit member benefits. The 1% HRA City cost for FY 2015/2016 is $139,000. Reducing the HRA contribution to 0.29% will reduce the annual cost to $40,000. Redirecting 0.20% of the HRA towards the Tier Two Grandfathered Longevity Pay for four (4) members represents a total of $26,000, and the 0.51% redirected towards additional uniform allowance represents $71,000.

Funding for the 2% COLA and health contribution increase was planned in the L-RFP and additional budget will need to be appropriated from existing fund balances in FY 2015/2016 for the costs associated with this MOU. The additional cost for Fire Unit member salary and benefits associated with this MOU will be distributed between three (3) City funds as follows:

General Fund $445,000
Development Services $ 15,000
Measure W Public Safety Tax $ 80,000

The above total for salary and benefit changes result in an additional City cost of $7,000 due to the August 1, 2015 implementation date of the HRA contribution redirection in conjunction with the full year of increased uniform allowance; however, due to the COLA and health contribution increases also being implemented August 1, 2015, and not for the full fiscal year, these cost savings outweigh any additional cost due to the mid-year implementation of the HRA redirection changes.

The recommendation authorizes the City Manager to appropriate these funds in the employee services accounts in the respective funds.

Attachment A - Fire Unit MOU - redlined
Resolution No. 2015-07-21-1209

STOCKTON CITY COUNCIL


The Director of Human Resources, in her capacity as the Employee Relations Officer, along with the negotiating team, met and conferred with officials of the Stockton Firefighters’ Local 456 Fire Unit, and reached a tentative agreement for a successor Memorandum of Understanding, and reduced the agreement to writing. The employee unit ratified the agreement on July 13, 2015, 2015, by a majority vote of the members; and

The City of Stockton and the Fire Unit, have in good faith completed their meet and confer obligation regarding the successor Memorandum of Understanding; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The Memorandum of Understanding between the City of Stockton and the Fire Unit, attached hereto as Exhibit 1 and made part hereof by this reference, is hereby approved and adopted.

2. The City Manager is hereby authorized and directed to execute the Memorandum of Understanding to be effective July 1, 2015.

3. The City’s annual budget for Fiscal Year 2015/2016 shall hereby be amended to appropriate additional funds to the General Fund budget, as necessary to carry out the intent of this agreement.
4. The City Manager and the Employee Relations Officer are authorized to take whatever actions are appropriate and necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED July 21, 2015

[Signature]

ANTHONY SILVA, Mayor
of the City of Stockton

ATTEST:

[Signature]

BONNIE PAIGE
City Clerk of the City of Stockton
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2015– JUNE 30, 2016

CITY OF STOCKTON

FIRE UNIT
MEMORANDUM OF UNDERSTANDING

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer employee relations of such employees.

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

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned regarding wages, hours, and other terms and conditions of employment for the period commencing July 1, 2015 and ending on June 30, 2016. This agreement shall supersede all other existing agreements on the matters set forth herein.
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2015—JUNE 30, 2016

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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, hereafter 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 Union Recognition

The Stockton Firefighters' Local 456 (formerly Local 1229), International Association of Firefighters, hereafter referred to as the "Union," is the recognized employee organization for the Firefighters' Unit ("Fire Unit"), certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.
SECTION 2. UNION SECURITY

2.1 Dues Deduction

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

(1) Payroll deductions shall be for a specified amount, consistent for all employee-members of the Union, and shall not include fines and fees.

(2) Authorization, cancellation, or modification of payroll deductions shall be made upon forms provided or approved by the City. The payroll deduction authorized shall remain in effect until:

A. Canceled or modified by the employee through written notice to the City; or

B. The first day of the calendar month following the employee’s transfer to a position represented by another employee organization; or

C. The employee terminates his or her employment with the City.

(3) Additional authorization shall not be required for deduction of increased membership dues when such increase has been duly approved by the membership of the Union. Notification of such approval shall be forwarded to the City in the form of written notice on official Union letterhead and signed by the Union President or other duly authorized Union official. Upon receipt of notification, the City shall authorize the payroll deduction of the increased amount.

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

(5) In addition to the deduction of dues, the City will deduct from the paychecks of Union members who request it, premiums for group insurance and investment plans sponsored by the Union. Such deductions shall be made in one lump sum and only upon receipt of a signed authorization from the employee on a form that is satisfactory to the City. Such deductions shall be payable to the Union who is responsible for distribution to sponsored programs.
(6) 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 from future earnings to cover that pay period nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other required deductions shall have priority over the employee organization deduction.

b. **Indemnity and Refund.** The Union shall indemnify, defend, and hold the City harmless against any claim made or any suit initiated against the City in connection with or as a result of any employee-authorized deduction and/or payment of Union dues or premiums for benefits. In addition, upon presentation of supporting evidence, the Union shall refund to the City any amounts paid to it in error.

2.2 **Use of City Facilities**

a. The Union 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 Union 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 Union shall give notice to the Fire Chief or the Fire Chief's designated representative when contacting Department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Union business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with the Fire Chief or the Fire Chief's designated representative and when made shall continue until revoked by the Fire Chief.

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

d. Members of the Union are prohibited from using City equipment and/or time for their personal use.
2.3 Advance Notice

a. Except in cases of emergency, the Union shall be given reasonable advance written notice of the proposed change to any ordinance, resolution, rule, or regulation to be adopted by the City that relates to matters within the scope of representation and shall be given the opportunity to negotiate, if requested, with the management representatives designated by the City Manager.

b. In cases of emergency which constitute an imminent threat to the City's financial and/or other resources, the City may immediately implement any emergency measures the City deems necessary to prevent the public business and/or the City's operations from being financially or otherwise impaired and deal with the emergency at hand. At the earliest practicable date thereafter, the Union shall be provided with the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representatives designated by the City Manager.

2.4 Attendance At Meetings By Employees/Release Time

Release Time Related to Meet and Confer. City employees who are official representatives of the Union shall be given reasonable time off with pay, in accordance with the MMBA, to attend meetings with City management representatives where matters within the scope of representation or grievances related to this unit are being considered. The use of official release time for this purpose shall be reasonable and shall not interfere, as determined by the City, with the performance of City services. Such employee representatives shall request an excused absence, prior to the scheduled meeting, whenever possible. Except by mutual agreement, the number of employees excused for release time related to meeting with City management on meet and confer and grievance matters shall not exceed three (3) per recognized bargaining unit.
SECTION 3. COMPLIANCE WITH LAWS

3.1 Non-Discrimination/Equal Employment

The City and the Union agree that there shall be no discrimination of any kind on the basis of age (over 40), race, creed, color, religion, national origin (ancestry), veterans status, physical or mental disability, marital status, sex (sexual, gender based, pregnancy/childbirth), sexual orientation, political affiliation, legitimate Union activity, or on any other basis prohibited by applicable federal and State law against any employee or applicant for employment. In addition, the Union shall cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.

3.2 Concerted Labor Activity

a. Employees covered by this Memorandum will have the right to join and to participate in the activities of the Union for purposes representation under the MMBA, and will also have the right to refrain from participation of any such activities.

b. Employees covered by this Memorandum have the right to be free from interference, intimidation, restraint, coercion, discrimination or reprisal for protected concerted labor activity, under the MMBA.

c. Peaceful Performance of MOU. Employees are free from participating in protected activities or refraining from protected activities. Employees covered in this MOU shall not engage in concerted activity in violation of the MMBA.
SECTION 4. PROBATION

4.1 Purpose

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

4.2 Original Entrance Positions

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

4.3 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, 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 is desired. During the probationary period an employee may be rejected at any time by the appointing authority.

4.4 Promotional Positions

All promotional Fire Department appointments shall be subject to a probationary period of twelve (12) months. The probationary period for Fire Department promotional positions shall not be extended.
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SECTION 5. LAYOFF

Any employee may be laid off by the appointing authority in the event of the abolition of his/her position by the City Council or if a shortage of work or funds requires a reduction in personnel. The appointing authority shall have the power to determine, after consideration of work requirements and the efficiency and conduct of individual employees and their length of service, the order in which employees shall be laid off.

5.1 Layoff Scope

a. Layoffs shall be within departments of the City.

b. The departments of the City are defined as follows:

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

5.2 Notice Of Layoff

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

5.3 Precedence By Employment Status

a. 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, as listed in ascending order:

(1) Extra Help
(2) Provisional
(3) Temporary
(4) Probationary

b. Layoffs shall be by job classification according to the length of time served in that class with the employee having the least amount of time served in the class to be laid off first. For the purpose of this procedure, part time classes shall be considered as separate from and shall be laid off prior to regular full time classes. The following provisions shall apply in computing total continuous service:

(1) Time spent on military leave shall count as service if the leave was taken subsequent to entry in the Department.

(2) Time worked in an extra help, seasonal, provisional, temporary, grant, or other limited term status shall not count as service for any other class.

(3) Time worked in a permanent or probationary status shall count as service time.

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

5.4 Employee Options

a. Employees laid off shall have the following choices:

(1) 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 (total service) seniority. This option shall be exercised before any other option.

(2) 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 (total service) seniority.
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TERM: JULY 1, 2015– JUNE 30, 2016

SECTION 6. REEMPLOYMENT

a. When an employee with classified service whose performance evaluation conducted by the employing department reflects that the employee is performing duties satisfactorily is laid off due to lack of funds or their position is abolished or on authorized leave of absence and is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the employee in the appropriate class to be placed on the reemployment list.

b. As provided below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment thereafter when vacancies occur.

   (1) Laid off employees who separate from City of Stockton employment will be placed on the reemployment list for two (2) years.

   (2) An employee who receive a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee demoted, as provided for above, and remain on the list as long as the employee remains an employee of the City or only for a period of two (2) years from the date of separation due to the layoff, whichever is longer, or until the employee declines appointment to the position. The reemployment rights granted by this subsection (b) are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

c. The reemployment list for any class shall be established by a Civil Service resolution, as needed. 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." An employee who waives reemployment three times shall have his/her name removed from the reemployment list, unless mutually agreed to by the Department and employee.

d. If the above listed changes require Civil Service approval, the Association agrees to not object to the changes in duration of reemployment lists consistent with this section.
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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, 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 receipt of written notification of the action. Such filing will foreclose the use of the grievance procedure.

c. File a grievance as provided for in Section 8.2, below, within ten (10) business days of receipt of written notification of the action.

If the employee fails to do “b” or “c,” above, within the prescribed time frames, those rights will have been waived.
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, regulations, and resolutions 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

a. No grievance involving demotion, suspension, discharge, or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the time the affected employee received written notification of such action.

b. For purposes of filing appeals and grievances, business days include City of Stockton Office Hours according to the City Wide calendar published each year.

8.3 Grievance Processing

a. Step 1 - Departmental Review. Any employee who believes that he/she has a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit his/her grievance directly to the Union's recognized representative, the procedures set forth in Step 2, below, may be invoked.

b. Step 2 - Director of Human Resources Review. Any employee or any official of the Union may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have twenty (20) working 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 (2) 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 that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be
in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

d. Step 4 - Arbitration. If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

e. Effect of Decision. Decisions of arbitrators on matters properly before them shall be final and binding on the parties, except as otherwise provided herein.

8.4 Scope of Arbitration

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

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

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

8.5 Other Provisions

a. If the Director of Human Resources or the City Manager, in pursuance of the procedures outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the
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action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if the arbitrator finds that the City had such right, he/she may not order reinstatement and may not assess any penalty upon the City.

b. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints that allege the employee is not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process, and if not detailed in the MOU which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

c. 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 that would abrogate any power which, under the City Charter, may be within the sole province and discretion of the Civil Service Commission.

d. All grievances of employees in representation units represented by the Union shall be processed under this section. If the City Charter requires that another option be available to the employee, no action under paragraph “d” of subsection 8.3, above, shall be taken unless it is determined that the employee is not availing himself/herself of such option.

e. No action under paragraph “d” of subsection 8.3, above, shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

f. If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.
9.1 **Vacation Leave**

a. **Accrued Vacation Allowance.** All regular employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave as follows:

(1) 40 hour workweek employee:

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5</td>
<td>80</td>
</tr>
<tr>
<td>1.5 - 7.5</td>
<td>108</td>
</tr>
<tr>
<td>7.5 - 15</td>
<td>144</td>
</tr>
<tr>
<td>15 - 25</td>
<td>189</td>
</tr>
<tr>
<td>25 plus</td>
<td>additional 7 hours each year</td>
</tr>
</tbody>
</table>

(2) 56 hour workweek employee:

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5</td>
<td>120</td>
</tr>
<tr>
<td>1.5 - 7.5</td>
<td>162</td>
</tr>
<tr>
<td>7.5 - 15</td>
<td>216</td>
</tr>
<tr>
<td>15 - 25</td>
<td>283.5</td>
</tr>
<tr>
<td>25 plus</td>
<td>additional 10.5 hours each year</td>
</tr>
</tbody>
</table>

b. **Maximum Vacation Accrual.** Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception. Employees shall accrue vacation on a twice-monthly basis.

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

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5</td>
<td>120</td>
</tr>
<tr>
<td>1.5 - 7.5</td>
<td>240</td>
</tr>
<tr>
<td>7.5 - 15</td>
<td>280</td>
</tr>
<tr>
<td>15 - 25</td>
<td>320</td>
</tr>
<tr>
<td>26 years</td>
<td>328</td>
</tr>
<tr>
<td>27 years</td>
<td>336</td>
</tr>
<tr>
<td>28 years</td>
<td>344</td>
</tr>
<tr>
<td>29 years</td>
<td>352</td>
</tr>
<tr>
<td>29 plus</td>
<td>7 hours each additional year</td>
</tr>
</tbody>
</table>
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(2) The maximum number of vacation hours that employees on a 56-hour workweek shall accrue are as follows:

| Under 1.5 years | 300 hours |
| 1.5 – 7.5 years | 360 hours |
| 7.5 – 15 years  | 420 hours |
| 15 – 25 years   | 480 hours |
| 26 years        | 492 hours |
| 27 years        | 504 hours |
| 28 years        | 516 hours |
| 29 years        | 528 hours |
| 28 plus years   | 7 hours each additional year |

c. Longevity Vacation Allowance

(1) Program is eliminated as of July 1, 2011. Employees with accrued longevity allowance positive balances as of June 30, 2011 will have those balances frozen and cashed out upon separation at the employee’s rate of pay on June 30, 2011.

(2) Annual longevity vacation allowance accrual credited on January 1, 2011 shall be reduced by fifty percent (50%).

d. Scheduling

(1) 48/96 Shift Schedule

The 48/96 Shift Schedule for line fire suppression employees shall continue indefinitely with the contingency that the Fire Chief shall retain the ability to discontinue, change or otherwise alter the work schedule consistent with his/her management responsibility to control and direct all Stockton Fire Department’s members and divisions. The following provisions shall apply, as long as the 48/96 Shift Schedule remains in effect:

A. A minimum of four (4) shifts of Accrued Vacation must be scheduled per year. The four (4) shift minimum is not required to be scheduled contiguously.

B. Any Accrued Vacation that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.
e. **Vacation Allowance for Separated Employees.**

An eligible employee separating from City service effective July 1, 2014 for any reason who has unused vacation time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post separation date at no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

9.2 **Sick Leave**

a. **Accrual.** All regular employees on a forty (40) hour a week schedule, except provisional, temporary, and part time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular employees on a fifty-six (56) hour workweek schedule, except provisional, temporary, part-time employees shall accrue sick leave at a rate of twelve (12) hours for each 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.**

(1) Employees are entitled to sick leave pay for those days that the employee would normally have worked, to a maximum of sick leave hours accrued by the employee.

(2) An employee may use sick leave for preventive medical, dental, optical care, and for illness, injury, or exposure to contagious disease, which incapacitates him/her from performing his/her duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, and childbirth and recovery therefrom.

c. **Family Sick Leave.**

(1) Employees may utilize fifty percent (50%) of their annual accrued sick leave to attend to cases of illness or injury in the employee's
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immediate family, except in instances where the employee is on approved FMLA or CFRA leave.

(2) Such leave shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, legal dependent, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

d. Procedures for Requesting and Approving Sick Leave.

(1) The employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the Emergency Communications Division (ECD) at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty. When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request in writing authorization for such sick leave from the Fire Chief prior to such absence.

(2) Before an employee may be paid for the use of accrued sick leave, he/she shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth the dates and hours of absence, the exact reason, and such other information as is necessary for his/her 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 Fire Chief.

e. Doctor's Certificate or Other Proof.

(1) If an employee's illness results in an absence from work for more than two (2) consecutive shifts, a doctor's certificate or other reasonable proof of illness may be required by the Fire Chief.

(2) The Fire Chief or designee 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. In addition, the Fire Chief may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

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 disabiling illness or injury signed by a physician covering the period for which sick leave is claimed.

g. Accessibility and Reporting.

(1) All officers and members of the Department on leave for sickness shall be available by telephone or at their home for consultation with the Fire Chief or the Fire Chief's designee. Exceptions to this rule shall only be made with the permission of the attending physician and Fire Chief.

