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

GARY A. PODESTO
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 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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CITY OF STOCKTON

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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
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 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.
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 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, 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 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) 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.
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 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/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 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.
8.3 **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 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.

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 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 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 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 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 Personnel Services 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.

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 7:15 a.m. on 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 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 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.

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 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.
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 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.

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 or 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

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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. 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 two (2) Firefighters.

Effective October 15, 2001, the number of Firefighters shall increase from two (2) to three (3).

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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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
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 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, 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.

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:

- $2,795 = set salary for the 27-day work period for a Captain
- 216 = number of "regular hours" worked within the 27-day period

Regular rate is computed as follows:

\[
\frac{2,795}{216} = \frac{12.94}{1} = \frac{12.94}{1}
\]

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

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.

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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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).

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 Service Unit employees who attain an Intermediate Certificate.
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
(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
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
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**

Effective January 1, 2001, Fire Unit employees assigned to suppression duties, who are subsequently transferred to an administrative position of the same rank, shall be paid at a rate not less than the rate received on the line (inclusive of the FLSA adjustment).

13.17 **Longevity Incentive 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.

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. 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.

**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 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 one (1) year of service at the second step.

The fourth step shall be paid upon the satisfactory completion of one (1) year 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 one (1) year 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, 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 STOCKTON**
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:**

   On December 16, 2001, and on each December 16\(^{th}\) 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, 2003, 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:
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.
For the adjustment effective December 16, 2003, the parties will begin the survey no later than October 1, 2003, for a completion date of November 30, 2003. The survey shall compare the pay rates for the surveyed agencies effective as of December 1, 2003.

(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.


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

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, 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
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

every effort toward inducing all employees in this unit to fully and faithfully perform their duties.

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 August 21st day of August 2001.

STOCKTON FIREFIGHTERS' LOCAL 456, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

RON HITTLE, PRESIDENT
Stockton Firefighters, Local 456

LARRY LONG
Vice President, Local 456

DAVID MACEDO
Board Member, Local 456

MICHAEL LILIENTHAL
Board Member, Local 456

CITY OF STOCKTON

MARK E. LEWIS, ESQ.
City Manager

ROGER STOREY
Deputy City Manager

W. GARY GILLIS
Fire Chief

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

CHRISTOPHER PLATTEN
Attorney at Law

APPROVED AS TO FORM:
RICHARD K. DENHALTER
CITY ATTORNEY

LAUREN T. THOMASSON
Deputy City Attorney

CITY OF STOCKTON
THE

CHARTER

OF THE

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.
(SECTION 1607 Continued)

(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 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.)
CITY OF STOCKTON

MODIFIED EMPLOYEE MEDICAL PLAN (BENEFIT RECAP)

Plan Pays This Portion of Allowed Rate If Member Providers Used

$1,000,000 Lifetime & Maximum

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

Rx 100% After $3 Generic/$8 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 deductible or max out-of-pocket).

Hospitalization 100% Semi-private room rate. Pre-admit certification req'd. if non-emerg. Concurrent utilization review req'd. If non-member hospital used in area where member hospitals are available (70%).

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

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

Outpatient Lab/Xray 100% Subject to Utilization Review and Case Management.

OB Maternity 100%

Home Health Care and Hospice 100%

Radiation/Chemotherapy/Dialysis 100%

Emergency Room 100% 1st treatment of accid. inj. within 72 hrs. if health endangering or life threat. acute illness. Otherwise 50%

ER Physician 100% For surgery or for other approved emergency services. (Non-emergency illness 50%)

Ambulance 80% Ground or Air

Preventive Care 80% Well baby care first 2 yrs. Frequency by pediatric guidelines. Immunizations for children and adults. (Except for travel inoculations)

Phys. Office Visits 80% When ill.

Chiropractic Visits 80% Of allowable amounts. Subject to utilization review. Getting panel providers.

Other Covered Services 80%

Outpatient Psychotherapy 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.

Inpatient Psychiatric 80% To max. $3,500 per year.

Alcohol and Drug Counseling/ Detox/Treatment 80% To max. $2,000 lifetime. For alcohol & drug counseling/detox/treatment. Must initiate thru the City's E.A.P. Program. For active only, not retirees.

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.

This is a brief recap only - for detailed benefits see Plan Document or call San Joaquin Foundation for Medical Care.
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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-Millas-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.

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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 and 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.
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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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

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

The following provisions shall apply in computing total continuous service:

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

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

(c) Time worked in a 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.
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.
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.

(a) 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.
(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.

(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, 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.
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.
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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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 be 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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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.
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.
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.
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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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 __________ day of August 1996.

Stockton Firefighters'
Local #1229
International Association of Firefighters

City of Stockton

__________________
JERRY IRION, 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

__________________
CHRISTOPHER E. PLATTEN
ATTORNEY AT LAW

__________________
DWANE MILNES
CITY MANAGER

__________________
GEORGE F. BIST
DEPUTY DIRECTOR/EMPLOYEE RELATIONS OFFICER

__________________
WALT TRAINOR
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

Assistant
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

APPENDIX "A"

SALARY ADJUSTMENTS FOR CALENDAR YEAR 1996

<table>
<thead>
<tr>
<th>Position Number</th>
<th>Title</th>
<th>Grade</th>
<th>Salary Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td>20335</td>
<td>Fire Captain</td>
<td>20A</td>
<td>$3704-3894-4094-4303-4524-4756</td>
</tr>
<tr>
<td>20434</td>
<td>Firefighter Engineer</td>
<td>20C</td>
<td>$3259-3426-3602-3787-3981-4185</td>
</tr>
<tr>
<td>20436</td>
<td>Assistant Director of Training/RADEF Officer</td>
<td>20B</td>
<td>$3563-3745-3937-4139-4351-4574</td>
</tr>
<tr>
<td>20524</td>
<td>Arson Investigator</td>
<td>20C</td>
<td>$3259-3426-3602-3787-3981-4185</td>
</tr>
<tr>
<td>20545</td>
<td>Firefighter</td>
<td>20D</td>
<td>$2679-2817-2961-3113-3272-3440-3616-3802</td>
</tr>
<tr>
<td>20819</td>
<td>Firefighter Trainee</td>
<td>20E</td>
<td>$2277 - $2393</td>
</tr>
</tbody>
</table>