(2) All officers and members of the Department on leave for sickness for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

h. Return to Duty. Upon availability for return to duty, the employee shall notify the Chief's Operator, or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period. Sick leave may be granted for any period of time approved by the Fire Chief.

i. Payment for Unused Sick Leave for Unit Employees. Effective February 17, 2012, except as set forth below all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees may be eligible to convert unused sick leave for CalPERS service credit at retirement based on the PERS contract provisions applicable to their employment.

j. CalPERS Service Credit for Unused Sick Leave.

Employees shall be eligible for CalPERS service credit for any unused sick leave at retirement not otherwise compensated for in (k) below. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave shall not be eligible for this service credit.

k. Sick Leave Retention Benefit

(1) If, after subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:
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A. Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;

B. Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 35% of its cash value to separating employees between these dates; and

C. Separation after July 1, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 50% of its cash value to separating employees after this date.

D. Service credit for unused sick leave shall be in accordance with PERS regulations.

9.3 Other Leaves With Pay

a. Bereavement Leave.

(1) In the event of a death in the immediate family of an employee, the employee shall, upon his/her request, be granted up to three (3) days bereavement leave with pay and without charge to his/her 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 paragraph, "immediate family" shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

(2) 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 leave upon request, which shall be charged against the employee's accumulated sick leave credits.

b. Court Appearance.

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

(2) Such absences from duty will be compensated for actual hours the employee serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. As a condition of receiving such pay, the employee must remit to the City, within fifteen (15) days after receipt, all fees received, except those specifically allowed for mileage and expenses. The employee shall remit such fees to the City through the employee's department head.

(3) Attendance at court or at a deposition while in an on duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time necessarily involved, shall be considered and paid as hours worked.

(4) Other absences from duty for attendance at court or at depositions shall be without pay.

(5) On-duty employees shall return to work immediately upon release from court.

(6) Attendance at court or at a deposition while in an off duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time, where such travel is to a location outside of San Joaquin County, shall be considered in terms of actual hours spent performing those duties and paid as hours worked.

(7) For the purpose of computing any travel time to be reimbursed by the City in accordance with this section for attendance at court or at a deposition while in an off duty status, such travel time shall be deemed to commence from the San Joaquin County Courthouse.

c. Maternity Leave. Time off the job for pregnancy, childbirth, and related medical conditions will be covered as required by State and federal law and applicable City policy. Employees may use sick leave, leave without pay, annual leave, or a combination of these benefits, depending on the nature of the case and the time medically required to recuperate. Generally, a six (6) week recovery period after delivery is medically indicated.
d. Military Leave.

(1) 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) calendar days in any calendar year.

(2) All regular employees in the service of the City 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 shall be allowed leave of absence without pay for the duration of a national emergency. Except as hereafter stated, said employees shall be reinstated into City service, provided they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

(3) In the case of a probationary employee having served his/her minimum probationary period of eighteen (18) months at the time of induction, it shall be optional with the Fire Chief and the City Manager to grant regular status to said employee before induction.

(4) 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. Following such leave, said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit, as above specified, and shall serve the balance of their probationary period before attaining regular status.

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

9.4 Workers’ Compensation Leave

a. Whenever an employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence, while so disabled, without loss of salary, in lieu of temporary
disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year or until such earlier date as he/she is retired on permanent disability pension.

b. If injury is claimed to be job-related or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician's statement. Otherwise, disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received within three (3) days of the initial absence. The company officer should originate a "Supervisor's Report of Accident" form (Form 78).

(1) Notification to Department. The employee should notify the Chief's Operator or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty.

(2) Accessibility and Reporting.

A. All officers and members of the Department on leave for injury (job-related or non job-related) shall be available at their homes or by telephone for consultation with the Fire Chief or the Fire Chief's designee(s). Exceptions to this rule shall only be made with the permission of the attending physician and the Fire Chief.

B. All officers and members of the Department on leave for injury (job-related or non job-related) for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

(3) Return to Duty. Upon availability for return to duty, employees shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period.

(4) Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related
9.5 Leave of Absence

a. 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 Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

b. All approval authority over leaves of absence exercised by the Fire Chief under this section shall be subject to review by the City Manager, whose ruling shall be final.

c. 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 hereafter.

d. The entitlement to City-paid 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 and dental insurance plans by prepayment of the monthly premium during the authorized leave of absence.

e. Authorized absence without pay that 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/her position by reason of an injury or disease for which he/she 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.

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

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

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

e. 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 the Fire Chief and the City Manager. The request shall set forth the reasons for the request and all other information required for the Fire Chief of the Fire Chief's representative to evaluate the request. Leaves without pay may be canceled by the Fire Department at any time.

9.7 Absence Without Official Leave (AWOL)

a. Denial of Leave Request 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 or City Manager or at the expiration of a leave shall be considered an absence without leave.

b. Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation as approved by the Human Resources Director shall be deemed to have voluntarily resigned from employment with the City.
10.1 Workweek

a. The regularly scheduled workweek for each member of the Fire Unit assigned to fire suppression duties shall average fifty six (56) hours over a twelve (12) week period. The regularly scheduled workweek for each member of the Fire Unit assigned to work in the Department's administrative offices, the Fire Prevention Bureau, or the Division of Training shall be forty (40) hours. Other work periods may be declared by the Fire Chief for some or all members of the Fire Unit when dictated by operational requirements of the Fire Department.

b. All working shifts will commence at 8:00 a.m., with the exception of the employees assigned to work in the Fire Administration Office, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

10.2 Shift Trades

a. Fire Unit employees will be allowed to trade shifts. Shift trade privileges shall be determined and administered by the Fire Chief or the Fire Chief's designee in accordance with Article J, Section 2 of the Fire Department Procedures Manual, which provides for Fire Unit employees to have up to a maximum of nine (9) uncompleted shift trades at any one time and that the period during which shifts are to be traded and paid back shall not exceed twelve (12) months.

b. Employees who have traded their shift with another employee shall not be eligible to work any overtime for the period that would have been their normal work hours.

10.3 Staffing Policy

The City has management rights to determine staffing and the City will comply with applicable CalOSHA laws.
11.1 **Fair Labor Standards Act (FLSA) Agreement**

a. "24-hour shift employees" means fire suppression employees assigned to a Section 7(k) exemption FLSA work schedule.

b. "Day shift employees" means Fire Unit employees assigned to work a conventional 40-hour workweek, such as a Monday through Friday 5/8 work schedule, a 9/80 work schedule, and/or a 4/10 work schedule (e.g. fire prevention, training division, etc.). "Day shift employees" also includes firefighters and fire recruits assigned to the fire training academy.

c. 24-hour shift employees.
   1. Employees currently assigned to a twenty four (24) day work period will be paid overtime rate for hours worked in excess of 182 hours in a 24 day work period.
   2. Premium FLSA Pay. Fire unit employees on a 7(k) exemption work schedule currently receive 3.16 hours per pay period for Premium FLSA Pay to compensate for 10 hours of scheduled overtime between the FLSA maximum of 182 and 192 hours in a 24 day work period.

d. For Day Shift employees, overtime shall be paid at the rate of time and one half (1-1/2) for all hours of actual time worked in excess of forty (40) hours in a seven (7) day work period.

e. Hours worked shall include all actual time worked. Holiday hours taken and observed holidays where the City is closed shall be considered as time worked for unit employees in Administrative assignments where holidays are observed only. Sick leave, vacation, or other time taken as compensated time off shall not be considered as actual time worked.

f. Work Out of Classification. Employees assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which the employee does not hold a permanent appointment.

g. Training Time. The time spent by an employee for job-related training in which
participation is required by the City as a condition of continued employment shall be considered as hours worked. Said training time shall be viewed as hours worked in lieu of the employee's normally scheduled shifts for that period. Employees shall participate in such training programs during their normally scheduled hours of work when provided by the City during those hours, unless there is a particular hardship or schedule conflict which precludes the employee's attendance, in which event approval to obtain such training during off-duty hours must be requested and obtained in advance from the Fire Chief or the Fire Chief's designated representative.

h. Rank for Rank Relief. In providing relief, Fire Unit employees may work in a rank lower than the rank which they currently hold, but may not provide relief by working in a rank above their current rank, except in extraordinary circumstances.

i. Continuing Education for Paramedics. Upon prior approval of the Fire Chief the City will compensate members of the Fire Unit at their straight time rate for time spent, in an off-duty status, in continuing education necessary to maintain their certification, up to twenty-four (24) hours or less in a 2 year certification period.

j. Conflict Resolution. The City and the Union will cooperate with each other to promptly resolve any disagreement that may arise during the term of this MOU regarding compliance with the FLSA. Any dispute involving the interpretation or application of the FLSA may be referred to the City Manager by the complaining party or by the Director of Human Resources. Such referral will be in writing, detailing the specific issue(s) involved in the referral together with a statement of the resolution desired. The City Manager will designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

k. Calculation of Pay While in Fire Academy. While enrolled in the Fire Academy, newly appointed firefighters shall have their pay calculated on a 40-hour work week and overtime shall be paid in accordance with 11.1(f) above (this will not include FLSA pay based on a 56-hour work week as a Paramedic add pay be due).
11.2 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 in excess of their normal work schedule.

b. **Use.** Such compensatory time must be taken during the same work period in which it is earned in accordance with 11.1 above. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief’s designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that he/she is unable to take accrued compensatory time during the day work period in which it is earned, pay for such time shall be provided at straight time or time and one half (1-1/2) depending upon the number of hours worked by the employee during the work period consistent with 11.1 above.

c. **Department Policy.** Compensatory time for sworn 40-hour personnel shall be provided in accordance with the Department's Policy and Procedures, Article J, Section 3B.
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SECTION 12. HOLIDAYS

a. Employees shall receive the following holidays on full pay not to exceed eight (8) hours for any one (1) holiday, unless otherwise provided in this section. The City observes the following holidays on the dates indicated:

(1) New Year’s Day (January 1)
(2) Martin Luther King’s Birthday (Third Monday in January)
(3) Lincoln’s Birthday (Second Monday in February)
(4) Washington’s Birthday (Third Monday in February)
(5) Cesar Chavez Day (March 31)
(6) Memorial Day (Last Monday in May)
(7) Independence Day (July 4)
(8) Labor Day (First Monday in September)
(9) Columbus Day (Second Monday in October)
(10) Veterans’ Day (November 11)
(11) Thanksgiving (Fourth Thursday in November)
(12) The day following Thanksgiving (Fourth Friday in November)
(13) Christmas Day (December 25)

b. Effective August 1, 2011, a new salary range for forty (40) hour administrative positions in this unit will be established that will be 5.75% lower than the salary range for fifty-six (56) hour employees as reflected in the City’s Salary Schedule as of March 31, 2011.

c. Effective August 1, 2011, the differential for Administrative Captain and Other Administrative Positions in section 13.12 and 13.14 will be increased by the 6.34%.

d. Except for employees in administrative assignments who observe holidays, employees in this bargaining unit receive the dollar value of the holidays listed above (as noted in their salary ranges) in lieu of observing holidays. Effective July 1, 2012 the salary ranges for employees, excluding those in administrative assignments, shall have their salary ranges reduced by the value of the one holiday which the parties agree is 0.41%.

e. For employees on the 9/80 alternative work schedule, employees may shift their work schedule so that their 8 hour day falls on the designated holiday with the approval of their supervisor.
13.1 **Public Employee Retirement System Benefits for Unit Employees hired on or before June 30, 2011**

The City participates in the California Public Employees’ Retirement System (PERS) and shall provide the Union’s members hired on or before June 30, 2011 with the following retirement benefits in accordance with state law and the agreement between the City and PERS.

a. **Retirement Contribution Supplement.** The City contributes an amount equal to nine percent (9.0%) of the employee’s current base salary and other compensation as qualified by State law toward PERS benefits. Such amounts will be applied to the employee’s individual account in accordance with Government Code section 20691.

b. **Military Service Credit.** The City will make application to PERS to provide for military service pursuant to the provisions of Government Code section 21024 (formerly 20930.3), at the employee’s expense, effective upon adoption by the Stockton City Council and PERS Administration Board.

c. **Employee Contributions.**

(1) In accordance with Government Code section 20692 (formerly 20615.5, Employer Paid Member Contributions as Compensation), employees, at the beginning of their last year of employment, will pay their nine percent (9.0%) employee contribution through an automatic payroll deduction. The base salary for those employees will be increased by that same nine percent (9.0%) for the last twelve (12) months of employment (IRS Code § 414H(2) will be concurrently implemented with the PERS amendment).

(2) Effective August 1, 2011, employees hired on or before June 30, 2011 shall pay nine percent (9%) of the employee’s current base salary (employee contribution) and other compensation as qualified by state law towards the Public Employees’ Retirement System (PERS) towards employer’s share of cost for PERS pension on a post-tax basis in the form of a payroll deduction. The City will seek an IRS private letter ruling to determine whether or not the IRS permits the employee’s contribution to the employer’s share of pension cost to be treated on a pre-tax basis. If the IRS issues a private letter ruling allowing employee’s contribution toward employer pension cost on a pre-tax basis, the City will change the deduction from post-tax to pre-
tax as soon as administratively possible after the IRS final determination. Additionally, the City will work with PERS to determine whether or not PERS will allow a contract amendment per Section 20516 to allow an employee contribution in the amount of 9% of the employee's current base salary (employee contribution) and other compensation as qualified by PERS towards the employer's share of cost for PERS pension on a pre-tax basis. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 9% and/or some or all of the contributions sunset at specific time in the future, the parties agree that the City shall deduct the percentage up to 9% not covered by the PERS amendment process through a payroll reduction.

d. Three Percent At Age 50 Retirement Benefits. As soon as possible following the City and Union's execution of this MOU, the City shall make application with PERS to provide Government Code section 21362.2 (3.0% at age 50) benefits, with the benefit to be effective for Union's members on December 16, 2001, or following the approval and adoption by the Stockton City Council and PERS Board of Administration, if after December 16, 2001.

e. Additional PERS Benefits.

(1) The following PERS benefits shall remain in effect during the term of this MOU: Sick Leave Conversion (Government Code section 20965), Survivor Benefit Level 4 (Government Code section 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code section 21635), and Continuation of Death Benefits After Remarriage (Government Code section 21551).

(2) The Union shall have such other PERS benefits as set forth in the agreement between the City and PERS as of the date of execution of this MOU.

f. PERS 20516 Cost Sharing for the Employer's Pick up of the Employee's 9% PERS Contribution. The union has proposed utilizing the 20516 PERS cost sharing amendment variable contribution provision for employees to pay share of the employer statutory costs up to a maximum of 14.138%. The union proposes that through the cost share they are to pay 9% towards Employer's required PERS contribution.

1) Cost Sharing for the Employer's Pick-up of the Employee's 9% PERS Contribution.
The Union proposes to cost share an employee contribution in the amount of 9% of the employee's current base salary (employee contribution) and other compensation as qualified by PERS towards the employer's share of cost for PERS pension on a pre-tax basis. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 9% and/or some or all of the contributions sunset at specific time in the future, the parties agree that the City shall deduct the percentage up to 9% not covered by the PERS amendment process through a payroll reduction as provided for in 13.1.c above. If during the term of this agreement legislation is enacted and becomes effective during the term of this agreement requiring employees under the PERS retirement system to pay all or part of the employees share of retirement thus reducing or eliminating EPMC, the parties agree that as soon as administratively possible consistent with PERS regulations to convert the employee's contribution to the employers' share under this 20516 cost share contract amendment to the employee share towards retirement for the percentage required by the new legislation.

13.2 Public Employee Retirement System Benefits for Unit Employees hired on or after July 1, 2011

The City will contract with PERS to provide a new second tier retirement program of 3% at 55 with three year average salary formula and no other additional PERS enhanced benefits except for those statutorily required for employees hired on or after July 1, 2011 or as soon as administratively possible. Effective July 1, 2011, all employees shall pay 9% of the employees' current base salary towards the employee's contribution towards PERS and any other compensation as qualified by state law towards PERS retirement benefits through a payroll deduction. Employees under the 3% at 55 retirement tier are not subject to the PER 20516 Cost Sharing provisions in 13.1 above.

13.3 Public Employee Retirement System Benefits for Employees hired on or after January 1, 2013

a. Employees with Reciprocity

Employees hired on or after January 1, 2013, who had service under another CalPERS agency or public retirement system with reciprocity prior to January 1, 2013, and a break in service of less than 6 months and consider legacy employees by PERS AB 340, shall be subject to the PERS pension formula of 3@55 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay the employee's statutory employee's contribution for these benefits of 9%
13.4 Certification Incentive Pay

a. The City will pay three percent (3.0%) of the top step of rank for sworn Fire Unit employees who attain an Intermediate Certificate.

b. The City will pay five percent (5.0%) of the top step rank for sworn Fire Unit employees who attain an Advanced Certificate.