**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
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.
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 78.100 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 x 24 Regular rate 12.94 x 1.5 = 19.41
19.41 x 24 = 465.34 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 x 24 Regular Firefighter rate x 1.5 - Overtime rate
Overtime rate x 24 - overtime
Letter of Understanding
Fire
Page Three

2) 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

[Signatures]

ATTEST:

[Signature]
March 28, 1983

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

DEP: WFR: ci
March 29, 1983

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

DEI: WFR: ci
<table>
<thead>
<tr>
<th>Service</th>
<th>Percentage</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rx</td>
<td>100%</td>
<td>After $3 Generic/$5 Brand name employee co-pay for up to 60 day supply of prescription drugs &amp; insulin. No vitamins, no birth control. (Note: Does not apply to deductible or max out-of-pocket).</td>
</tr>
<tr>
<td>Hospitalization</td>
<td>100%</td>
<td>Semi-private room rate. Pre-admit certification required. If non-emergency. Concurrent utilization review required. If non-emergency hospital used in area where member hospitals are available (70%).</td>
</tr>
<tr>
<td>Surgeon/Anesthesthesiologist</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Outpatient Surgery</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Outpatient Lab/Xray</td>
<td>100%</td>
<td>Includes preventive care: pap, mamo, prostate - frequency by age guidelines. Normal or C-section for mom or spouse.</td>
</tr>
<tr>
<td>OB Maternity</td>
<td>100%</td>
<td>Subject to Utilization Review and Care Management.</td>
</tr>
<tr>
<td>Home Health Care and Hospice</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Radiation/Chemo/Therapy/Dialy</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Emergency Room</td>
<td>100%</td>
<td>1st treatment of accident, injury within 72 hrs. If health threatening or life threat, acute illness. Otherwise 50%.</td>
</tr>
<tr>
<td>ER Physician</td>
<td>100%</td>
<td>For surgery or other approved emergency services. (Non-emergency illness 50%)</td>
</tr>
<tr>
<td>Ambulance</td>
<td>80%</td>
<td>Ground or Air</td>
</tr>
<tr>
<td>Preventive Care</td>
<td>80%</td>
<td>Well baby care first 2 yrs. Frequency by pediatric guidelines. Immunizations for children and adults. (Except for travel inoculations)</td>
</tr>
<tr>
<td>Phys. Office Visits</td>
<td>80%</td>
<td>When ill.</td>
</tr>
<tr>
<td>Chiropractic Visits</td>
<td>80%</td>
<td>Of allowable amounts. Subject to utilization review. Getting panel providers.</td>
</tr>
<tr>
<td>Other Covered Services</td>
<td>80%</td>
<td></td>
</tr>
<tr>
<td>Outpatient Psychotherapy</td>
<td>80%</td>
<td>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.</td>
</tr>
<tr>
<td>Inpatient Psychiatric</td>
<td>80%</td>
<td>To max. 33,500 per year.</td>
</tr>
<tr>
<td>Alcohol and Drug Counseling/Detox/Treatment</td>
<td>80%</td>
<td>To max. $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>
</tbody>
</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.

This is a brief memo only - for detailed benefits see 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 1229) 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
SECTION 1607.
Impartial and Binding
Arbitration for Fire
Department Employee
Disputes
Continued

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
Continued

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
SECTION 1607.
Impartial and Binding
Arbitration for Fire
Department Employee
Disputes
Continued

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.
LETTER OF UNDERSTANDING
BETWEEN
CITY OF STOCKTON
AND
STOCKTON FIREFIGHTER’S LOCAL 1229

Purpose of this letter is to set forth the agreement and understanding between the City of Stockton (hereafter referred to as "CITY") and the Stockton Firefighter’s Local 1229 (hereafter referred to as "UNION") regarding certain negotiated terms and conditions of employment contained in the Fire Unit Memorandum of Understanding, which covers the period from January 1, 1996 through December 31, 2000 and was adopted by City Council Resolution No. 96-0420 (hereafter referred to as the "MOU").

On January 6, 1997, UNION filed written notice with CITY of its desire to reopen the MOU provision setting forth CITY’S obligation to provide UNION’S members long term disability (hereafter referred to as "LTD") benefits under CITY’S current LTD program an to replace it with language requiring that CITY, instead of providing coverage under its current LTD program, provide UNION’S members coverage under a program which UNION has determined is more comprehensive. During the discussions, CITY and UNION developed language to amend section 14.2(4)(c) of the MOU, entitled “Long Term Disability Insurance” as follows:

14.2(4)(c) Long Term Disability Insurance

Pursuant to UNION’S request to reopen section 14.2(4)(c), entitled “Long Term Disability Insurance,” of the MOU between CITY and UNION, which covers the period from January 1, 1996, through December 31, 2000, CITY and UNION agreed to amend the original language of said section by replacing the provision setting forth CITY’S obligation to provide UNION’S members with LTD coverage under CITY’S current LTD program, with language requiring CITY to provide UNION’S members with LTD coverage under a program which (1) UNION has determined is more comprehensive than CITY’S program and (2) shall hereafter be referred to as the "Union Preferred Plan."