13.5 HAZ/MAT Assignment

The City shall pay five percent (5.0%) of the top step of rank for sworn Fire Unit employees actively assigned to the HAZ/MAT response team. This section applies to a total certified and assigned complement of twelve (12) employees.

13.6 EMT Certification

a. It is the policy of the Stockton fire Department that all sworn employees assigned to line fire suppression activities and working in the rank of Battalion Chief and below shall maintain a current San Joaquin County Emergency Medical Technician ("EMT") certification or face disciplinary procedures detailed below.

b. Each member shall secure EMT certification within one year of commencement of employment and maintain that certification throughout his/her career while assigned to line fire suppression activities. In the event a new member does not have EMT certification upon employment, the member shall be provided Emergency Aid Responder ("EAR") training and certification by the Department's Division of Training prior to being placed on line.

c. All periodic re-certifications of EMT certification shall be prepared for and executed during on-duty training sessions conducted by the Division of Training. If a member fails to re-certify after one attempt, the Division of
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Training shall provide additional resources to assist the member to prepare for a second attempt at re-certification in accordance with State regulations. The Division of Training's resources will include the following: study guides, textbooks, remedial lectures on deficiencies, and a list of local courses offered by other agencies. If the member fails the second attempt of the member's EMT certification expires, the member must obtain EAR certification, which shall comply with State law. The non-EMT member will be provided EAR training and certification by the Division of Training prior to assignment to line fire suppression activities.

d. Members whose certification lapses shall have 18 months to complete an EMT re-certification process. During this time frame, the member shall not trade shifts or work overtime without permission of the Fire Chief. The member shall be reduced one pay grade until EMT re-certification is achieved.

e. A member may attempt re-certification at any time and from any jurisdiction within the State of California. If the member fails to either (1) regain EMT certification within the eighteen month "correction period" or (2) fails to obtain EAR certification within 30 days of loss of EMT certification, the City may take appropriate disciplinary action pursuant to Rule XII of the Stockton Civil Service Rules and Regulations for Police and Fire Employees, up to and including termination.

f. Any disputes that result from this agreement shall be handled in accordance with the current MOU grievance procedures.

13.7 Paramedic Certification

a. The City shall pay Fire Unit employees who are assigned to Paramedic duties and possess a valid Paramedic certificate as follows:

(1) Paramedic Firefighter Step I: Six percent (6.0%) above top step of current applicable rank.
(2) Paramedic Firefighter Step III: Eight and one-half percent (8.5%) above top step of current applicable rank.
(3) Paramedic Firefighter Step V: Nine percent (9%) above top step of current applicable rank.
(4) Paramedic Engineer: Six percent (6.0%) above Engineer top step.
(5) Paramedic Fire Captain: Six percent (6.0%) above Fire Captain top step.
13.8 Uniform Allowance

Employees in this unit shall receive a uniform allowance in the amount of seven hundred dollars ($700.00). One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October. Effective after adoption of this MOU, the City agrees to redirect City HRA contributions under section 14.3, increasing the uniform allowance an additional $250, for a total of nine hundred fifty dollars ($950) through the term of this MOU ending June 30, 2016.

13.9 Contagious Disease

The City shall make available, at no cost to the employee, screenings for all strains of hepatitis, hepatitis B vaccinations, and shall monitor employees’ exposure to tuberculosis.

13.10 Acting Pay

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

13.11 Call-Back Pay

a. An employee called back to work to assist with a multiple alarm fire or other emergency situation after he/she has worked a scheduled shift and has departed from the work site shall earn three (3) hours of call-back at the regular hourly rate of pay or time and one-half (1-1/2) of his/her regular rate of pay for time worked, whichever is greater.

b. The above provision shall not apply to employees called back due to an operator error that does not result in the employee being assigned for the day or an employee’s participation in official meetings called by authorized personnel of the Stockton Fire Department. In such instances, the employee will be compensated on an hourly basis.

13.12 Tiller Pay

Effective June 30, 2013, Tiller pay for all employees shall be eliminated.

13.13 Deputy Fire Marshal Series

Employees assigned as Deputy Fire Marshals and are designated as administrative positions shall be paid as follows:
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Deputy Fire Marshal I: Two and one-half percent (2.50%) above Firefighter top step
Deputy Fire Marshal II: Five percent (5.0%) above Firefighter top step
Deputy Fire Marshal III: Seven and one-half percent (7.50%) above Firefighter top step
Deputy Fire Marshal IV: Ten percent (10.00%) above Firefighter top step
Fire Captain (FM III): Ten percent (10.00%) above Fire Captain top step

13.14 Fire/Engineer Operator

Employees assigned as Fire/Engineer Operators shall be paid five percent (5%) above the Engineer top step.

13.15 Administrative Positions

a. Administrative Captain. Employees assigned as Administrative Captains shall be paid at a rate that is thirteen point three three percent (13.33%) above the amount paid to Captains assigned to fire suppression duties. Note: The FLSA rate was 3.33% so this rate is not increasing.

b. Administrative Firefighter. Fire Unit employees assigned as an Administrative Firefighter shall be paid at the rate of eight point three three percent (8.33%) of top step of rank of Firefighter with pay increases of two and one-half percent (2.50%) per annum to a maximum of thirteen point three three percent (13.33). Note: The FLSA rate was 3.33% so this rate is not increasing.

c. Administrative Firefighter/Engineer. Fire Unit employees assigned as an Administrative Firefighter/Engineer shall be paid at the rate of eight point three three percent (8.33%) of top step of rank of Firefighter/Engineer with pay increases of two and one-half percent (2.50%) per annum to a maximum of thirteen point three three percent (13.33%). Note: The FLSA rate was 3.33% so this rate is not increasing.

13.16 Longevity Pay

(a) Effective August 1, 2011, Longevity Pay shall be eliminated. However, the City shall grandfather only those employees who were employed on a permanent basis with the City on or before June 30, 2011 as follows:

(1) Effective August 1, 2011 each tier of the Grandfathered longevity pay reflects a reduction by two and a half percent (2-1/2%) of the previous Longevity tiers. For example, employees who had attained 22 years of continuous service and prior to August 1, 2011
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were receiving 11.25% step increase shall effective August 1, 2011 receive the new grandfathered tier two rate of 8.75%. Employees who had attained 15 years of continuous service prior to August 1, 2011 previously receiving an additional 5% shall effective August 1, 2011 receive the new grandfathered tier one rate of 2.5%; while grandfathered employees can move to the next tier upon eligibility until July 1, 2012, effective July 2, 2012 grandfathered employees shall remain frozen at the tier they are in as of July 2, 2012.

(2) Grandfathered Longevity Tier One: For those employees hired on or before June 30, 2011 who by July 1, 2012 have attained fifteen (15) years of continuous employment with the City shall receive an additional two and a half percent (2.5%) of top step pay.

(b) Grandfathered Longevity Tier Two: For those employees hired on or before June 30, 2011 who by July 1, 2012 have attained twenty-two (22) years of continuous employment with the City shall receive an 8.75% increase to the salary step of Firefighter, Firefighter/Engineer, and Fire Captain.

(c) Effective July 1, 2012, the grandfathered longevity tier one rate shall be reduced to one and a quarter (1.25%) percent and the longevity tier two rate shall be reduced to four point seven five (4.75%) percent. Effective the first full pay period after adoption of this MOU, the City agrees to redirect City HRA contributions under section 14.3, for the Fire Unit to buy back the Tier Two longevity pay for four (4) members at the 8.75% rate under section 13.16 (b) above, through the term of this MOU ending June 30, 2016.

13.17 Wellness-Fitness Program

The purpose of the Department’s Wellness-Fitness Program is to develop, promote, enhance and maintain the wellness and fitness of members of the Department. The program will be based upon medical testing guidelines established by the International Association of Fire Fighters (IAFF) Joint-Labor Management Wellness Fitness Initiative.

a. Participation in the Wellness-Fitness Program is mandatory for the programs testing, evaluations, and daily physical training requirements.

b. Annual physicals under the program shall be required. The City will contract with an Occupational Health Provider of its choosing to perform these annual physicals.
c. All information obtained from the medical evaluations is confidential, and the City will only have access to information regarding work restrictions necessary to determine whether appropriate accommodations can be made.

d. Labor and management will continue to collaborate on the Department's Wellness-Fitness Program to enhance and maintain the wellness and fitness of members of the Department.
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SECTION 14. INSURANCE PLANS

14.0 Reopener Clause for Health Insurance

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

14.1 Health Insurance And Related Benefits

a. Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an Employee only, Employee plus One and Employee plus two or more dependents coverage. The City shall offer two or more medical plans to regular employees.

b. Eligibility. Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).

c. City Contribution Towards the Cost of Insurance Programs. Effective the first full pay period after this MOU adoption, the City shall contribute the following:

1. The City shall contribute up to $543.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
2. The City shall contribute up to $988.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.
3. The City shall contribute up to $1,313.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.
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(4) These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City’s monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical/vision/dental to be pre-tax premium conversion.

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

14.2 Retiree Enrollment in City Sponsored Medical Plans

a. An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree’s plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan). However, the City may discontinue the enrollment of retirees in City sponsored medical plans at its discretion as per the City’s Bankruptcy plan of Adjustment. The City does not provide any retiree medical program, allowance, or City contribution for employees.

b. Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retirees.

14.3 Health Reimbursement Arrangement Contribution

The City does not provide any retiree medical program, allowance, or City contribution for employees. As soon as administratively possible the parties agree to establish an Health Reimbursement Arrangement account (HRA) for employees to use for current and future medical expenses and that the City will contribute an amount equal to one percent (1%) of the employee’s current base salary that was previously contributed towards deferred compensation and now shall be directed into an HRA. Effective the first full pay period after adoption of this MOU and through June 30, 2016, the City’s 1% HRA contribution will be reduced to 0.29%, as the City agrees to redirect 0.20% of the HRA (amount of $26,001) towards the cost of the concession buy back of the Tier Two grandfathered longevity add pay for four (4) Fire Unit members under section 13.16 (c), and 0.51% of the HRA (amount of
$70,632) towards an additional $250 for annual uniform allowance for all Fire Unit members under section 13.8.

14.4 **Life Insurance**

Effective July 1, 2012, the City shall provide each employee group term life insurance coverage with a face value of fifty thousand dollars ($50,000.00). In addition, employees shall have the opportunity to purchase additional voluntary life insurance through their union or through the City’s IRS125 vendor.

14.5 **Long Term Disability Insurance**

Effective July 1, 2012, the City shall reduce the base pay of employees in this unit by seventeen dollars ($17.00) per month, and shall instead provide to each bargaining unit member seventeen dollars ($17.00) per month for the purpose of purchasing Long Term Disability Insurance. It is the Union’s responsibility for purchasing such insurance for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.
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SECTION 15. SALARY PLAN

15.1 Salary Ranges

The salary ranges for all employees in this unit shall be as set forth in the City's Salary Schedule. The rates of pay set forth in the City's Salary Schedule represent the standard rates of pay for full time employment for each classification, unless the schedule specifically indicates otherwise. The Salary Schedule on the City of Stockton's Human Resources Site shall provide salary rates for the classifications in the Fire Unit.

15.2 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the minimum salary for the class to which the employee is appointed. When circumstances warrant, the City Manager may approve an entrance salary that is more than the minimum salary for the class. 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 only 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 Salary Step Plan-Sworn Ranks

a. There shall be nine (9) salary steps for the classification of Firefighter. There shall be six (6) salary steps in each range for the classifications of Firefighter/Engineer and Fire Captain.

b. The first step shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first step after receiving the recommendation of the department head. The same provisions shall apply to hourly paid and part-time employees.)

c. If a department head recommends to withhold increases to salary steps two (2) through nine (9) because an employee has not achieved the level of performance required, 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.

d. The second step shall be paid upon the employee’s satisfactory completion of the Fire Academy and upon the written recommendation of the department head.

e. The third step shall be paid upon the satisfactory completion of six (6) months of service at the second step upon the written recommendation of the department head.

f. The fourth step shall be paid upon the satisfactory completion of six (6) months of service at the third step upon the written recommendation of the department head.

g. The fifth step shall be paid upon the satisfactory completion of one (1) year of service at the fourth step upon the written recommendation of the department head.

h. The sixth step shall be paid upon the satisfactory completion of one (1) year of service at the fifth step and written recommendation of the department head.

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

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

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

l. As an exception to the foregoing, employees promoted to the rank of Fire Captain shall be eligible for step increases upon the satisfactory completion of six (6) months’ service in each step of the Fire Captain Salary range. Also, employees holding the rank of Firefighter/Engineer shall be subject to step increase intervals of one (1) year. However, the Firefighter/Engineer rank shall be limited to six (6) salary steps. Regardless of an employee’s length of service, step advancements may be made upon recommendation of the department head, but not above Step No. 6 of the Firefighter/Engineer and Fire Captain Salary ranges, and not above Step No. 9 of the Firefighter salary range.
m. 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.

n. 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.

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

15.5 **Salary Step After Military Leave**

All employees who have been granted 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.

15.6 **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.

15.7 **Salary Step After Promotion or Demotion**

a. When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5.0%) above the current base pay salary on the salary schedule of the current base pay rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. Add pays are not included in the calculation of base salary for the purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit's salary on promotion rules shall apply.

b. 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 rank to which demoted.
15.8 **Salary on Reinstatement**

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

15.9 **Salary Adjustments**

a) Effective upon the first full pay period following ratification of this MOU by the Fire Unit and approval by the City Council on its regular agenda in accordance with the Brown Act, employees will receive a 2% cost of living adjustment (COLA).
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2015– JUNE 30, 2016

SECTION 16. SEPARABILITY OF PROVISIONS

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

SECTION 17. PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

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

b. This MOU shall supersede all existing memoranda of understanding between the City and the Union.

SECTION 18. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring.

SECTION 19. DURATION OF AGREEMENT

All provisions of this MOU shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including June 30, 2016.
SECTION 20. MAINTENANCE OF OPERATIONS

a. It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this MOU, through and inclusive of June 30, 2016, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, 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. In addition, the City may take other action that 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 Union, the City may take such remedial action as it deems appropriate.

d. The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this MOU and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties.
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2015– JUNE 30, 2016

APPENDIX A: City of Stockton’s New Medical Response Squad

Squad Program Structure
This new squad is estimated to consist of two fire suppression personnel who will respond to Emergency Medical Service (Alpha, Bravo Levels) incidents and other low priority needs, as part of their normal duties as a fire suppression employee. The staffing for the unit will be from internal personnel resources with plans to hire two new Fire Fighters in 2014 to fill vacancies created by the squad members. During the initial phase, the primary responsibility of the assigned members will be to respond to those above noted incident types, then accurately and consistently document data from those responses. Additional responsibilities will include supporting greater alarm responses and other duties as assigned.

Pilot Phase
The term of the pilot phase of the medical response squad program will run for approximately an eighteen (18) month from the date of approval by the City Council to allow for proper analysis of utilization trends of the squad as it relates to service activity, days and hours of operation. The Fire Department will evaluate data and best practices from the squad operations, and will determine sustainable long-term squad assignments and potential additional squad staffing to fill service demands. The parties agree that the Union and the Chief and/or the Chief’s designee will meet no less than once a quarter for the duration of the pilot project to review data, receive employee input and best practices data. During the pilot phase, the Fire Chief and/or the Council, in its discretion, may alter or eliminate squad assignments as he deems necessary at any time, with or without notice. However, the City will not make any unilateral changes to items subject to the meet and confer requirements of the Meyers-Milias Brown Act (MMBA).

Staffing Allocation
The pilot squad assignments will be filled with two (2) volunteers selected by the Fire Chief for an initial 90-day assignment according to the below selection process. The pilot squad will always be staffed with at least two fire suppression employees, at least one of whom will be a paramedic. After the pilot squad assignments are filled, shift vacancies on the squad will be filled with a paramedic or EMT of any rank (Fire Fighter, Fire Fighter Engineer, Fire Captain) from fire suppression positions from the relief pool, by partial-shift reassignment of on-duty fire suppression employees, by voluntary overtime, or if necessary as a last resort through mandatory overtime. At the end of the 90-day initial period, assignments will again be filled by the selection process below.
Employee Selection

Employees assigned to the medical squad will serve at the pleasure of the Fire Chief. The staffing of the unit will consist of two (2) fire suppression employees, at least one of whom is a paramedic, from the existing pool of fire suppression employees. Fire Fighters, Fire Fighter Engineers, and Captains are eligible to apply for the assignments. The Fire Chief will select members to be on the squad, according to the following internal selection process:

- Two (2) squad assignments will be posted internally in the Fire Department
- Qualified and interested employees must submit memorandums of interest to the Fire Chief’s Office directly
- Interested employees will be interviewed by the Fire Chief and/or other management representatives
- Selection will be based on employee interview results

Work Period

Individuals assigned to the squad will have a change to their work schedule and work period, which will consist of working four ten hour days per week (a.k.a. 4/10 work schedule), with the defined FLSA work period of Sunday through Saturday each week. Employees will be compensated for a one-half (1/2) hour meal period included in the 10 hour work day. The initial weekly work schedule will be as follows:

<table>
<thead>
<tr>
<th>Days</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Tuesday</td>
<td>08:00 to 18:00</td>
</tr>
<tr>
<td>Thursday - Friday</td>
<td>08:00 to 18:00</td>
</tr>
</tbody>
</table>

Employees assigned to the squad will be departing from the 24 day work period currently assigned to other Fire Fighters working suppression. Overtime for these squad assignments will be paid similar to other 40 hour work week job classifications and pursuant to section 11.1(c) of the Fire Unit MOU which states, “overtime shall be paid at the rate of time and one half (1-1/2) for all hours of actual time worked in excess of forty (40) hours in a seven (7) day work period.”

Salary

The City proposes to keep the employees assigned to the squad on the same salary schedule, and applicable add pay eligibility as the Fire Fighters or Fire Fighter Engineers working fire suppression consistent with the MOU. The City will adjust the hourly rates of those serving on the squad to align with that salary schedule. The City has agreed to continue the 3.16 hours of premium pay each pay period for employees assigned to the squad, pursuant to Section 11.1 (d) of the Fire Unit MOU.
Holiday Pay

Employees working on the squad will remain on the same salary schedule as fire suppression; therefore holiday compensation is already included in their salary.
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2015– JUNE 30, 2016

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on the 13 day of July, 2015 and by an affirmative vote of the Stockton City Council on July 21, 2015. The parties hereto have executed this Memorandum of Understanding this 21 day of July, 2015.

STOCKTON PROFESSIONAL
FIRE FIGHTERS' LOCAL UNION 456,
International Association of Fire Fighters

GREG BIDDLE
President

SCOTT WATKINS
Fire Unit Representative

Approved as to form:
ROSE LAW, APC

By: JOSEPH W. ROSE
Attorney for the Association

City of Stockton

KURT WILSON
City Manager

TERESA ZADROGA-HAASE
Director of Human Resources

Approved as to form:
John Luebberke, City Attorney

By: MARCI A. ARREDONDO
Deputy City Attorney

DANIA TORRES WONG
Negotiator for the City

ATTEST:
BONNIE PAIGE
CITY CLERK

BONNIE PAIGE
City Clerk

CITY OF STOCKTON & STOCKTON PROFESSIONAL FIREFIGHTERS
FIRE UNIT MEMORANDUM OF UNDERSTANDING
CONTRACT ROUTING FORM

CONTRACT INFORMATION

Contract Number: 2015-07-21-1209

Contract Type: (select one)

☐ Original  ☐ Amendment/Renewal/Change Order  ☐ Grant
☐ Subdivision Agreement  ☐ Other 07/01/2015-06/30/2016

Contract Title: 07/01/2015-06/30/2016 FIRE UNIT MOU

Vendor/Other Party: STOCKTON FIRE FIGHTERS' LOCAL 456

Contract Start Date: 07/01/2015  Contract End Date: 06/30/2016  Contract Term: ONE YEAR

COUNCIL APPROVAL REQUIRED? ☑ Yes  ☐ No (provide account # if no)

Council approval required for contracts over $75,000 for FISCAL YEAR: 2015-2016

Approved by Council on: 07/21/2015  Agenda Item No: 2015-07-21-1209  ☑ Copy Attached

REQUIRED DOCUMENTS (The following documents shall be submitted with the signed contract when required):

Business License Required? ☑ Yes  ☐ No  Business License No.

Bonds Required? ☑ Yes  ☐ No

Insurance Required? ☑ Yes  ☐ No

Notary Required? ☑ Yes  ☐ No  Recordation Required? ☑ Yes  ☐ No

Routing Order

1  DEPARTMENT: HUMAN RESOURCES

DEPARTMENT HEAD APPROVAL DEANNA L. SOLINA

Project Mgr: MARISA GUERRERO ext: 7084 Staff:  ext:

Forwarded to: SHERRI ASAKAWA on: 08/13/2015 by:

☑ VENDOR/OTHER PARTY

Signed ( ) originals on:

Forwarded to: on: by:

☑ RISK SERVICES

Insurance approved on: by:  Bonds approved on: by:

Forwarded to: on: by:  RM #:

2  CITY ATTORNEY

Approved as to Form and Content on: 09/1/2015 by: Marci Ricks

Forwarded to: on: 09/3/15 by:

3  CITY MANAGER

Signed by City Manager on: 01/02/15 Forwarded to: City Clerk on: 01/02/15 by: MG.

4  CITY CLERK

City Clerk attested on: 9/3/15 Returned (3) original(s) to dept. on: 9/3/15 by TC

Retained (1) original(s) for City’s file. Hard Copy on file? ☑ Yes  ☐ No  OB # 1763642

5  ORIGINATING DEPARTMENT: HUMAN RESOURCES

Requisition No.  Original sent to vendor on: by:

Copy of contract to be retained by department. Original on file in the Clerk’s office.

Copy of contract sent to Purchasing on: by:

☑ PURCHASING: Purchase Order No. PUR No.
Resolution No. 2016-03-29-1217

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON FIREFIGHTERS' LOCAL 456 FIRE UNIT AND AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO FUND THE SALARY AND BENEFITS ADJUSTMENT

The Director of Human Resources, in her capacity as the Employee Relations Officer, along with the negotiating team, met and conferred with officials of the Stockton Firefighters' Local 456 Fire Unit, and reached a tentative agreement to amend the Memorandum of Understanding, and reduced the agreement to writing. The employee unit agreed to the Memorandum of Understanding Amendment on February 28, 2016; and

The City of Stockton and the Fire Unit, have in good faith completed their meet and confer obligation regarding the Memorandum of Understanding Amendment; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The Memorandum of Understanding Amendment between the City of Stockton and the Fire Unit, attached hereto as Exhibit 1 and made part hereof by this reference, is hereby approved and adopted.

2. The City Manager is hereby authorized and directed to execute the Memorandum of Understanding Amendment to be effective April 1, 2016.

3. The City's annual budget for Fiscal Year 2015/2016 shall hereby be amended to appropriate additional funds to the General Fund budget, as necessary to carry out the intent of this agreement.
4. The City Manager and the Employee Relations Officer are authorized to take whatever actions are appropriate and necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED March 29, 2016

ANTHONY SILVA, Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE
City Clerk of the City of Stockton
AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF STOCKTON AND THE
STOCKTON PROFESSIONAL FIRE FIGHTERS’ LOCAL UNION 456
Amendment to the July 1, 2015 – June 30, 2016 MOU

WHEREAS, the City of Stockton (the “City”) and the Stockton Professional Fire Fighters’ Local 456, International Association of Firefighters (“Fire Unit”) are parties to a Memorandum of Understanding (“MOU”) covering the period of July 1, 2015 through June 30, 2016.

WHEREAS, the parties hereto agree that the following section of the MOU is hereby amended and shall read as follows:

13.5 HAZ/MAT Assignment

The City shall pay five percent (5.0%) of the top step of rank for sworn Fire Unit employees actively assigned to the HAZ/MAT response team. This section applies to a total certified and assigned complement of twenty-one (21) employees. The Fire Chief or his/her designee shall ensure that employees with HAZ/MAT certifications are assigned to backfill vacancies on the HAZ/MAT response team due to events such as vacation or sick leave and that such employees receive the five percent (5.0%) temporary add pay while working the vacant assignment.

All other terms and conditions set forth in the MOU not specifically changed by this Amendment remain unchanged and shall not be affected by this Amendment.
Amendment to the Memorandum of Understanding between the City of Stockton and the Stockton Professional Fire Fighters' Local Union 456 (Fire Unit)
Page 2 of 2

IN WITNESS WHEREOF, this Amendment has been attested to by the City Clerk, the City Seal affixed hereto, and the document subscribed to by the City of Stockton Employee Relations Officer and the duly authorized Representatives for the Fire Unit on the 14th day of April 2016.

STOCKTON PROFESSIONAL
FIRE FIGHTERS’ LOCAL UNION 456,
International Association of Fire Fighters

JAMES KLEIN
President

SCOTT WATKINS
Fire Unit Representative

Approved as to form:
RAINTS LUCIA STERN, PC

TIMOTHY K. TALBOT
Attorney for the Association

City of Stockton

KURT WILSON
City Manager

DEANNA L. SOLINA, ESQ.
Director of Human Resources

Approved as to form:
John Luebberke, City Attorney

By:

MARCI A. ARREDONDO
Deputy City Attorney

By:

ALLYSON HAUCK
Negotiator for the City

ATTEST:
BONNIE PAIGE
CITY CLERK

BONNIE PAIGE
City Clerk
### CONTRACT ROUTING FORM

**Contract Number:** 2015-07-21-1201 NP 1st Amendment

#### CONTRACT TYPE (select one)
- [ ] Original
- [ ] Amendment/Renewal/Change Order
- [ ] Grant
- [ ] Subdivision Agreement
- **Other:** July 1, 2015 - June 30, 2016

#### CONTRACT INFORMATION
- **Contract Amount:** $75,000
- **Contract Title:** 07/01/2015-06/30/2016 FIRE UNIT MOU (AMENDMENT)
- **Vendor/Other Party:** STOCKTON FIRE FIGHTERS' LOCAL 456
- **Contract Start Date:** 07/01/2015
- **Contract End Date:** 06/30/2016
- **Contract Term:** ONE YEAR

#### COUNCIL APPROVAL REQUIRED?
- [ ] Yes
- [ ] No (provide account # if no)

- Council approval required for contracts over $75,000 for FISCAL YEAR: 2015-2016

#### REQUIRED DOCUMENTS
- Business License Required? [ ] Yes [ ] No
- Business License No. 
- Bonds Required? [ ] Yes [ ] No
- Insurance Required? [ ] Yes [ ] No
- Notary Required? [ ] Yes [ ] No
- Recordation Required? [ ] Yes [ ] No

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#### Routing Order

1. **DEPARTMENT:** HUMAN RESOURCES
   - **DEPARTMENT HEAD APPROVAL** DEANNA L. SOLINA
   - **Project Mgr.** MARISA GUERRERO ext: 7584
   - **Staff:** 
   - **Forwarded to:** SHERRI ASAKAWA on: 04/14/2016
   - **by:** 
   - **date:** 04.14.2010

2. **VENDOR/OTHER PARTY**
   - Signed ( ) originals on: 
   - Forwarded to: 
   - by: 

3. **RISK SERVICES**
   - Insurance approved on: 
   - Bonds approved on: 
   - Forwarded to: 
   - by: 
   - RM #: 

4. **CITY ATTORNEY**
   - Approved as to Form and Content on: 4/18/2016
   - Forwarded to: 
   - by: 
   - **date:** 04.19.2016

5. **CITY MANAGER**
   - Signed by City Manager on: 4/26/16
   - Forwarded to: 
   - by: 
   - **date:** 04.26/16

6. **CITY CLERK**
   - City Clerk attested on: 5/21/16
   - Returned (2) original(s) to dept. on: 5/21/16
   - Retained (1) original(s) for City's file. Hard Copy on file? Yes [ ] No [ ]
   - OB #:

7. **ORIGINATING DEPARTMENT:** HUMAN RESOURCES
   - Requisition No. 
   - Original sent to vendor on: 
   - by: 
   - Copy of contract to be retained by department. Original on file in the Clerk's office.
   - Copy of contract sent to Purchasing on: 
   - by: 

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[Signature]

**PURCHASING:** Purchase Order No. 
**PUR No.**
APPROVE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE MID-MANAGEMENT/SUPERVISORY LEVEL UNIT, STOCKTON POLICE MANAGEMENT ASSOCIATION, MODIFICATIONS TO THE UNREPRESENTED MANAGEMENT/CONFIDENTIAL AND LAW EMPLOYEES’ COMPENSATION PLAN, AND AMENDMENTS TO THE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON POLICE OFFICERS’ ASSOCIATION, FIRE UNIT, FIRE SERVICES MANAGEMENT UNIT

RECOMMENDATION

It is recommended that the City Council adopt by resolution the attached successor Memoranda of Understanding (MOU) effective July 1, 2016 through June 30, 2019, amended Unrepresented Compensation Plan, and MOU Amendments with the following groups:

1. Mid-Management/Supervisory Level Unit (B&C);
2. Stockton Police Management Association (SPMA);
3. Unrepresented Management/Confidential and Law Employees’;
4. Stockton Police Officers’ Association (SPOA);
5. Fire Unit; and
6. Fire Services Management

It is further recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of the resolution, including implementation and funding of the successor MOU, Compensation Plan, and MOU Amendments.

Summary

In April 2016, representatives of the City began meeting with labor representatives to discuss successor MOU’s. All bargaining unit MOU’s are set to expire June 30, 2016, and the City and bargaining units desired to negotiate successor MOU’s effective after that expiration. The successor MOU’s presented herein, for B&C and SPMA include a contract term of three (3) years; contain an increase to the City’s health contribution effective July 1, 2016; a 6% cost of living increase adjustment (COLA) to base pay effective July 1, 2016, with no additional COLA’s in the following two years of the contract; vacation cashout option in years 2 and 3 of the contract; $250 per year increase to uniform allowance for SPMA members; and an agreement for SPMA members to pay an additional 3% contribution towards the City’s share of CalPERS contribution in exchange for a 2% increase to their existing P.O.S.T. Management Certificate add pay. Although COLA increases have been restructured to address market conditions, the overall compensation increases are consistent with the City’s Long-Range Financial Plan (L-RFP). Additional compensation adjustments have been negotiated to remedy current recruitment and retention difficulties. All compensation increases have been included in an updated L-RFP as described below, and long-term sustainability remains viable. The ability to address market pressures and maintain fiscal sustainability is due to City Council action.
to set aside funds for Employee Compensation on December 8, 2015, as well as adoption of a new Reserve and Available Fund Balance Policy on March 29, 2016. The City reached a tentative agreement with SPMA on June 6th, and B&C on June 7th, 2016. The City has received notification from both units that their memberships ratified their respective successor MOU’s.

Staff is recommending that the City Council authorize the City Manager to amend the Unrepresented Compensation Plan to provide the SPMA changes to the unrepresented Police Chief and Deputy Police Chiefs for equity purposes to provide similar benefits for all Police Safety personnel. While staff continues to negotiate with the SPOA, and to show that officer retention is a top priority, staff is also recommending that the City Council authorize the City Manager to implement the same health contribution changes effective July 1, 2016, that are before your approval tonight for B&C and SPMA; these health contribution rates are the same changes that were approved by Council on June 7, 2016, for the Stockton City Employees’ Association (SCEA), Trades and Maintenance Unit (T&M), Operations and Maintenance Unit (O&M), Water Supervisory Unit, and unrepresented employees. For equity purposes, staff recommends the health contribution changes also be made to the Fire units while negotiations continue. The successor MOU’s, updated modified Unrepresented Compensation Plan, and MOU Amendments are attached in red-line versions, as Attachments A - F respectively.

DISCUSSION

Background

The City has had substantial fiscal shortfalls over the past several years culminating in the bankruptcy filing in June of 2012. From 2008 through 2013, employee compensation was impacted through salary and benefit concessions, including base pay reductions due to work furlough. On June 26, 2012, the City Council adopted a final budget for FY 2012-13 under the Pendency Plan filed for the bankruptcy proceedings. It also adopted as part of its Pendency Plan changes in compensation and benefits. In July 2012, the City Council adopted successor MOU’s for bargaining units with a term of one year, July 1, 2012 through June 30, 2013. For FY 2013/2014, most bargaining units, including SPMA agreed to a “contract rollover” and amendment to extend their MOU for a one-year term through June 30, 2014, with minimal changes. Employees received no COLA in FY 2013-14 and FY 2014-15. Subsequently, Council approved successor MOU’s for B&C and SPMA effective July 1, 2014 through June 30, 2016. The expiring MOU’s included a 2% COLA that became effective for members in FY 2015-16, and a small increase to the City’s health insurance premium contribution.

Because employee compensation had been reduced or stagnant for several years prior to FY 2015-16, the City’s labor market competitiveness was affected negatively. The lack of competitiveness manifested in recruitment difficulty, increased turnover and retention problems. In June 2015, the City hired a compensation consultant who surveyed City positions and other comparable agencies with regards to base salary and total compensation. Numerous positions City-wide and across all bargaining units were identified as being significantly under market (i.e., more than 6% under market) with regards to base salary. The compensation study also identified that the City was significantly under market with regards to the employer paid health insurance premium contribution. City Council took action on April 12, 2016, to improve and increase the options for health care available to employees. The proposed changes for B&C and SPMA include increases to salary and the City’s contribution for health care and other compensation items to maintain market competitiveness.
These changes are consistent with the MOU’s approved by City Council on June 7, 2016 for SCEA, M, O&M, Water Supervisory Unit and the amended Unrepresented Compensation Plan.

While staff continues negotiations with SPOA, Fire Unit and Fire Services Management unit, the same contributions towards health care are recommended for these units effective July 1, 2016. Staff have had several productive meetings with these units and in an effort to show SPOA that officer retention is a top City Council priority, staff recommend that the health increases be provided to POA. We recommend providing these increases to the fire units as well for equity purposes.