Individual members of UNION, rather than CITY, shall be responsible for paying the premiums and/or otherwise obtaining coverage under the Union Preferred Plan, provided that CITY, in order to satisfy its negotiated obligation to provide LTD coverage to UNION’S members, will increase the base salary of each job classification covered by the MOU in the following amounts and stages:

1. CITY will reimburse UNION members the premium amount of $12.00 (non PERS compensable) paid between the period of January 1, 1996, through January 31, 1997, for LTD coverage under the Union Preferred Plan.

2. Commencing February 1, 1997, through December 31, 1997, CITY will provide UNION $12.00 (non PERS compensable) per month for each UNION member.

3. On January 1, 1998, CITY will add $12.00 to the base salary of each job classification covered by the MOU (i.e., Firefighter, Firefighter/Engineer, and Fire Captain) as best fitted to the CITY Salary Matrix.

4. Commencing January 1, 1998, and thereafter on an annual basis during the life of the MOU, City will 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 $17.00 per month per classification during the life of the MOU.

CITY and UNION agree that performance by CITY in accordance with the above provisions shall fully satisfy and discharge CITY’S negotiated obligation to provide UNION’S members with a LTD program, and UNION accepts, without reservation, responsibility for purchasing an LTD plan for its members or otherwise investing as it deems appropriate the increased salary payments made pursuant to this section.

Executed on March 28, 1991, at and in the City of Stockton, California.

WILLIAM J. COSTANZA, PRESIDENT
STOCKTON FIREFIGHTERS’ LOCAL 1229

RON HITTLE, VICE PRESIDENT
STOCKTON FIREFIGHTERS’ LOCAL 1229

ED RODRIGUEZ, EXECUTIVE SECRETARY
STOCKTON FIREFIGHTERS’ LOCAL 1229

DWANE MILNES, CITY MANAGER

GEORGE F. BIST, DEPUTY DIRECTOR/EMPLOYEE RELATIONS OFFICER

APPROVED AS TO FORM:
R. THOMAS HARRIS, CITY ATTORNEY

DEPUTY CITY ATTORNEY
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.
2. That the City Manager, or the City Manager's designee, is hereby authorized and directed to execute, on behalf of the City of Stockton, the MOU as modified, a copy of which is attached hereto as Exhibit B, and/or to take or authorized such other action as deemed necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED ______________ JUL - 8 2003 ______________

GARY A. PODESTO, Mayor
of the City of Stockton

ATTEST:

KATHERINE GONZALEZ
City Clerk of the City of Stockton
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.
Other Administrative Positions

Effective January 1, 2003, an employee assigned as an Administrative Firefighter or Administrative Firefighter/Engineer shall be paid at the rate of five percent (5%) of top salary step of rank (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. This salary schedule is the same as that for the Deputy Fire Marshall series. Currently, there is no administrative fire fighter or administrative engineer positions filled.

Salary Step Plan

Effective July 1, 2003, the nine (9) step salary plan shall be amended to reduce the total amount of time required to reach top step of Fire Fighter rank by eighteen (18) months. The current language identifies a seven (7) year and four (4) month time frame to reach top step. The proposal reduces that time to five (5) years and ten (10) months. This is more in line with other professional departments. Furthermore, it is anticipated that this will act to make employment with the Stockton Fire Department more appealing to those candidates who might be considering another city.

Attendance at Meetings by Employees

Effective July 1, 2003, the City shall allocate five hundred (500) hours each calendar year toward a Union Time Bank to attend seminars/conferences. The maximum allowed hours on the books, at any one time, is one thousand (1000) hours.

Longevity Pay

The City shall reduce the current eleven and one-quarter percent (11.25%) longevity pay from twenty-two (22) years of continuous service to fifteen (15) years of continuous service. The employee shall be provided five percent (5%) of the current eleven and one-quarter percent (11.25%) at fifteen (15) years of continuous service, and the balance of six and one-quarter percent (6.25%) at twenty-two years of continuous services. This matches the current Fire Services Management (Fire Battalion Chief) MOU.

Phase II Vacation Scheduling

The number of fire personnel allowed time-off for vacation purposes on any given day is significantly reduced from an unlimited number per day to eight (8) fire personnel per day. This is a significant reduction in overtime expenditures.
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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 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.
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.

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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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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 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

a. 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.

b. 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.

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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.

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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) 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
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)  

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 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.
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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

(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.
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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.

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.

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.
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)

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.
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.
This position will augment the eight (8) existing Administrative Captain positions within the Department.

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).

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 further agree that the Letters of Understanding ("LOU") Appendix "D" entitled "Stockton Fire Department ("SFD") Ambulance Transportation Implementation" dated July 23, 2002, and Appendix "E" entitled "Classifications of Paramedic (Non-Sworn) and Emergency Medical Technician (Non-Sworn)" dated March 10, 2003, shall be made a part of and attached to this Memorandum of Understanding ("MOU") and shall be in force until December 15, 2007.

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 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.
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.
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:

$2,795 = set salary for the 27-day work period for a Captain
216 = number of “regular hours” worked within the 27-day period

Regular rate is computed as follows:

$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

The Union and City, through their designated representatives, have attempted in good faith to ensure 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.

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).

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 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.

**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 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

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 as sworn employees 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 by six and one-quarter percent (6.25%) for a total of eleven and one-quarter percent (11.25%). 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.
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 fitter 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...
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, 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**:

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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
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).

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.


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.
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
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

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 every effort toward inducing all employees in this unit to fully and faithfully perform their duties.

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 July 2003.