The City Council identified retention and recruitment of employees as a high priority and took action to set aside funds to address market conditions through the adoption of the General Fund Reserve policy on March 29, 2016 and approval of one-time funding for Employee Compensation on December 8, 2015, Resolution No. 2015-12-08-1502.

Present Situation

The relevant amendments under the successor MOU’s, amended Unrepresented Compensation Plan, and MOU Amendments are summarized as follows:

B&C and SPMA:

1. MOU contract term for three (3) years - July 1, 2016 through June 30, 2019;

2. 6% base pay increase (COLA) effective July 1, 2016, consistent with the City’s L-RFP (B&C MOU Section 15.1; SPMA MOU Section 15.1);

3. Vacation Cash Payment Option- This proposal would allow vacation cash payment option/sell-back during the last two fiscal years of the contract term. The vacation cash payment option was available prior to February, 2012. This option will allow employees to cash out up to 40 hours of vacation each year in FY 2017-18 and FY 2018-19, (B&C MOU Section 9.3; SPMA MOU Section 9.1 (d));

4. Overtime - Sick leave, jury duty, and bereavement leave will count as time worked for Fair Labor Standards Act (FLSA) overtime calculation purposes (B&C MOU Section 11.1(b); SPMA MOU Section 11.1(e));

5. Health Insurance - Agreement to a reopener clause to meet and confer upon City’s request regarding proposals related to City sponsored medical plans and implementation of the Affordable Care Act (ACA) (B&C MOU Section 14.0; SPMA MOU Section 14.0);

6. Bi-Weekly Pay Period - Agreement that the City may move to bi-weekly pay as soon as administratively possible (B&C MOU Section 15.13; SPMA MOU Section 15.10);

7. Elimination of obsolete language and other language cleanup changes;

R&C, SPMA, SPOA, Fire Unit, Fire Services Management Unit:

8. City contribution towards health insurance - the City’s capped health insurance premium
contribution would be reset at 90% of the lowest cost Kaiser Plan premiums, effective July 1, 2016; effective FY 2016-17 the City's contribution amount would increase approximately 14% consistent with Council's one-time funding approval (B&C MOU Section 14.1 (c); SPMA MOU Section 14.1(c); SPOA MOU Section 14.1(c); Fire Unit MOU Section 14.1(c); Fire Services Management MOU Section 14.1(c)). The monthly increase in the City's contribution will be:

- $76 per month for Employee Only;
- $136 per month for Employee plus 1 Dependent; and
- $183 per month for Employee plus 2 or more Dependents.

B&C and SPMA:

9. City contribution towards health insurance in FY 2017-18 and FY 2018-19 - the dollar value of the City's health insurance premium contribution will increase by 2% each year respectively, consistent with the City's L-RFP (B&C MOU Section 14.1 (c); SPMA MOU Section 14.1(c));

B&C:

10. Market base salary adjustments implemented over 3 years effective July 1, 2016 (B&C MOU Appendix B);
11. Increase in annual uniform allowance from $900 per year to $950 per year for Property Room Supervisor (B&C MOU Section13.2 (b));

SPMA, Unrepresented Police Chief and Deputy Police Chiefs:

12. Increase in annual uniform allowance from $950 per year to $1,200 per year (SPMA MOU Section 13.2; Unrep Comp Plan Section 13.9);

13. Holiday Compensation - Captains, and unrepresented Police Chief and Deputy Police Chiefs will no longer observe holidays, and may be scheduled to work on holidays; in exchange for eliminating observed holidays, they will receive a 5% holiday in lieu add pay. In return members will use the appropriate number of personal leave hours to cover any holidays when the Police Department Administrative Office is closed (SPMA MOU Section 12.2; Unrep Comp Plan Section 5.4); and

14. PERS contribution pick-up - Members will pay an additional 3% towards the City's PERS contribution, for a total of 12% (SPMA MOU Section 13.1; Unrep Comp Plan 1.5), in exchange for an additional 2% towards P.O.S.T. Management Certificate add pay (SPMA MOU Section 13.6; Unrep Comp Plan Section 13.10 (b)).

FINANCIAL SUMMARY

COLA
The total cost for the 6% COLA beginning July 1, 2016 for B&C and SPMA is $1,318,000 of which $618,000 is a General Fund cost. The table below shows the COLA increase for the 3 years. Funding for an annual 2% COLA was planned in the L-RFP. The additional cost in the first and second years of front-loading a 6% COLA is offset by costs in year three and beyond due to the elimination of the
annual compounding of COLA and there is not a negative effect on the L-RFP. The additional cost to
front load the COLA in the first year will be funded using one-time savings from prior years.

<table>
<thead>
<tr>
<th>Beginning Unit</th>
<th>FY 2016-17</th>
<th>FY 2017-18</th>
<th>FY 2018-19</th>
<th>3 year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>B&amp;C</td>
<td>983,509</td>
<td>983,509</td>
<td>983,509</td>
<td>2,953,527</td>
</tr>
<tr>
<td>SPMA</td>
<td>334,832</td>
<td>334,832</td>
<td>334,832</td>
<td>1,004,496</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>1,318,341</strong></td>
<td><strong>1,318,341</strong></td>
<td><strong>1,318,341</strong></td>
<td><strong>3,958,023</strong></td>
</tr>
</tbody>
</table>

**PERS Contribution Pick-Up and P.O.S.T. Management Certificate add pay increase**
The cost savings to the City for SPMA members and Unrepresented Police Chief, Deputy Police
Chiefs to pick up an additional 3% towards the City’s PERS contribution for the three year term will
be $392,000, and in exchange the members will receive a 2% increase to P.O.S.T. Management
Certificate add pay for a total three year cost of $252,000.

**Market Adjustment**
The total cost for the base salary market adjustments for B&C beginning July 1, 2016 through June
30, 2019 is $164,198. The FY 2016-17 annual cost will be $82,000 of which $46,000 is General
Fund. The table below provides a 3 year impact of the market adjustments for B&C. These market
adjustments were not part of the L-RFP.

<table>
<thead>
<tr>
<th>User Unit</th>
<th>Number of Positions</th>
<th>FY 2016-17</th>
<th>FY 2017-18</th>
<th>FY 2018-19</th>
<th>3 year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>B&amp;C</td>
<td>13</td>
<td>81,607</td>
<td>59,560</td>
<td>23,030</td>
<td>164,198</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>13</strong></td>
<td><strong>81,607</strong></td>
<td><strong>59,560</strong></td>
<td><strong>23,030</strong></td>
<td><strong>164,198</strong></td>
</tr>
</tbody>
</table>

**Holiday Compensation**
Eliminating observed holidays for Captains and Unrepresented Police Chief, Deputy Police Chiefs in
exchange for a 5% holiday in lieu add pay is an annual cost of $113,000 all of which is a General
Fund cost. However, as these personnel request to take certain holidays off and are required to use
personal accrued hours such as vacation, the City will benefit from reducing vacation cashout liability;
for the three years, this vacation liability reduction is a cost savings of approximately $23,000.

**Health Insurance Contribution**
The cost for the health contribution increase beginning July 1, 2016 for B&C, SPMA, SPOA, Fire Unit
and Fire Services Management is $1,416,000 of which $1,137,000, is a General Fund cost. For B&C
and SPMA, the health contribution cost increase for FY 2017-18 is $48,000, and FY 2018-19 is
$49,000, which is a 2% increase from the FY 2016-17 cost, as planned in the L-RFP. The available
fund balance in the City’s Health Internal Service Fund will be used to fund the increased health
contribution for the first two years. After these one-time funds have been exhausted, the ongoing
cost will be absorbed in the operating funds including the General Fund.
Vacation Sell-Back / Cash-out
The City previously allowed the option to sell-back vacation time, or take cash in lieu of time off, prior to February 2012. Discontinuing the sell-back option was necessary to preserve cash during the fiscal crisis. The annual average cost of restoring this benefit for B&C and SPMA is approximately $349,000 of which $173,000 is a General Fund cost. These one-time costs will also be funded from prior year savings and will be made part of the FY 2017-18 and FY 2018-19 annual budgets. However, there could be an offsetting increase in productivity if staff take cash in lieu of time off as the hours worked could increase.

Fair Labor Standards Act (FLSA) Overtime Changes
Counting sick leave, bereavement leave and jury duty leave hours as time worked for FLSA overtime calculation purposes for the three year contract period for B&C and SPMA will be a total cost of approximately $31,000 of which $10,000 is a General Fund cost.

Uniform Allowance Adjustments
The cost for increasing the uniform allowance for B&C, SPMA and the unrepresented police safety positions (Police Chief, Deputy Police Chief) is $10,400 all of which is a General Fund cost.

Prior year savings has enabled the City to direct more funds than previously anticipated toward employee compensation in the near term, and will accelerate the City’s effort to provide compensation consistent with median market levels. This should improve recruitment and retention efforts, and ultimately reduce costs associated with staff turnover. Most of these compensation changes are ongoing costs to the City and have to be sustainable in the long-term. With the approval of these MOU terms, the General Fund available balance will be diminished. If labor negotiations for the remaining bargaining units result in similar compensation adjustments, the General Fund available balance is projected to drop close to the 5% minimum reserve level in FY 2026-27 as shown in the L-RFP chart below. However, Council adopted a new Reserve and Available Fund Balance Policy in March, 2016 and it is estimated that an additional $15 million would be set aside in reserves for economic uncertainties and unforeseen events. Approval of these MOUs establishes a fiscal commitment to fill vacancies and meet existing expectations for service. The City’s ability to direct funds toward other priorities and expand City services will continue to be constrained.
The above MOU terms were not included in the FY 2016-17 Proposed Budget as released on May 16, 2016 because confidential labor negotiations were still underway. The recommended action includes amending the FY 2016-17 Annual Budget to incorporate the cost of these labor changes into the budget in the amounts shown below and in Exhibit 7:

Transfer from GF (010-0000) to Library Fund (041-0000) $ 15,000
Transfer from GF (010-0000) to Recreation Fund (044-0000) $ 40,000
Increase various Salary & Benefit accounts $1,533,853
(Detail by fund provided in Exhibit 7 to the resolution)

Attachment A - B&C MOU - redlined
Attachment B - SPMA MOU - redlined
Attachment C - Unrepresented Compensation Plan - redlined
Attachment D - SPOA MOU Amendment - redlined
Attachment E - Fire Unit MOU Amendment - redlined
Attachment F - Fire Services Management MOU Amendment - redlined
Resolution No. 2016-06-21-1212

STOCKTON CITY COUNCIL


The Director of Human Resources, in her capacity as the Employee Relations Officer, along with the negotiating team, met and conferred with officials of the Mid-Management/Supervisory Level Unit (B&C) and Stockton Police Management Association (SPMA) and reached tentative agreements for successor Memoranda of Understanding and reduced the agreements to writing. The employee units ratified their respective agreements by a majority vote of their members; and

The City of Stockton and B&C, SPMA have in good faith completed their meet and confer obligation regarding their respective successor Memoranda of Understanding. Relevant changes to salary and benefits will also be made to the Unrepresented Management/Confidential and Law Employees’ Compensation Plan; health insurance contribution changes effective July 1, 2016, will be made by approval of the MOU Amendments for SPOA, Fire Unit, and Fire Services Management; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The Memoranda of Understanding between the City of Stockton and B&C, SPMA, amendments to the Unrepresented Compensation Plan, MOU Amendments for SPOA, Fire Unit and Fire Services Management Unit attached hereto as Exhibits 1-6 and made part hereof by this reference, are hereby approved and adopted.

2. The City Manager is hereby authorized and directed to execute the Memoranda of Understandings, amended Unrepresented Compensation Plan to be effective July 1, 2016, and MOU Amendments to be effective upon Council approval.
3. The City Manager is hereby authorized and directed to include appropriate funds in the annual budget for Fiscal Year 2016-2017, as necessary to carry out the intent of the B&C, SPMA agreements, amended Unrepresented Compensation Plan, and MOU Amendments for SPOA, Fire Unit and Fire Services Management as shown in Exhibit 7.

4. The City Manager and the Employee Relations Officer are authorized to take whatever actions are appropriate and necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED June 21, 2016

ANTHONY SILVA, Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE
City Clerk of the City of Stockton

The Director of Human Resources, in her capacity as the Employee Relations Officer, along with the negotiating team, met and conferred with officials of the Fire Unit for a successor Memorandum of Understanding and reduced the agreement to writing. The Fire Unit ratified the agreement by a majority vote of their respective members; and

The City of Stockton and the Fire Unit have in good faith completed their meet and confer obligations regarding the successor Memorandum of Understanding. Relevant changes to compensation will also be made to the Unrepresented Management/Confidential and Law Employees' Compensation Plan; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The Memorandum of Understanding between the City of Stockton and the Fire Unit, amendments to the Unrepresented Compensation Plan attached hereto as Exhibits 1 and 2 and incorporated by this reference, are hereby approved and adopted.

2. The City Manager is hereby authorized and directed to execute the Memorandum of Understanding and Unrepresented Compensation Plan to be effective July 1, 2016.

3. The City Manager is hereby authorized and directed to appropriate additional funds in an amendment to the adopted Fiscal Year 2016-2017 Annual Budget, as necessary to carry out the intent of the Fire Unit agreement and amended Unrepresented Compensation Plan, as shown in Exhibit 3.
4. The City Manager and the Employee Relations Officer are authorized to take whatever actions are appropriate and necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED July 26, 2016

[Signature]

ANTHONY SILVA, Mayor of the City of Stockton

ATTEST:

[Signature]

BONNIE PAIGE
City Clerk of the City of Stockton
## CITY OF LAKEWOOD

### EXHIBIT 3

Budget Amendment for MOU Changes Effective 7/1/16 - Staff Report # 16-2882

<table>
<thead>
<tr>
<th>Fund Number</th>
<th>Fund Name</th>
<th>COLA Increase</th>
<th>Market Adjustment</th>
<th>FLSA Changes</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>010</td>
<td>General Fund</td>
<td>1,456,156</td>
<td>701,467</td>
<td>94,783</td>
<td>2,252,407</td>
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<tr>
<td>048</td>
<td>Development Services</td>
<td>11,895</td>
<td>7,861</td>
<td>774</td>
<td>20,530</td>
</tr>
<tr>
<td>081</td>
<td>Measure W</td>
<td>226,503</td>
<td>72,792</td>
<td>14,743</td>
<td>314,038</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>1,694,554</strong></td>
<td><strong>782,120</strong></td>
<td></td>
<td><strong>110,300</strong></td>
<td><strong>2,586,975</strong></td>
</tr>
</tbody>
</table>
**CONTRACT ROUTING FORM**

**Contract Number: 2011-01-26-1210 P**

(For Clerk's Use)

### CONTRACT TYPE (select one)
- Original
- Amendment/Renewal/Change Order
- Grant
- Subdivision Agreement
- Other

### CONTRACT INFORMATION

<table>
<thead>
<tr>
<th>Contract Amount: $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Title:</th>
<th>Fire Unit Memorandum of Understanding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor/Other Party:</td>
<td>Fire Unit</td>
</tr>
<tr>
<td>Contract Start Date:</td>
<td>07/01/2016</td>
</tr>
<tr>
<td>Contract End Date:</td>
<td>06/30/2019</td>
</tr>
<tr>
<td>Contract Term:</td>
<td>3 years</td>
</tr>
</tbody>
</table>

### COUNCIL APPROVAL REQUIRED?
- Yes
- No

Council approval required for contracts over $75,000 for FISCAL YEAR: 2016-2017

<table>
<thead>
<tr>
<th>Motion/Resolution/Ordinance No:</th>
<th>2016-07-26-1210</th>
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</thead>
<tbody>
<tr>
<td>For Fiscal Year:</td>
<td>2016-2017</td>
</tr>
</tbody>
</table>

### REQUIRED DOCUMENTS

The following documents shall be submitted with the signed contract when required:

<table>
<thead>
<tr>
<th>Business License Required?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business License No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonds Required?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Insurance Required?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Notary Required?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Recordation Required?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

### Routing Order

1. **DEPARTMENT: HUMAN RESOURCES**

   **DEPARTMENT HEAD APPROVAL**
   - By: [Signature]
   - Date: 9/1/16

   **Project Mgr:** M. Guerrero
   - ext: 7584
   - Staff: R. Magline
   - ext: 8629

   **Forwarded to:** M. Arredondo
   - on: 10/1/16
   - by: R. Magline

2. **VENDOR/OTHER PARTY**

   - Signed ( ) originals on:
   - Forwarded to:

3. **RISK SERVICES**

   - Insurance approved on:
   - Bonds approved on:
   - Forwarded to:

4. **CITY ATTORNEY**

   - Approved as to Form and Content on: 10/1/2014
   - By: [Signature]
   - Forwarded to: CITY MANAGER
     - on: 10/11/16
     - by: G. Gilliland

5. **CITY MANAGER**

   - Signed by City Manager on: 10/11/16
   - Forwarded to: CITY CLERK
     - on: 10/11/16
     - by: [Signature]

6. **CITY CLERK**

   - City Clerk attested on: 10/11/16
   - Returned ( ) original(s) to dept. on: 10/17/16
   - Retained ( ) original(s) for City's file. Hard Copy on file? Yes No
   - OB #: 1022636

7. **ORIGINATING DEPARTMENT: HUMAN RESOURCES**

   - Requisition No.
   - Original sent to vendor on:
   - Copy of contract to be retained by department. Original on file in the Clerk's office.
   - Copy of contract sent to Purchasing on:

8. **PURCHASING: Purchase Order No.**

   - PUR No.
CITY OF STOCKTON

FIRE UNIT
MEMORANDUM OF UNDERSTANDING

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer employee relations of such employees.