STOCKTON FIREFIGHTERS' LOCAL 456, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

CITY OF STOCKTON

DAN MORRISS
President, Local 456

MARK E. LEWIS, ESQ.
City Manager

MICHAEL LILIENTHAL
Vice President, Local 456

W. GARY GILLIS
Fire Chief

ED RODRIGUEZ
Executive Secretary, Local 456

CARL MILLS
Deputy Fire Chief

CITY OF STOCKTON

03-0389
MEMORANDUM OF UNDERSTANDING (FIRE UNIT)

DAVID MACEDO
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 03-0389
THE

CHARTER

OF THE

CITY OF STOCKTON

03-0389
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.
(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

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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, 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
Article XVI
Fire Department

(SECTION 1607 Continued)

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.)
### CITY OF STOCKTON

**MODIFIED EMPLOYEE MEDICAL PLAN (BENEFIT RECAP)**

*Plan Pays This Portion of Allowed Rate if Member Providers Used*

<table>
<thead>
<tr>
<th>Service</th>
<th>Percentage</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible</td>
<td></td>
<td>$150 per person, per year (maximum 3 per family).</td>
</tr>
<tr>
<td><strong>$1,000,000 Lifetime &amp; Maximum</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rx</td>
<td>100%</td>
<td>After $3 Generic/$8 Brand name employee co-pay for up to 60 day supply of prescription drugs &amp; insulin. No vitamins, no birth control. (Note: Does not apply to deductible or max out-of-pocket).</td>
</tr>
<tr>
<td>Hospitalization</td>
<td>100%</td>
<td>Semi-private room rate. Pre-admit certification req’d. 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>
<td></td>
</tr>
<tr>
<td>Outpatient Surgery</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Outpatient Lab/Xray</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>OB Maternity</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Home Health Care and Hospice</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Radiation/Chemotherapy/Dialysis</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Emergency Room</td>
<td>100%</td>
<td>1st treatment of accid. inj. within 72 hrs. if health endangering or life threat. acute illness. Otherwise 50%</td>
</tr>
<tr>
<td>ER Physician</td>
<td>100%</td>
<td>For surgery or for other approved emergency services. (Non-emergency illness 50%)</td>
</tr>
<tr>
<td>Ambulance</td>
<td>80%</td>
<td>Ground or Air</td>
</tr>
<tr>
<td>Preventive Care</td>
<td>80%</td>
<td>Well baby care first 2 yrs. Frequency by pediatric guidelines. Immunizations for children and adults. (Except for travel inoculations)</td>
</tr>
<tr>
<td>Phys. Office Visits</td>
<td>80%</td>
<td>When ill.</td>
</tr>
<tr>
<td>Chiropractic Visits</td>
<td>80%</td>
<td>Of allowable amounts. Subject to utilization review. Getting panel providers.</td>
</tr>
<tr>
<td>Other Covered Services</td>
<td>80%</td>
<td></td>
</tr>
<tr>
<td>Outpatient Psychotherapy</td>
<td>80%</td>
<td>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.</td>
</tr>
<tr>
<td>Inpatient Psychiatric</td>
<td>80%</td>
<td>To max. $3,500 per year.</td>
</tr>
<tr>
<td>Alcohol and Drug Counseling/ Detox/Treatment</td>
<td>80%</td>
<td>To max. $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>
</tbody>
</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.

This is a brief recap only - for detailed benefits see Plan Document or call San Joaquin Foundation for Medical Care.

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03-0389
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

267 (includes ambulance personnel and LTD employees)  
Total

8

\[ \frac{267}{8} = \text{New Employee} \]

\[ X \]

X = 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.
RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN LETTERS OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 456 REGARDING (1) STOCKTON FIRE DEPARTMENT AMBULANCE TRANSPORTATION IMPLEMENTATION AND (2) PARAMEDIC PAY AND EMT CERTIFICATION

WHEREAS, on May 28, 2002, by Resolution No. 02-0336, the City Council directed the City Manager to take steps necessary to establish ambulance service, initially from five City fire stations and eventually to increase to ten stations requiring a total of 74 new positions; and

WHEREAS, it has become necessary to create a non-sworn class of Emergency Medical Services Transport Technicians to provide services because waiting to hire academy trained firefighters would delay the implementation of ambulance service by more than one year; and

WHEREAS, two letters of understanding have been negotiated between the City and the Stockton Professional Firefighters Local 456 relating to the newly created Emergency Medical Transportation Services; now, therefore,

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

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 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: MARY A. PODESTO
Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
LETTER OF UNDERSTANDING
SFD AMBULANCE TRANSPORTATION IMPLEMENTATION

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 Advanced Life Support (ALS) 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 Transportation Report (herein referred to as the Plan).

This Letter of Understanding (LOU) shall be made a part of and attached to the existing Memorandum of Understanding (MOU) between the City and the Union and shall be in force until December 15, 2004.

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). It is hereby agreed upon that the City will, as soon as possible, staff five (5) Advanced Life Support (ALS) transportation units in service 24 hours per day in locations based on the recommendation of the EMS Transportation Committee.

2. The City shall hire up to thirty-four (34) non-sworn Fire Service Emergency Medical Technician's (EMT's) and/or Paramedics as part of the staffing for the ALS transportation units. Each unit will be staffed daily with one (1) EMT and one (1) paramedic. This shall be the minimum staffing level for a transportation unit.

The hiring of up to thirty-four (34) non-sworn Emergency Medical Services Transport Technician EMT's or Paramedics shall be a one (1) time occasion unless agreed to otherwise between the City and Union. These non-sworn positions will be represented by and become members of the Local 456 bargaining unit. As these non-sworn positions are vacated through attrition, the City agrees to replace them with sworn firefighters from an existing eligibility list for entry-level firefighter. The pay and benefits for these personnel shall be consistent with page thirty-one (31) of the Plan. These non-sworn Emergency Medical Transport Technician EMT's or Paramedics shall attend a minimum two (2) week SFD Orientation Course. Their primary function shall be staffing for transportation units only and the City will complete the needed job descriptions and duties with the Union. Current firefighter EMT's and or Paramedics may be assigned to a transportation unit at the discretion of the fire chief.

EXHIBIT A
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:
1. The 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 from an established entry-level firefighter list.

6. As identified in the Plan, when the City places into service a 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.

7. The City and Union agree to develop an EMS Oversight Committee for the purpose of reviewing any issues that may have been overlooked at the time of implementation. It is understood that developing a program of this magnitude will result in items that were overlooked by both the City and Union. The following examples, although not exclusive, are to be discussed by this Committee at a minimum of six (6) month intervals:

   a. Implementation schedule.
   b. Capital Improvements timeline and status.
   c. System Design.
   d. Training, CQI, Policies and Procedure changes.
   e. Administrative duties/pay for EMS Captains.

8. 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.
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

MARK E. LEWIS, Esq.
City Manager

ED RODRIGUEZ
Executive Secretary

W. GARY GILLIS
Fire Chief

DAVE MACEDO
Executive Board

MICHAEL LILIENTHAL
Executive Board

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
DATE: March 10, 2003

TO: KATHERINE GONG MEISSNER, City Clerk

FROM: LAUREN P. THOMASSON, Deputy City Attorney

RE: LETTER OF UNDERSTANDING AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON FIREFIGHTER'S LOCAL 456 TO INCLUDE THE CLASSIFICATIONS OF PARAMEDIC (NON-SWORN) PAY AND EMERGENCY MEDICAL TECHNICIAN (NON-SWORN)

Attached is a fully executed Amended Letter of Understanding. Said Amended Letter of Understanding was authorized by City Council Resolution No. 02-0480, adopted on July 23, 2002.

Please retain the attached Amended Letter of Understanding in your files.

OFFICE OF THE CITY ATTORNEY

By /s/ LAUREN P. THOMASSON
DEPUTY CITY ATTORNEY

LPT:plc

Attachment

cc: Administrative Services Dept. (Attn: Accounts Payable)
Personnel Department (Attn: Ethel Francois)
Fire Department (Attn: Gary Gillis)
Stockton Professional Firefighters, IAFF Local 456 (Attn: Larry Long)
MEMORANDUM

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:

<table>
<thead>
<tr>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,803</td>
<td>$2,946</td>
<td>$3,097</td>
<td>$3,256</td>
<td>$3,423</td>
<td>$3,598</td>
<td>$3,783</td>
<td>$3,977</td>
<td>$4,180</td>
</tr>
</tbody>
</table>

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 THE CITY OF STOCKTON AND THE STOCKTON FIREFIGHTER'S LOCAL 456 TO INCLUDE THE CLASSIFICATIONS OF PARAMEDIC (NON-SWORN) AND EMERGENCY MEDICAL TECHNICIAN (NON-SWORN)

WHEREAS, the City of Stockton ("City") and the Stockton Firefighters' Local 456, International Association of Firefighters ("Union"), are parties to a Memorandum of Understanding ("MOU") covering the period from January 1, 2001, through December 15, 2004; and

WHEREAS, City and Union desire to amend the MOU to (1) include, as part of Union's membership and (2) cover under the MOU's provisions, the non-sworn emergency medical worker classifications of Paramedic and Emergency Medical Technician ("EMT"), collectively referred to hereafter as "EMW"; now, therefore:

The parties hereby agree that effective September 1, 2002, the MOU shall be modified and amended as follows:

1. The EMW classifications shall be included as members of Union and their employment shall be subject to all terms and conditions contained in Union's MOU, subject to the following exceptions:

a. EMWs shall be covered, to the extent permitted by law, under the contract between City and the California Public Employees' Retirement System as miscellaneous employees.

b. EMWs shall be compensated in accordance with Exhibit A, attached hereto, with salary step increases to be effective in six-month intervals.

2. Any dispute arising as to the interpretation or application of the provisions of this Letter of Understanding 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 Letter of Understanding this ___ day of October, 2002.

STOCKTON FIREFIGHTERS' LOCAL 456, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

[Signature]
LARRY LONG
President, Local 456

CITY OF STOCKTON, a municipal corporation

[Signature]
MARK E. LEWIS, ESQ.
City Manager

Page 3

03-0389
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
RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN LETTERS
OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 456
REGARDING (1) STOCKTON FIRE DEPARTMENT AMBULANCE
TRANSPORTATION IMPLEMENTATION AND (2) PARAMEDIC
PAY AND EMT CERTIFICATION

WHEREAS, on May 28, 2002, by Resolution No. 02-0336, the City Council directed
the City Manager to take steps necessary to establish ambulance service, initially from five
City fire stations and eventually to increase to ten stations requiring a total of 74 new
positions; and

WHEREAS, it has become necessary to create a non-sworn class of Emergency
Medical Services Transport Technicians to provide services because waiting to hire
academy trained firefighters would delay the implementation of ambulance service by more
than one year; and

WHEREAS, two letters of understanding have been negotiated between the City
and the Stockton Professional Firefighters Local 456 relating to the newly created
Emergency Medical Transportation Services; now, therefore,

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

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 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:

MARY A. PODESTO
Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
LETTER OF UNDERSTANDING
SFD AMBULANCE TRANSPORTATION IMPLEMENTATION

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 Advanced Life Support (ALS) 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 Transportation Report (herein referred to as the Plan).

This Letter of Understanding (LOU) shall be made a part of and attached to the existing Memorandum of Understanding (MOU) between the City and the Union and shall be in force until December 15, 2004.

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). It is hereby agreed upon that the City will, as soon as possible, staff five (5) Advanced Life Support (ALS) transportation units in service 24 hours per day in locations based on the recommendation of the EMS Transportation Committee.