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

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned regarding wages, hours, and other terms and conditions of employment for the period commencing July 1, 2016 and ending on June 30, 2019. This agreement shall supersede all other existing agreements on the matters set forth herein.
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CITY OF STOCKTON & STOCKTON PROFESSIONAL FIREFIGHTERS
FIRE UNIT MEMORANDUM OF UNDERSTANDING
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2016– JUNE 30, 2019

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CITY OF STOCKTON & STOCKTON PROFESSIONAL FIREFIGHTERS
FIRE UNIT MEMORANDUM OF UNDERSTANDING
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2016– JUNE 30, 2019

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, hereafter 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 Union Recognition

The Stockton Firefighters' Local 456 (formerly Local 1229), International Association of Firefighters, hereafter referred to as the "Union," is the recognized employee organization for the Firefighters' Unit ("Fire Unit"), certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.
2.1 Dues Deduction

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

(1) Payroll deductions shall be for a specified amount, consistent for all employee-members of the Union, and shall not include fines and fees.

(2) Authorization, cancellation, or modification of payroll deductions shall be made upon forms provided or approved by the City. The payroll deduction authorized shall remain in effect until:

A. Canceled or modified by the employee through written notice to the City; or

B. The first day of the calendar month following the employee's transfer to a position represented by another employee organization; or

C. The employee terminates his or her employment with the City.

(3) Additional authorization shall not be required for deduction of increased membership dues when such increase has been duly approved by the membership of the Union. Notification of such approval shall be forwarded to the City in the form of written notice on official Union letterhead and signed by the Union President or other duly authorized Union official. Upon receipt of notification, the City shall authorize the payroll deduction of the increased amount.

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

(5) In addition to the deduction of dues, the City will deduct from the paychecks of Union members who request it, premiums for group insurance and investment plans sponsored by the Union. Such deductions shall be made in one lump sum and only upon receipt of a signed authorization from the employee on a form that is satisfactory to the City. Such deductions shall be payable to the Union who is responsible for distribution to sponsored programs.
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2016– JUNE 30, 2019

(6) 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 from future earnings to cover that pay period nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other required deductions shall have priority over the employee organization deduction.

b. Indemnity and Refund. The Union shall indemnify, defend, and hold the City harmless against any claim made or any suit initiated against the City in connection with or as a result of any employee-authorized deduction and/or payment of Union dues or premiums for benefits. In addition, upon presentation of supporting evidence, the Union shall refund to the City any amounts paid to it in error.

2.2 Use of City Facilities

a. The Union 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 Union 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 Union shall give notice to the Fire Chief or the Fire Chief's designated representative when contacting Department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Union business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with the Fire Chief or the Fire Chief's designated representative and when made shall continue until revoked by the Fire Chief.

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

d. Members of the Union are prohibited from using City equipment and/or time for their personal use.
2.3 **Advance Notice**

a. Except in cases of emergency, the Union shall be given reasonable advance written notice of the proposed change to any ordinance, resolution, rule, or regulation to be adopted by the City that relates to matters within the scope of representation and shall be given the opportunity to negotiate, if requested, with the management representatives designated by the City Manager.

b. In cases of emergency which constitute an imminent threat to the City's financial and/or other resources, the City may immediately implement any emergency measures the City deems necessary to prevent the public business and/or the City's operations from being financially or otherwise impaired and deal with the emergency at hand. At the earliest practicable date thereafter, the Union shall be provided with the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representatives designated by the City Manager.

2.4 **Attendance At Meetings By Employees/Release Time**

**Release Time Related to Meet and Confer.** City employees who are official representatives of the Union shall be given reasonable time off with pay, in accordance with the MMBA, to attend meetings with City management representatives where matters within the scope of representation or grievances related to this unit are being considered. The use of official release time for this purpose shall be reasonable and shall not interfere, as determined by the City, with the performance of City services. Such employee representatives shall request an excused absence, prior to the scheduled meeting, whenever possible. Except by mutual agreement, the number of employees excused for release time related to meeting with City management on meet and confer and grievance matters shall not exceed three (3) per recognized bargaining unit.
SECTION 3. COMPLIANCE WITH LAWS

3.1 Non-Discrimination/Equal Employment

The City and the Union agree that there shall be no discrimination of any kind on the basis of age (over 40), race, creed, color, religion, national origin (ancestry), veterans status, physical or mental disability, marital status, sex (sexual, gender based, pregnancy/childbirth), sexual orientation, political affiliation, legitimate Union activity, or on any other basis prohibited by applicable federal and State law against any employee or applicant for employment. In addition, the Union shall cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.

3.2 Concerted Labor Activity

a. Employees covered by this Memorandum will have the right to join and to participate in the activities of the Union for purposes representation under the MMBA, and will also have the right to refrain from participation of any such activities.

b. Employees covered by this Memorandum have the right to be free from interference, intimidation, restraint, coercion, discrimination or reprisal for protected concerted labor activity, under the MMBA.

c. Peaceful Performance of MOU. Employees are free from participating in protected activities or refraining from protected activities. Employees covered in this MOU shall not engage in concerted activity in violation of the MMBA.
SECTION 4. PROBATION

4.1 Purpose

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

4.2 Original Entrance Positions

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

4.3 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, 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 is desired. During the probationary period an employee may be rejected at any time by the appointing authority.

4.4 Promotional Positions

All promotional Fire Department appointments shall be subject to a probationary period of twelve (12) months. The probationary period for Fire Department promotional positions shall not be extended.
SECTION 5. LAYOFF

Any employee may be laid off by the appointing authority in the event of the abolition of his/her position by the City Council or if a shortage of work or funds requires a reduction in personnel. The appointing authority shall have the power to determine, after consideration of work requirements and the efficiency and conduct of individual employees and their length of service, the order in which employees shall be laid off.

5.1 Layoff Scope

a. Layoffs shall be within departments of the City.

b. The departments of the City are defined as follows:

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

5.2 Notice Of Layoff

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

5.3 Precedence By Employment Status

a. 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, as listed in ascending order:

(1) Extra Help
(2) Provisional
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(3) Temporary
(4) Probationary

b. Layoffs shall be by job classification according to the length of time served in that class with the employee having the least amount of time served in the class to be laid off first. For the purpose of this procedure, part time classes shall be considered as separate from and shall be laid off prior to regular full time classes. The following provisions shall apply in computing total continuous service:

(1) Time spent on military leave shall count as service if the leave was taken subsequent to entry in the Department.

(2) Time worked in an extra help, seasonal, provisional, temporary, grant, or other limited term status shall not count as service for any other class.

(3) Time worked in a permanent or probationary status shall count as service time.

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

5.4 Employee Options

a. Employees laid off shall have the following choices:

(1) 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 (total service) seniority. This option shall be exercised before any other option.

(2) 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 (total service) seniority.
SECTION 6. REEMPLOYMENT

a. When an employee with classified service whose performance evaluation conducted by the employing department reflects that the employee is performing duties satisfactorily is laid off due to lack of funds or their position is abolished or on authorized leave of absence and is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the employee in the appropriate class to be placed on the reemployment list.

b. As provided below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment thereafter when vacancies occur.

(1) Laid off employees who separate from City of Stockton employment will be placed on the reemployment list for two (2) years.

(2) An employee who receive a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee demoted, as provided for above, and remain on the list as long as the employee remains an employee of the City or only for a period of two (2) years from the date of separation due to the layoff, whichever is longer, or until the employee declines appointment to the position. The reemployment rights granted by this subsection (b) are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

c. The reemployment list for any class shall be established by a Civil Service resolution, as needed. 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.” An employee who waives reemployment three times shall have his/her name removed from the reemployment list, unless mutually agreed to by the Department and employee.

d. If the above listed changes require Civil Service approval, the Association agrees to not object to the changes in duration of reemployment lists consistent with this section.
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, the Civil Service Commission Rules and Regulations, and any applicable provisions of law are followed. Such provisions allow the employee discharged, suspended, demoted, or reduced in pay to file an appeal to the Civil Service Commission for such disciplinary action. 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 receipt of written notification of the action. Such filing will foreclose the use of the grievance procedure.

c. File a grievance as provided for in Section 8.2, below, within ten (10) business days of receipt of written notification of the disciplinary action.

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

Lesser forms of disciplinary actions such as written reprimands and transfers for purposes of punishment that do not involve loss of pay may be appealed in accordance with the Fire Department's "FOBR Informal Discipline Appeal Procedure."
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, regulations, and resolutions 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

a. No grievance involving demotion, suspension, discharge, or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the time the affected employee received written notification of such action.

b. For purposes of filing appeals and grievances, business days include City of Stockton Office Hours according to the City Wide calendar published each year.

8.3 Grievance Processing

a. Step 1 - Departmental Review. Any employee who believes that he/she has a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit his/her grievance directly to the Union's recognized representative, the procedures set forth in Step 2, below, may be invoked.

b. Step 2 - Director of Human Resources Review. Any employee or any official of the Union may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have twenty (20) working 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 (2) 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 that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be
in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

d. **Step 4 - Arbitration.** If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

e. **Effect of Decision.** Decisions of arbitrators on matters properly before them shall be final and binding on the parties, except as otherwise provided herein.

### 8.4 Scope of Arbitration

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

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

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

### 8.5 Other Provisions

a. If the Director of Human Resources or the City Manager, in pursuance of the procedures outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the
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action complained of, the arbitrator may not substitute his/her judgment for the judgment of management and if the arbitrator finds that the City had such right, he/she may not order reinstatement and may not assess any penalty upon the City.

b. All complaints alleging that the City is not compensating employees in accordance with the provisions of this MOU shall be filed as grievances directly with the City Manager. Any other matters of compensation are to be resolved in the meeting and conferring process, and if not detailed in the MOU which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than one hundred and eighty (180) days from the date upon which the complaint was filed.

c. The provisions of this section shall not abridge any rights to which an employee may be entitled under the City Charter or Civil Service Rules and Regulations, nor shall it be administered in a manner that would abrogate any power which, under the City Charter, or Civil Service Rules and Regulations may be within the sole province and discretion of the Civil Service Commission.

d. All grievances of employees in representation units represented by the Union shall be processed under this section. If the City Charter or Civil Services Rules and Regulations requires that another option be available to the employee, no action under Section 8.3(d), above, shall be taken unless it is determined that the employee is not utilizing such option.

e. No action under Section 8.3(d), 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.

f. If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award

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SECTION 9. LEAVES

9.1 Vacation Leave

a. **Accrued Vacation Allowance.** All regular employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5 years</td>
<td>80 hours</td>
</tr>
<tr>
<td>1.5 – 7.5 years</td>
<td>108 hours</td>
</tr>
<tr>
<td>7.5 – 15 years</td>
<td>144 hours</td>
</tr>
<tr>
<td>15 – 25 years</td>
<td>189 hours</td>
</tr>
<tr>
<td>25 plus years</td>
<td>additional 7 hours each year</td>
</tr>
</tbody>
</table>

(2) 56 hour workweek employee:

<table>
<thead>
<tr>
<th>Period</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5 years</td>
<td>120 hours</td>
</tr>
<tr>
<td>1.5 – 7.5 years</td>
<td>162 hours</td>
</tr>
<tr>
<td>7.5 – 15 years</td>
<td>216 hours</td>
</tr>
<tr>
<td>15 – 25 years</td>
<td>283.5 hours</td>
</tr>
<tr>
<td>25 plus years</td>
<td>additional 10.5 hours each year</td>
</tr>
</tbody>
</table>

b. **Maximum Vacation Accrual.** Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception. Employees shall accrue vacation on a twice-monthly basis.

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

<table>
<thead>
<tr>
<th>Period</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5 years</td>
<td>120 hours</td>
</tr>
<tr>
<td>1.5 – 7.5 years</td>
<td>240 hours</td>
</tr>
<tr>
<td>7.5 – 15 years</td>
<td>280 hours</td>
</tr>
<tr>
<td>15 – 25 years</td>
<td>320 hours</td>
</tr>
<tr>
<td>26 years</td>
<td>328 hours</td>
</tr>
<tr>
<td>27 years</td>
<td>336 hours</td>
</tr>
<tr>
<td>28 years</td>
<td>344 hours</td>
</tr>
<tr>
<td>29 years</td>
<td>352 hours</td>
</tr>
<tr>
<td>29 plus years</td>
<td>7 hours each additional year</td>
</tr>
</tbody>
</table>
(2) The maximum number of vacation hours that employees on a 56-hour workweek shall accrue are as follows:

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 1.5 years</td>
<td>300</td>
</tr>
<tr>
<td>1.5 – 7.5 years</td>
<td>360</td>
</tr>
<tr>
<td>7.5 – 15 years</td>
<td>420</td>
</tr>
<tr>
<td>15 – 25 years</td>
<td>480</td>
</tr>
<tr>
<td>26 years</td>
<td>492</td>
</tr>
<tr>
<td>27 years</td>
<td>504</td>
</tr>
<tr>
<td>28 years</td>
<td>516</td>
</tr>
<tr>
<td>29 years</td>
<td>528</td>
</tr>
<tr>
<td>29 plus years</td>
<td>7 hours each additional year</td>
</tr>
</tbody>
</table>

c. **Longevity Vacation Allowance**

(1) Program is eliminated as of July 1, 2011. Employees with accrued longevity vacation allowance balances as of June 30, 2011 will have those balances frozen and cashed out upon separation at the employee’s rate of pay on June 30, 2011.

(2) Annual longevity vacation allowance accrual credited on January 1, 2011 shall be reduced by fifty percent (50%).

d. **Scheduling**

(1) **48/96 Shift Schedule**

The 48/96 Shift Schedule for line fire suppression employees shall continue indefinitely with the contingency that the Fire Chief shall retain the ability to discontinue, change or otherwise alter the work schedule consistent with his/her management responsibility to control and direct all Stockton Fire Department’s members and divisions. The following provisions shall apply, as long as the 48/96 Shift Schedule remains in effect:

A. A minimum of four (4) shifts of Accrued Vacation must be scheduled per year. The four (4) shift minimum is not required to be scheduled contiguously.

B. Any Accrued Vacation that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.
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e. **Vacation Allowance for Separated Employees.**

Employees separating from City service for any reason who have unused vacation time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post separation date at no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

f. **Vacation Allowance Sellback**

If the parties reach agreement on or by July 1, 2016, effective for fiscal year 2017/2018 and fiscal year 2018/2019, employees may elect to sell back up to a maximum of forty (40) hours from their unused accumulated vacation balance and/or frozen longevity vacation allowance, if eligible. Employees who desire to sell back accrued leave hours must make an irrevocable election in December of the preceding fiscal year and identify the number of vacation leave and/or longevity vacation allowance hours they desire to sell back in January and/or July of the subsequent year, up to a total of forty (40) hours per fiscal year.

9.2 **Sick Leave**

a. **Accrual.** All regular employees on a forty (40) hour a week schedule, except provisional, temporary, and part time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular employees on a fifty-six (56) hour workweek schedule, except provisional, temporary, part-time employees shall accrue sick leave at a rate of twelve (12) hours for each 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.**

(1) Employees are entitled to sick leave pay for those days that the employee would normally have worked, to a maximum of sick leave hours accrued by the employee.
(2) An employee may use sick leave for preventive medical, dental, optical care, and for illness, injury, or exposure to contagious disease, which incapacitates him/her from performing his/her duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, and childbirth and recovery therefrom.

c. **Family Sick Leave.**

(1) Employees may utilize fifty percent (50%) of their annual accrued sick leave to attend to cases of illness or injury in the employee's immediate family, except in instances where the employee is on approved FMLA or CFRA leave.

(2) Such leave shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, legal dependent, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

d. **Procedures for Requesting and Approving Sick Leave.**

(1) The employee shall notify the Chief's Operator, or if unavailable, the shift Communications Supervisor at the Emergency Communications Division (ECD) at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty. When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request in writing authorization for such sick leave from the Fire Chief prior to such absence.

(2) Before an employee may be paid for the use of accrued sick leave, he/she shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth the dates and hours of absence, the exact reason, and such other information as is necessary for his/her 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 Fire Chief.

e. **Doctor's Certificate or Other Proof.**

(1) If an employee's illness results in an absence from work for more than two (2) consecutive shifts, a doctor's certificate or other reasonable proof of illness may be required by the Fire Chief.