2. The City shall hire up to thirty-four (34) non-sworn Fire Service Emergency Medical Technician's (EMT's) and/or Paramedics as part of the staffing for the ALS transportation units. Each unit will be staffed daily with one (1) EMT and one (1) paramedic. This shall be the minimum staffing level for a transportation unit.

The hiring of up to thirty-four (34) non-sworn Emergency Medical Services Transport Technician EMT's or Paramedics shall be a one (1) time occasion unless agreed to otherwise between the City and Union. These non-sworn positions will be represented by and become members of the Local 456 bargaining unit. As these non-sworn positions are vacated through attrition, the City agrees to replace them with sworn firefighters from an existing eligibility list for entry-level firefighter. The pay and benefits for these personnel shall be consistent with page thirty-one (31) of the Plan. These non-sworn Emergency Medical Transport Technician EMT's or Paramedics shall attend a minimum two (2) week SFD Orientation Course. Their primary function shall be staffing for transportation units only and the City will complete the needed job descriptions and duties with the Union. Current firefighter EMT's and or Paramedics may be assigned to a transportation unit at the discretion of the fire chief.

EXHIBIT A *

02-0480
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:

02-0480
1. The additional transport unit will be staffed with one (1) EMT and one (1) Paramedic.

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6. As identified in the Plan, when the City places into service a 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.

7. The City and Union agree to develop an EMS Oversight Committee for the purpose of reviewing any issues that may have been overlooked at the time of implementation. It is understood that developing a program of this magnitude will result in items that were overlooked by both the City and Union. The following examples, although not exclusive, are to be discussed by this Committee at a minimum of six (6) month intervals:

   a. Implementation schedule.
   b. Capital Improvements timeline and status.
   c. System Design.
   d. Training, CQI, Policies and Procedure changes.
   e. Administrative duties/pay for EMS Captains.

8. 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.
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

City of Stockton, a municipal corporation

LARRY G. LONG
President

MARK E. LEWIS, Esq.
City Manager

ED RODRIGUEZ
Executive Secretary

W. GARY GILLIS
Fire Chief

DAVE MACEDO
Executive Board

Attest:

City Clerk

MICHAEL LILIENTHAL
Executive Board

Approved as to Form:

WYLIE, McBRIE, JESINGER, SURE & PLATTEN

Approved as to Form:

JAYNE W. WILLIAMS
INTERIM CITY ATTORNEY

CHRISTOPHER PLATTEN
Attorney at Law

LAUREN P. THOMASSON
Deputy City Attorney

02-0480
Letter of Understanding
Paramedic Pay and EMT Certification

This Letter of Understanding is entered into effective April 15, 2002, by and between the City of Stockton ("City"), a municipal corporation, and the Stockton Firefighters Local 456, International Association of Firefighters ("Local 456").

Paramedic Pay

Administrative Captains that maintain a paramedic license, and are able to work on the line as a paramedic, shall receive paramedic incentive pay. This benefit shall be retroactive to January 1, 2001.

Administrative Firefighters and Administrative Engineers that maintain a paramedic license, and are able to work on the line as a paramedic, shall receive paramedic incentive pay. The Stockton Fire Department ("Department") does not currently utilize Administrative Firefighters or Administrative Engineers.

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 or 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 the 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.

This Letter of Understanding sets forth the entire integrated agreement between City and Local 456 and supersedes all prior negotiations, representations, understandings, and agreements between the parties, either written or oral, regarding the subject matter addressed herein.

Any disputes that result from this agreement shall be handled in accordance with the current Memorandum of Understanding (Fire Unit) grievance procedures.

IN WITNESS WHEREOF, City and Local 456, through their authorized representatives, have caused this Agreement to be signed, in duplicate, with the effective date to be the date and year first above written.

STOCKTON FIREFIGHTER'S LOCAL 456

LARRY LONG
PRESIDENT

TONY MOUDAKIS
VICE PRESIDENT

CITY OF STOCKTON, a municipal corporation

MARK LEWIS
CITY MANAGER

W. GARY GILLIS
FIRE CHIEF

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

CHRISTOPHER PLATTTEN
ATTORNEY AT LAW

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

LAUREN P. THOMASSON
DEPUTY CITY ATTORNEY
LETTER OF UNDERSTANDING
BETWEEN
CITY OF STOCKTON
AND
STOCKTON PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 456

BLUE CROSS PPO PROVIDER CHANGE

WHEREAS, City of Stockton ("City") and Stockton Professional Firefighters, International Association of Firefighters Local 456 ("Union") are parties to a Memorandum of Understanding ("MOU") with Fire Unit and Fire Management Unit, respectively, covering the period of July 1, 2003 through December 15, 2007, or until such time as successor MOU’s are executed between the City and Union, and

WHEREAS, the MOU’s contain Health Insurance and Related Benefits in Section 14 and Appendix “B” of said MOU which provides for the “City’s modified employee medical plan;” and

WHEREAS, Appendix B of the respective MOU’s reference San Joaquin Foundation for Medical Care as the plan provider; and

WHEREAS, the City and Union agree that all of the benefits allotted under Appendix “B” of the respective MOU’s reference a brief recap of the full plan benefits that were provided under the San Joaquin Foundation for Medical Care plan; and

WHEREAS, the City and Union agree that all benefits offered under the San Joaquin Foundation for Medical Care will continue to be offered under the Blue Cross – Prudent Buyer PPO. The change is only in the network of doctors offered by Blue Cross; and

WHEREAS, the City and Union agree to increase the Lifetime Maximum benefit from one (1) million dollars to two (2) million dollars per person. The Lifetime Maximum benefit will start over at zero (0) dollars for every person covered under this plan, effective the date of ratification of this agreement; and

NOW, THEREFORE, the parties agree to implement a change in the PPO network of medical providers from San Joaquin Foundation for Medical Care to the Blue Cross – Prudent Buyer PPO network as soon as practicable such that Section 14 and Appendix “B” of the MOU is modified and amended to reflect that the PPO network is Blue Cross – Prudent Buyer PPO. The parties further agree to increase the Lifetime Maximum benefit from one
(1) million dollars to two (2) million dollars per person. The Lifetime Maximum benefit will start over at zero (0) dollars for every person covered under this plan, effective the date of ratification of this agreement by the parties. Any disputes involving or relating to this Letter of Understanding shall be resolved through the grievance arbitration procedures of the MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding ______________ day of March, 2005.