(2) The Fire Chief or designee may make such sick leave usage reviews and may require such physician's documentation as they deem
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necessary to insure proper use of the sick leave benefit. In addition, the Fire Chief may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

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

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

g. Accessibility and Reporting.

(1) All officers and members of the Department on leave for sickness shall be available by telephone or at their home for consultation with the Fire Chief or the Fire Chief's designee. Exceptions to this rule shall only be made with the permission of the attending physician and Fire Chief.

(2) All officers and members of the Department on leave for sickness for extended periods of time will make weekly progress reports by telephone to the Fire Chief's office.

h. Return to Duty. Upon availability for return to duty, the employee shall notify the Chief's Operator, or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period. Sick leave may be granted for any period of time approved by the Fire Chief.

i. Payment for Unused Sick Leave for Unit Employees. Effective February 17, 2012, except as set forth below all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees may be eligible to convert unused sick leave for CalPERS service credit at retirement based on the CalPERS contract provisions applicable to their employment.

j. CalPERS Service Credit for Unused Sick Leave.

Employees hired on or before December 28, 2012 shall be eligible to convert up to 2,080 hours of unused sick leave not otherwise compensated for in (k)
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below to CalPERS service credit at retirement. Employees hired after this date will not be eligible to convert sick leave to service credit, in accordance with the City's CalPERS contract to eliminate service credit for unused sick leave after this date. Service credit for unused sick leave shall be in accordance with CalPERS regulations.

k. Sick Leave Retention Benefit

If, after subtracting the equivalent of one full year of service credit (2,080 hours), which may be applied to CalPERS service credit, any balance remaining upon separation which the employee held on February 16, 2012, shall be paid at 50% of its cash value.

9.3 Other Leaves With Pay

a. Bereavement Leave.

(1) In the event of a death in the immediate family of an employee, the employee shall, upon his/her request, be granted up to three (3) days bereavement leave with pay and without charge to his/her 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 paragraph, "immediate family" shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

(2) 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 leave upon request, which shall be charged against the employee's accumulated sick leave credits.

b. Court Appearance.

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

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(2) Such absences from duty will be compensated for actual hours the employee serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. As a condition of receiving such pay, the employee must remit to the City, within fifteen (15) days after receipt, all fees received, except those specifically allowed for mileage and expenses. The employee shall remit such fees to the City through the employee’s department head.

(3) Attendance at court or at a deposition while in an on duty status in connection with an employee’s official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time necessarily involved, shall be considered and paid as hours worked.

(4) Other absences from duty for attendance at court or at depositions shall be without pay.

(5) On-duty employees shall return to work immediately upon release from court.

(6) Attendance at court or at a deposition while in an off duty status in connection with an employee’s official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time, where such travel is to a location outside of San Joaquin County, shall be considered in terms of actual hours spent performing those duties and paid as hours worked.

(7) For the purpose of computing any travel time to be reimbursed by the City in accordance with this section for attendance at court or at a deposition while in an off duty status, such travel time shall be deemed to commence from the San Joaquin County Courthouse.

c. Maternity Leave. Time off the job for pregnancy, childbirth, and related medical conditions will be covered as required by State and federal law and applicable City policy. Employees may use sick leave, leave without pay, annual leave, or a combination of these benefits, depending on the nature of the case and the time medically required to recuperate. Generally, a six (6) week recovery period after delivery is medically indicated.
d. **Military Leave.**

(1) 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) calendar days in any calendar year.

(2) All regular employees in the service of the City 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 shall be allowed leave of absence without pay for the duration of a national emergency. Except as hereafter stated, said employees shall be reinstated into City service, provided they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

(3) In the case of a probationary employee having served his/her minimum probationary period of eighteen (18) months at the time of induction, it shall be optional with the Fire Chief and the City Manager to grant regular status to said employee before induction.

(4) 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. Following such leave, said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit, as above specified, and shall serve the balance of their probationary period before attaining regular status.

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

9.4 **Workers' Compensation Leave**

a. Whenever an employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence, while so disabled, without loss of salary, in lieu of temporary
disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year or until such earlier date as he/she is retired on permanent disability pension.

b. If injury is claimed to be job-related or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician’s statement. Otherwise, disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received within three (3) days of the initial absence. The company officer should originate a "Supervisor’s Report of Accident" form (Form 78).

(1) Notification to Department. The employee should notify the Chief’s Operator or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty.

(2) Accessibility and Reporting.

A. All officers and members of the Department on leave for injury (job-related or non job-related) shall be available at their homes or by telephone for consultation with the Fire Chief or the Fire Chief’s designee(s). Exceptions to this rule shall only be made with the permission of the attending physician and the Fire Chief.

B. All officers and members of the Department on leave for injury (job-related or non job-related) for extended periods of time will make weekly progress reports by telephone to the Fire Chief’s office.

(3) Return to Duty. Upon availability for return to duty, employees shall notify the Chief’s Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period.

(4) Forms and Procedures. Workers’ compensation processing shall be consistent with City procedures and in accordance with state workers’ compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a redesignation of personal physician prior to sustaining the work-related
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injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.5 Leave of Absence

a. 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 Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

b. All approval authority over leaves of absence exercised by the Fire Chief under this section shall be subject to review by the City Manager, whose ruling shall be final.

c. 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 hereafter.

d. The entitlement to City-paid 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 and dental insurance plans by prepayment of the monthly premium during the authorized leave of absence.

e. Authorized absence without pay that 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/her position by reason of an injury or disease for which he/she 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.

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

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

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

e. 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 the Fire Chief and the City Manager. The request shall set forth the reasons for the request and all other information required for the Fire Chief of the Fire Chief’s representative to evaluate the request. Leaves without pay may be canceled by the Fire Department at any time.

9.7 Absence Without Official Leave (AWOL)

a. Denial of Leave Request 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 or City Manager or at the expiration of a leave shall be considered an absence without leave.

b. Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation as approved by the Human Resources Director shall be deemed to have voluntarily resigned from employment with the City.
10.1 **Workweek**

a. The regularly scheduled workweek for each member of the Fire Unit assigned to fire suppression duties shall average fifty six (56) hours over a twelve (12) week period. The regularly scheduled workweek for each member of the Fire Unit assigned to work in the Department's administrative offices, the Fire Prevention Bureau, or the Division of Training shall be forty (40) hours. Other work periods may be declared by the Fire Chief for some or all members of the Fire Unit when dictated by operational requirements of the Fire Department.

b. All working shifts will commence at 8:00 a.m., with the exception of the employees assigned to work in the Fire Administration Office, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

10.2 **Shift Trades**

a. Fire Unit employees will be allowed to trade shifts. Shift trade privileges shall be determined and administered by the Fire Chief or the Fire Chief's designee in accordance with Article J, Section 2 of the Fire Department Procedures Manual, which provides for Fire Unit employees to have up to a maximum of nine (9) uncompleted shift trades at any one time and that the period during which shifts are to be traded and paid back shall not exceed twelve (12) months.

b. Employees who have traded their shift with another employee shall not be eligible to work any overtime for the period that would have been their normal work hours.

10.3 **Staffing Policy**

The City has management rights to determine staffing and the City will comply with applicable CalOSHA laws.
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SECTION 11. OVERTIME

11.1 Fair Labor Standards Act (FLSA) Agreement

a. "24-hour shift employees" means fire suppression employees assigned to a Section 7(k) exemption FLSA work schedule.

b. "Day shift employees" means Fire Unit employees assigned to work a conventional 40-hour workweek, such as a Monday through Friday 5/8 work schedule, a 9/80 work schedule, and/or a 4/10 work schedule (e.g. fire prevention, training division, etc.). "Day shift employees" also includes firefighters and fire recruits assigned to the fire training academy.

c. 24-hour shift employees.
   (1) Employees currently assigned to a twenty four (24) day work period will be paid overtime rate for hours worked in excess of 182 hours in a 24 day work period.
   (2) Premium FLSA Pay. Fire unit employees on a 7(k) exemption work schedule currently receive 3.16 hours per pay period for Premium FLSA Pay to compensate for 10 hours of scheduled overtime between the FLSA maximum of 182 and 192 hours in a 24 day work period.

d. For Day Shift employees, overtime shall be paid at the rate of time and one half (1-1/2) for all hours of actual time worked in excess of forty (40) hours in a seven (7) day work period.

e. Hours worked shall include all actual time worked. Bereavement Leave, Jury Duty Leave, and Sick Leave shall also count as actual time worked. Vacation or other time taken as compensated time off shall not be considered as actual time worked. Holiday hours taken and observed holidays where the City is closed shall be considered as time worked for unit employees in Administrative assignments where holidays are observed only.

f. Work Out of Classification. Employees assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which the employee does not hold a permanent appointment.
g. Training Time. The time spent by an employee for job-related training in which participation is required by the City as a condition of continued employment shall be considered as hours worked. Said training time shall be viewed as hours worked in lieu of the employee's normally scheduled shifts for that period. Employees shall participate in such training programs during their normally scheduled hours of work when provided by the City during those hours, unless there is a particular hardship or schedule conflict which precludes the employee's attendance, in which event approval to obtain such training during off-duty hours must be requested and obtained in advance from the Fire Chief or the Fire Chief's designated representative.

h. Rank for Rank Relief. In providing relief, Fire Unit employees may work in a rank lower than the rank which they currently hold, but may not provide relief by working in a rank above their current rank, except in extraordinary circumstances.

i. Continuing Education for Paramedics. Upon prior approval of the Fire Chief the City will compensate members of the Fire Unit at their straight time rate for time spent, in an off-duty status, in continuing education necessary to maintain their certification, up to twenty-four (24) hours or less in a 2 year certification period.

j. Conflict Resolution. The City and the Union will cooperate with each other to promptly resolve any disagreement that may arise during the term of this MOU regarding compliance with the FLSA. Any dispute involving the interpretation or application of the FLSA may be referred to the City Manager by the complaining party or by the Director of Human Resources. Such referral will be in writing, detailing the specific issue(s) involved in the referral together with a statement of the resolution desired. The City Manager will designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

k. Calculation of Pay While in Fire Academy. While enrolled in the Fire Academy, newly appointed firefighters shall have their pay calculated on a 40-hour work week and overtime shall be paid in accordance with 11.1(f) above (this will not include FLSA pay based on a 56-hour work week as a Paramedic add pay be due).
11.2 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 in excess of their normal work schedule.

b. **Use.** Such compensatory time must be taken during the same work period in which it is earned in accordance with 11.1 above. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief's designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that he/she is unable to take accrued compensatory time during the day work period in which it is earned, pay for such time shall be provided at straight time or time and one half (1-1/2) depending upon the number of hours worked by the employee during the work period consistent with 11.1 above.

c. **Department Policy.** Compensatory time for sworn 40-hour personnel shall be provided in accordance with the Department's Policy and Procedures, Article J, Section 3B.
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SECTION 12. HOLIDAYS

a. Employees shall receive the following holidays on full pay not to exceed eight (8) hours for any one (1) holiday, unless otherwise provided in this section. The City observes the following holidays on the dates indicated:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Date</th>
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<tbody>
<tr>
<td>1</td>
<td>New Year's Day</td>
<td>(January 1)</td>
</tr>
<tr>
<td>2</td>
<td>Martin Luther King’s Birthday</td>
<td>(Third Monday in January)</td>
</tr>
<tr>
<td>3</td>
<td>Lincoln's Birthday</td>
<td>(Second Monday in February)</td>
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<tr>
<td>4</td>
<td>Washington’s Birthday</td>
<td>(Third Monday in February)</td>
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<tr>
<td>5</td>
<td>Cesar Chavez Day</td>
<td>(March 31)</td>
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<tr>
<td>6</td>
<td>Memorial Day</td>
<td>(Last Monday in May)</td>
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<td>7</td>
<td>Independence Day</td>
<td>(July 4)</td>
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<td>8</td>
<td>Labor Day</td>
<td>(First Monday in September)</td>
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<td>9</td>
<td>Columbus Day</td>
<td>(Second Monday in October)</td>
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<td>10</td>
<td>Veterans’ Day</td>
<td>(November 11)</td>
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<tr>
<td>11</td>
<td>Thanksgiving</td>
<td>(Fourth Thursday in November)</td>
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<td>12</td>
<td>The day following Thanksgiving</td>
<td>(Fourth Friday in November)</td>
</tr>
<tr>
<td>13</td>
<td>Christmas Day</td>
<td>(December 25)</td>
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</tbody>
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b. Effective August 1, 2011, a new salary range for forty (40) hour administrative positions in this unit will be established that will be 5.75% lower than the salary range for fifty-six (56) hour employees as reflected in the City’s Salary Schedule as of March 31, 2011.

c. Effective August 1, 2011, the differential for Administrative Captain and Other Administrative Positions in section 13.12 and 13.14 will be increased by the 6.34%.

d. Except for employees in administrative assignments who observe holidays, employees in this bargaining unit receive the dollar value of the holidays listed above (as noted in their salary ranges) in lieu of observing holidays. Effective July 1, 2012 the salary ranges for employees, excluding those in administrative assignments, shall have their salary ranges reduced by the value of the one holiday which the parties agree is 0.41%.

e. For employees on the 9/80 alternative work schedule, employees may shift their work schedule so that their 8 hour day falls on the designated holiday with the approval of their supervisor.
 SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Public Employee Retirement System Benefits for Unit Employees hired on or before December 28, 2012

a. The City shall continue providing bargaining unit employees hired on or before December 28, 2012 with the California Public Employees' Retirement System (CalPERS) 3% at 50 local safety pension formula based on the single highest year.

b. Additional CalPERS Benefits.

1. The City shall continue providing the following optional pension benefits and enhancements: Sick Leave Conversion up to 2,080 hours (Government Code section 20965), Survivor Benefit Level 4 (Government Code 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code section 21635), Continuation of Death Benefits After Remarriage (Government Code section 21551), and Military Service Credit as Public Service and for Retired Persons at the employees' expense (Government Code sections 21024 and 21027).

2. The City shall continue providing such other CalPERS benefits as set forth in the City's contract with CalPERS as of the date of the execution of this MOU.

c. Employer Paid Member Contribution (EPMC). The City shall continue contributing an amount equal to nine percent (9%) of the employee's current base salary and other qualifying compensation as determined by state law towards the employee contribution for CalPERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code section 20691.

d. EPMC Payrate Conversion. The City will cease paying the nine percent (9%) EPMC at the beginning of an employee's last year of employment, and the employee pays his/her nine percent (9%) employee contribution on a pre-tax basis through an automatic payroll deduction. The base salary for those employees will be increased by that same nine percent (9%) for the last twelve (12) months of employment in accordance with Government Code section 20692.

e. CalPERS 20516 Cost Sharing for the Employer's Pick Up of the Employee's 9% CalPERS Contribution. Employees hired on or before December 28, 2012 agree to continue sharing the cost of the CalPERS 3% @ 50 local safety pension formula plan by contributing 9% of the employee's current base salary (employee contribution) and other compensation as qualified by CalPERS towards the employer's share of cost for CalPERS pension on a pre-tax basis. If CalPERS determines that the maximum contribution through a CalPERS Section 20516
amendment is less than the 9% and/or some or all of the contributions sunset at a specific time in the future, the parties agree that the City shall deduct the percentage up to 9% not covered by the CalPERS amendment process though a payroll reduction. If during the term of this agreement legislation is enacted and becomes effective during the term of this agreement requiring employees under the CalPERS retirement system to pay all or part of the employee's share of retirement contribution thus reducing or eliminating EPMC, the parties agree that as soon as administratively possible consistent with CalPERS regulations to convert the employee's contribution to the employer's share under the Section 20516 cost share contract amendment to the employee's share towards retirement for the percentage required by the new legislation.

13.2 Public Employee Retirement System Benefits for Unit Employees hired on or after December 29, 2012 and before January 1, 2013

The City shall continue providing bargaining unit employees hired on or after December 29, 2012 and before January 1, 2013, and bargaining unit employees hired on or after January 1, 2013 who qualify as "classic" members, with the CalPERS 3% @ 55 local safety pension formula based on the three year final compensation period and no optional or enhanced benefits except for statutorily required enhancements. Employees shall continue contributing nine percent (9%) on a pre-tax basis toward the employee contribution for the pension benefit and are not subject to the Government Code section 20516 Cost Sharing provision in Section 13.1 (e) above.

13.3 Public Employee Retirement System Benefits for Employees hired on or after January 1, 2013

The City shall continue providing bargaining unit employees hired on or after January 1, 2013, without reciprocity (i.e., "new" members) the CalPERS 2.7% @ 57 local safety pension formula based on the three year final compensation period and no optional or enhanced benefits except for statutorily required enhancements. Employees without reciprocity shall continue contributing fifty percent (50%) of the "normal" cost as determined by CalPERS on a pre-tax basis for the pension benefit and are not subject to the Government Code section 20516 Cost Sharing provision in Section 13.1 (e) above.