STOCKTON PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS IAFF LOCAL 456

By: Michael Lilienthal, President
By: David Macedo, Vice-President

CITY OF STOCKTON, a Municipal Corporation

By: Mark Lewis, Esq., City Manager
By: Terry Parker, Director of Human Resources

APPROVED AS TO FORM: Wylie, McBride, Jesinger, Platten & Renner

By: Christopher E. Platten, Legal Counsel

APPROVED AS TO FORM: Ren Noskey, City Attorney

By: Lori Whittaker, Deputy City Attorney

ATTEST:
KATHERINE GONG MEISSNER
CITY CLERK

By: Katherine Gong Meissner City Clerk
LETTER OF UNDERSTANDING
BETWEEN
CITY OF STOCKTON
AND
STOCKTON PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 456

BLUE CROSS PPO PROVIDER CHANGE

WHEREAS, City of Stockton ("City") and Stockton Professional Firefighters, International Association of Firefighters Local 456 ("Union") are parties to a Memorandum of Understanding ("MOU") with Fire Unit and Fire Management Unit, respectively, covering the period of July 1, 2003 through December 15, 2007, or until such time as successor MOU’s are executed between the City and Union, and

WHEREAS, the MOU’s contain Health Insurance and Related Benefits in Section 14 and Appendix “B” of said MOU which provides for the “City’s modified employee medical plan;” and

WHEREAS, Appendix B of the respective MOU’s reference San Joaquin Foundation for Medical Care as the plan provider; and

WHEREAS, the City and Union agree that all of the benefits allotted under Appendix “B” of the respective MOU’s reference a brief recap of the full plan benefits that were provided under the San Joaquin Foundation for Medical Care plan; and

WHEREAS, the City and Union agree that all benefits offered under the San Joaquin Foundation for Medical Care will continue to be offered under the Blue Cross – Prudent Buyer PPO. The change is only in the network of doctors offered by Blue Cross; and

WHEREAS, the City and Union agree to increase the Lifetime Maximum benefit from one (1) million dollars to two (2) million dollars per person. The Lifetime Maximum benefit will start over at zero (0) dollars for every person covered under this plan, effective the date of ratification of this agreement; and

NOW, THEREFORE, the parties agree to implement a change in the PPO network of medical providers from San Joaquin Foundation for Medical Care to the Blue Cross – Prudent Buyer PPO network as soon as practicable such that Section 14 and Appendix “B” of the MOU is modified and amended to reflect that the PPO network is Blue Cross – Prudent Buyer PPO. The parties further agree to increase the Lifetime Maximum benefit from one
(1) million dollars to two (2) million dollars per person. The Lifetime Maximum benefit will start over at zero (0) dollars for every person covered under this plan, effective the date of ratification of this agreement by the parties. Any disputes involving or relating to this Letter of Understanding shall be resolved through the grievance arbitration procedures of the MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding ______________ day of March, 2005.

STOCKTON PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS IAFF LOCAL 456

By: Michael A. Lilienthal
   President

By: David Macedo
   Vice-President

CITY OF STOCKTON, a Municipal Corporation

By: Mark Lewis, Esq.
   City Manager

By: TERRY PARKER
   Director of Human Resources

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

By: Christopher E. Platten
   Legal Counsel

APPROVED AS TO FORM: REN NOSKEY, City Attorney

By: Lori Whittaker
   Deputy City Attorney

ATTEST:
KATHERINE GONG MEISSNER
CITY CLERK

By: Katherine Gong Meissner
   City Clerk
LETTER OF UNDERSTANDING

This Letter of Understanding (LOU) entered into effect on April 22, 2003, by and between the City of Stockton, a municipal corporation, herein referred to as the City and the Stockton Professional Firefighter’s, International Association of Firefighters Local 456 herein referred to as the Union. This agreement will be in effect so long as both parties mutually agree so, and for a period of time not to exceed two (2) years in duration.

Section 10.3(h) of the Fire Unit Memorandum of Understanding (MOU) will be modified to reflect that one (1) of the eleven (11) Administrative Captain positions identified in said MOU will be upgraded to an Administrative Battalion Chief compensated as a Division Chief. At no time during the term of this agreement shall the number of total captain positions fall below fifty-nine (59).

IN WITNESS THEREOF, the parties hereto have executed this LOU this 22 day of April 2003.

Stockton Professional Firefighters IAFF Local 456

DAN MORRIS
President

City of Stockton, a municipal corporation

MARK LEWIS
City Manager

MICHAEL LILIENTHAL
Vice President

W. GARY GILLIS
Fire Chief

ED RODRIGUEZ
Executive Secretary

KATHERINE GONG MEISSNER
City Clerk

Approved as to form:
WYLIE, McBRIE, JESINGER & PLATTEN

Approved as to form:
JAYNE W. WILLIAMS
INTERIM CITY ATTORNEY
LETTER OF UNDERSTANDING
AMENDING
SFD AMBULANCE TRANSPORTATION IMPLEMENTATION

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 Advanced Life Support (ALS) 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 Transportation Report (herein referred to as the Plan).