13.4 Education Incentive Pay

a. Employees who satisfy the educational and service requirements for an intermediate education certification shall receive three percent (3%) of the top step of rank for sworn Fire Unit employees.
b. Employees who satisfy the educational and service requirements for an advanced education certification shall receive five percent (5%) of the top step rank for sworn Fire Unit employees.

13.5 **HAZ/MAT Assignment**

The City shall pay five percent (5%) of the top step of rank for sworn Fire Unit employees actively assigned to the HAZ/MAT response team. This section applies to a total certified and assigned complement of twenty one (21) employees. The Fire Chief or his/her designee shall ensure that employees with HAZ/MAT certification are assigned to back fill vacancies on the HAZ/MAT response team due to events such as vacation or sick leave and that such employees receive the five percent (5%) temporary add pay while working the vacant assignment.

13.6 **EMT Certification**

a. It is the policy of the Stockton fire Department that all sworn employees assigned to line fire suppression activities and working in the rank of Battalion Chief and below shall maintain a current San Joaquin County Emergency Medical Technician ("EMT") certification or face disciplinary procedures detailed below.

b. Each member shall secure EMT certification within one year of commencement of employment and maintain that certification throughout his/her career while assigned to line fire suppression activities. In the event a new member does not have EMT certification upon employment, the member shall be provided Emergency Aid Responder ("EAR") training and certification by the Department’s Division of Training prior to being placed on line.

c. All periodic re-certifications of EMT certification shall be prepared for and executed during on-duty training sessions conducted by the Division of Training. If a member fails to re-certify after one attempt, the Division of Training shall provide additional resources to assist the member to prepare for a second attempt at re-certification in accordance with State regulations. The Division of Training’s resources will include the following: study guides, textbooks, remedial lectures on deficiencies, and a list of local courses offered by other agencies. If the member fails the second attempt of the member’s EMT certification expires, the member must obtain EAR certification, which shall comply with State law. The non-EMT member will be provided EAR training and certification by the Division of Training prior to assignment to line fire suppression activities.
d. Members whose certification lapses shall have 18 months to complete an EMT re-certification process. During this time frame, the member shall not trade shifts or work overtime without permission of the Fire Chief. The member shall be reduced one pay grade until EMT re-certification is achieved.

e. A member may attempt re-certification at any time and from any jurisdiction within the State of California. If the member fails to either (1) regain EMT certification within the eighteen month "correction period" or (2) fails to obtain EAR certification within 30 days of loss of EMT certification, the City may take appropriate disciplinary action pursuant to Rule XII of the Stockton Civil Service Rules and Regulations for Police and Fire Employees, up to and including termination.

f. Any disputes that result from this agreement shall be handled in accordance with the current MOU grievance procedures.

13.7 Paramedic Certification

a. The City shall pay Fire Unit employees who are assigned to Paramedic duties and possess a valid Paramedic certificate as follows:

(1) Paramedic Firefighter Step I: Six percent (6%) above top step of current applicable rank.

(2) Paramedic Firefighter Step III: Eight and one-half percent (8.5%) above top step of current applicable rank.

(3) Paramedic Firefighter Step V: Nine percent (9%) above top step of current applicable rank.

(4) Paramedic Engineer: Six percent (6%) above Engineer top step.

(5) Paramedic Fire Captain: Six percent (6%) above Fire Captain top step.

13.8 Uniform Allowance

Employees in this unit shall receive a uniform allowance in the amount of nine hundred and fifty dollars ($950.00). One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.9 Contagious Disease

The City shall make available, at no cost to the employee, screenings for all strains of hepatitis, hepatitis B vaccinations, and shall monitor employees' exposure to tuberculosis.
13.10 **Acting Pay**

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

13.11 **Call-Back Pay**

a. An employee called back to work to assist with a multiple alarm fire or other emergency situation after he/she has worked a scheduled shift and has departed from the work site shall earn three (3) hours of call-back at the regular hourly rate of pay or time and one-half (1 1/2) of his/her regular rate of pay for time worked, whichever is greater.

b. The above provision shall not apply to employees called back due to an operator error that does not result in the employee being assigned for the day or an employee’s participation in official meetings called by authorized personnel of the Stockton Fire Department. In such instances, the employee will be compensated on an hourly basis.

13.12 **Deputy Fire Marshal Series**

Employees assigned as Deputy Fire Marshals and are designated as administrative positions shall be paid as follows:

- Deputy Fire Marshal I: Two and one-half percent (2.50%) above Firefighter top step
- Deputy Fire Marshal II: Five percent (5%) above Firefighter top step
- Deputy Fire Marshal III: Seven and one-half percent (7.50%) above Firefighter top step
- Deputy Fire Marshal IV: Ten percent (10%) above Firefighter top step
- Fire Captain (FM III): Ten percent (10%) above Fire Captain top step

13.13 **Fire/Engineer Operator**

Employees assigned as Fire/Engineer Operators shall be paid five percent (5%) above the Engineer top step.

13.14 **Administrative Positions**

a. **Administrative Captain.** Employees assigned as Administrative Captains shall be paid at a rate that is thirteen point three three percent (13.33%) above the amount paid to Captains assigned to fire suppression duties. Note: The FLSA rate was 3.33% so this rate is not increasing.
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b. **Administrative Firefighter.** Fire Unit employees assigned as an Administrative Firefighter shall be paid at the rate of eight point three three percent (8.33%) of top step of rank of Firefighter with pay increases of two and one-half percent (2.50%) per annum to a maximum of thirteen point three three percent (13.33%). Note: The FLSA rate was 3.33% so this rate is not increasing.

c. **Administrative Firefighter/Engineer.** Fire Unit employees assigned as an Administrative Firefighter/Engineer shall be paid at the rate of eight point three three percent (8.33%) of top step of rank of Firefighter/Engineer with pay increases of two and one-half percent (2.50%) per annum to a maximum of thirteen point three three percent (13.33%). Note: The FLSA rate was 3.33%, so this rate is not increasing.

13.15 **Longevity Pay**

(a) Grandfathered Longevity Tier One: Employees hired on or before June 30, 2011, who by July 1, 2012 have attained fifteen (15) years of continuous employment with the City shall receive an additional one and one quarter percent (1.25%) of top step pay for their classification.

(b) Grandfathered Longevity Tier Two: Employees hired on or before June 30, 2011 who by July 1, 2012 have attained twenty-two (22) years of continuous employment with the City shall receive an additional eight and three-quarters percent (8.75%) of top step pay for their classification. Effective July 1, 2016, the City agrees to continue the Tier Two longevity pay for the eligible members at the 8.75% rate, rather than the previously negotiated rate of four and three-quarters (4.75%) based on the association's agreement in prior MOU's to redirect City HRA contributions to buy back this benefit.

13.16 **Wellness-Fitness Program**

The purpose of the Department's Wellness-Fitness Program is to develop, promote, enhance and maintain the wellness and fitness of members of the Department. The program will be based upon medical testing guidelines established by the International Association of Fire Fighters (IAFF) Joint-Labor Management Wellness Fitness Initiative.

a. Participation in the Wellness-Fitness Program is mandatory for the programs testing, evaluations, and daily physical training requirements.
b. Annual physicals under the program shall be required. The City will contract with an Occupational Health Provider of its choosing to perform these annual physicals.

c. All information obtained from the medical evaluations is confidential, and the City will only have access to information regarding work restrictions necessary to determine whether appropriate accommodations can be made.

d. Labor and management will continue to collaborate on the Department’s Wellness-Fitness Program to enhance and maintain the wellness and fitness of members of the Department.
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SECTION 14. INSURANCE PLANS

14.0 Reopener Clause for Health Insurance

The Association agrees at the City's request, to meet and confer on any proposed changes within the mandatory scope of bargaining that relate to the implementation and regulatory compliance of the Affordable Care Act (ACA) for the City sponsored medical plans.

14.1 Health Insurance and Related Benefits

a. Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an Employee only, Employee plus One and Employee plus two or more dependents coverage. The City shall offer two or more medical plans to regular employees.

b. Eligibility. Employees shall become eligible for Medical and Vision insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).

c. City Contribution Towards the Cost of Insurance Programs.

1) Effective July 1, 2016, the City shall contribute the following:

a. up to $619 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. up to $1,124 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

c. up to $1,496 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.
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2) Effective July 1, 2017, the City shall contribute the following:

a. Up to $631.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. Up to $1,146.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

c. Up to $1,526.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

3) Effective July 1, 2018, the City shall contribute the following:

a. Up to $644.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

b. Up to $1,169.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

c. Up to $1,557.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

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

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

14.2 Retiree Enrollment in City Sponsored Medical Plans

a. An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover
their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree’s plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan). However, the City may discontinue the enrollment of retirees in City sponsored medical plans at its discretion as per the City’s Bankruptcy plan of Adjustment. The City does not provide any retiree medical program, allowance, or City contribution for employees.

b. Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retirees.

14.3 Life Insurance

Effective July 1, 2012, the City shall provide each employee group term life insurance coverage with a face value of fifty thousand dollars ($50,000.00). In addition, employees shall have the opportunity to purchase additional voluntary life insurance through their union or through the City’s IRS125 vendor.

14.4 Long Term Disability Insurance

Effective July 1, 2012, the City shall reduce the base pay of employees in this unit by seventeen dollars ($17.00) per month, and shall instead provide to each bargaining unit member seventeen dollars ($17.00) per month for the purpose of purchasing Long Term Disability Insurance. It is the Union’s responsibility for purchasing such insurance for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.
15.1 **Salary Ranges**

The salary ranges for all employees in this unit shall be as set forth in the City's Salary Schedule. The rates of pay set forth in the City's Salary Schedule represent the standard rates of pay for full time employment for each classification, unless the schedule specifically indicates otherwise. The Salary Schedule on the City of Stockton's Human Resources Site shall provide salary rates for the classifications in the Fire Unit.

15.2 **Salary Upon Appointment**

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the minimum salary for the class to which the employee is appointed. When circumstances warrant, the City Manager may approve an entrance salary that is more than the minimum salary for the class. 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 only 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 **Salary Step Plan-Sworn Ranks**

a. There shall be nine (9) salary steps for the classification of Firefighter. There shall be six (6) salary steps in each range for the classifications of Firefighter/Engineer and Fire Captain.

b. The **first step** shall be the minimum rate and shall be the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first step after receiving the recommendation of the department head. The same provisions shall apply to hourly paid and part-time employees.)

c. If a department head recommends to withhold increases to salary steps two (2) through nine (9) because an employee has not achieved the level of performance required, notice must be received by the City Manager at least four
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2016– JUNE 30, 2019

(4) weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation.

d. The second step shall be paid upon the employee's satisfactory completion of the Fire Academy and upon the written recommendation of the department head.

e. The third step shall be paid upon the satisfactory completion of six (6) months of service at the second step upon the written recommendation of the department head.

f. The fourth step shall be paid upon the satisfactory completion of six (6) months of service at the third step upon the written recommendation of the department head.

g. The fifth step shall be paid upon the satisfactory completion of one (1) year of service at the fourth step upon the written recommendation of the department head.

h. The sixth step shall be paid upon the satisfactory completion of one (1) year of service at the fifth step and written recommendation of the department head.

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

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

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

l. As an exception to the foregoing, employees promoted to the rank of Fire Captain shall be eligible for step increases upon the satisfactory completion of six (6) months' service in each step of the Fire Captain Salary range. Also, employees holding the rank of Firefighter/Engineer shall be subject to step increase intervals of one (1) year. However, the Firefighter/Engineer rank shall be limited to six (6) salary steps. Regardless of an employee's length of service, step advancements may be made upon recommendation of the department head, but not above Step No. 6 of the Firefighter/Engineer and Fire Captain Salary ranges, and not above Step No. 9 of the Firefighter salary range.
m. 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.

n. 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.

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

15.5 **Salary Step After Military Leave**

All employees who have been granted 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.

15.6 **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.

15.7 **Salary Step After Promotion or Demotion**

a. When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5.0%) above the current base pay salary on the salary schedule of the current base pay rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. Add pays are not included in the calculation of base salary for the purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit’s salary on promotion rules shall apply.

b. 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 rank to which demoted.
15.8 **Salary on Reinstatement**

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

15.9 **Salary Adjustments**

a) Effective July 1, 2016, employees will receive a 6% cost of living adjustment (COLA). There will be no additional cost of living adjustments during the term of the MOU.

b) The classifications listed in Appendix B will receive market salary adjustments throughout the term of this contract, according to the updated salary schedules listed in Appendix B.

15.10 **Bi-Weekly Pay Period**

The City and the Association agree to move to bi-weekly pay period as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system.
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2016– JUNE 30, 2019

SECTION 16. SEPARABILITY OF PROVISIONS
In the event that any provisions of this MOU are declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the MOU shall be null and void but such nullification shall not affect any other provisions of this MOU, all of which other provisions shall remain in full force and effect.

SECTION 17. PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING
a. Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this MOU.

b. This MOU shall supersede all existing memoranda of understanding between the City and the Union.

SECTION 18. SCOPE OF AGREEMENT
Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring.

SECTION 19. DURATION OF AGREEMENT
All provisions of this MOU shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including June 30, 2019.
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2016– JUNE 30, 2019

SECTION 20. MAINTENANCE OF OPERATIONS

a. It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this MOU, through and inclusive of June 30, 2016, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, 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. In addition, the City may take other action that 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 Union, the City may take such remedial action as it deems appropriate.

d. The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this MOU and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties.
APPENDIX A: City of Stockton’s New Medical Response Squad

At such time when the department is sufficiently staffed to allow for the staffing of a Medical Response Squad without incurring additional mandatory overtime within the department, the parties agree to reopen negotiations solely for the purpose of meeting and conferring over any negotiable impacts associated with adding a new Medical Response Squad.
FIRE UNIT SUCCESSOR MOU
TERM: JULY 1, 2016– JUNE 30, 2019

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on the 15th day of July, 2016 and by an affirmative vote of the Stockton City Council on July 26, 2016. The parties hereto have executed this Memorandum of Understanding this 13th day of October, 2016.

STOCKTON PROFESSIONAL FIRE FIGHTERS’ LOCAL UNION 456,
International Association of Fire Fighters

JAMES KLEIN
President

SCOTT WATKINS
Fire Unit Representative

Approved as to form:
RAINS LUCIA STERN, PC

By: TIMOTHY TALBOT
Attorney for the Association

City of Stockton

KURT WILSON
City Manager

DEANNA L. SOLINA, ESQ.
Director of Human Resources

Approved as to form:
John Luebberke, City Attorney

By:

MARCI A. ARREDONDO
Deputy City Attorney

By:

ALLYSON HAUCK
Negotiator for the City

ATTEST:
BONNIE PAIGE
CITY CLERK

BONNIE PAIGE
City Clerk
### APPENDIX B

**MARKET ADJUSTMENTS**

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<th>Year 1 - eff. 7/1/16</th>
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**CITY OF STOCKTON & STOCKTON PROFESSIONAL FIREFIGHTERS**

**FIRE UNIT MEMORANDUM OF UNDERSTANDING**

48
### FIRE UNIT SUCCESSOR MOU

**TERM: JULY 1, 2016–JUNE 30, 2019**

**Fire Fighter Engineer (22 years)**

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**Fire Fighter Engineer - Admin**

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**Fire Fighter Engineer (22 years) - Admin**

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**Fire Fighter**

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**Fire Fighter (22 years)**

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**Fire Fighter - Admin**

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</tr>
</thead>
<tbody>
<tr>
<td>COLA year 1 (6%)</td>
<td>3.901.69</td>
<td>4.165.99</td>
<td>4.373.88</td>
<td>4.604.83</td>
<td>4.842.29</td>
<td>5.091.28</td>
<td>5.352.77</td>
<td>5.617.67</td>
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<tr>
<td>Year 1 - COLA</td>
<td>237.70</td>
<td>249.93</td>
<td>262.79</td>
<td>276.29</td>
<td>290.54</td>
<td>305.48</td>
<td>321.17</td>
<td>337.66</td>
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</table>

**Fire Fighter (22 years) - Admin**

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</tr>
</thead>
<tbody>
<tr>
<td>COLA year 1 (6%)</td>
<td>4.105.39</td>
<td>4.415.43</td>
<td>4.642.67</td>
<td>4.881.12</td>
<td>5.132.61</td>
<td>5.396.75</td>
<td>5.673.94</td>
<td>5.965.37</td>
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**Fire Fighter (22 years)**

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</tr>
</thead>
<tbody>
<tr>
<td>COLA year 1 (6%)</td>
<td>4.529.98</td>
<td>4.763.12</td>
<td>5.077.15</td>
<td>5.265.99</td>
<td>5.536.77</td>
<td>5.821.14</td>
<td>6.120.13</td>
<td>6.434.81</td>
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<tr>
<td>Year 1 - COLA</td>
<td>271.80</td>
<td>285.79</td>
<td>300.43</td>
<td>315.96</td>
<td>332.21</td>
<td>349.27</td>
<td>367.21</td>
<td>386.09</td>
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