The Letter of Understanding (LOU) shall be made a 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.

a. 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). It is hereby agreed upon that the City will, as soon as possible, staff five (5) Advanced Life Support (ALS) transportation units in service twenty-four (24) hours per day in locations based on the recommendation of the EMS Transportation Committee.

b. The City will staff an additional Advanced Life Support (ALS) transportation unit in service twenty-four (24) hours per day in the location based on the recommendation of the EMS Transportation Committee. At that time, a total of six (6) Advanced Life Support (ALS) transportation units will be in service.

c. The City and Union agree that a seventh (7th) Advanced Life Support (ALS) transportation unit will be placed into service based on the recommendation of the EMS Transportation Committee. At that time, a total of seven (7) Advanced Life Support (ALS) transportation units will be in service twenty-four (24) hours per day.

2.

a. The City shall hire up to thirty-four (34) non-sworn Fire Service Emergency Medical Technician’s (EMT’s) and/or Paramedics as part of the staffing for the ALS transportation units. Each unit will be staffed daily with one (1) EMT and one (1) Paramedic. This shall be the minimum staffing level for a transportation unit.
b. The City and Union agree to hire fourteen (14) additional non-sworn Fire Service Emergency Medical Technician’s (EMT’s) and/or Paramedics as part of the staffing for the 6th and 7th ALS transportation units.

c. The hiring of the original thirty-four (34) and additional fourteen (14) non-sworn Emergency Medical Services Transport Technicians EMT’s or Paramedics shall be a one (1) time occasion unless agreed to otherwise between the City and Union. For clarification purposes, the City and Union agree to hire fourteen (14) additional non-sworn Fire Service Emergency Medical Technician’s EMT’s and/or Paramedics from the original thirty-four (34) that was previously agreed to. This is not a continuous hiring of Fire Service Emergency Medical Technician’s EMT’s and/or Paramedic personnel. The City and Union agree to meet in the future to discuss the possibility of continued use of the Single Function EMS Worker position.

d. These non-sworn positions will be represented by and become members of the Local 456 bargaining unit. As these non-sworn positions are vacated through attrition, the City agrees to replace them with sworn firefighters from an existing eligibility list for entry level firefighter. The pay and benefits for these personnel shall be consistent with page thirty-one (31) of the Plan. These non-sworn Emergency Medical Transport Technician EMT’s or Paramedics shall attend a minimum two (2) week SFD Orientation Course. Their primary function shall be staffing for transportation units only and the City will complete the needed job descriptions and duties with the Union. Current firefighter EMT’s and Paramedics may be assigned to a transportation unit at the discretion of the Fire Chief.

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:

   i. Any additional ALS Transportation unit will be staffed with one (1) EMT and one (1) paramedic.

   ii. 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:

   i. An additional ALS Transportation unit shall be placed into service and will be staffed with one (1) EMT and one (1) paramedic.

   ii. 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.

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:

   i. Any additional ALS Transportation unit will be staffed with one (1) EMT and one (1) paramedic.

   ii. 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.

6. As identified in the Plan, when the City places into service a seventh (7th) transportation unit, the City shall assign two (2) new sworn employees to fulfill 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.
7. The City and Union agree to develop an EMS Oversight Committee for the purpose of reviewing any issues that may have been overlooked at the time of implementation. It is understood that developing a program of this magnitude will result in items that were overlooked by both the City and Union. The following examples, although not exclusive, are to be discussed by this Committee at a minimum of six (6) month intervals:

   a. Implementation Schedule
   b. Capital improvements timeline and status
   c. System design
   d. Training, CQI, Policies and Procedure changes
   e. Administrative duties/pay for EMS Captains

8. The City agrees to compensate all San Joaquin County licensed and accredited Stockton Fire Department paramedics, who are not assigned paramedics on an engine or Ambulance Company, five percent (5%) unassigned paramedic pay.

9. The City agrees to purchase all needed equipment to adequately staff and equip each ALS transportation unit. The following examples, although not exclusive, are:

   a. SCBA's (2 per unit).
   b. Structural or biohazard protective gear.

10. The City and Union agree to develop an implementation program to transfer single function EMS Workers to the rank of firefighter by April 1, 2004. This program will be consistent with the provisions contained within the City of Stockton Charter and the Civil Service Rules and Regulations for Police and Fire Employees. Any testing process administered will follow the existing entry-level written examination, physical agility test and oral interview afforded candidates at the entry-level. If a member were unsuccessful with the testing process to become a firefighter, he/she would have the ability to continue city service as a Single Function EMS Worker without loss of pay or seniority.
IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding this 22nd day of December 2003 to be effective upon ratification by the parties.

Stockton Firefighters' Local 456, International Association of Firefighters

DAN MORRISS
President

City of Stockton, a municipal corporation

MARK E. LEWIS, Esq.
City Manager

MICHAEL LILIENTHAL
Vice President

W. GARY GILLIS
Fire Chief

ED RODRIGUEZ
Executive Secretary

TERRY PARKER
Director of Human Resources

Attest:

KATHERINE GONG MEISS
City Clerk

Approved as to Form:

WYLIE, McBRIDE, JESINGER, SURE, PLATTEN & RENNER

Approved as to Form:

JAYNE W. WILLIAMS
INTERIM CITY ATTORNEY

CHRISTOPHER PLATTEN
Attorney at Law

MICHAEL/RISHWAHN
Deputy City Attorney
RESOLUTION AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND STOCKTON PROFESSIONAL FIRE FIGHTERS LOCAL UNION 456 TO PROVIDE FOR A SEPARATE PROBATIONARY PERIOD FOR THE EMERGENCY MEDICAL TRANSPORT TECHNICIAN (NON-SWORN) CLASSIFICATION; AND RATIFYING THE EXECUTION OF THE LETTER OF UNDERSTANDING DATED DECEMBER 3, 2003

WHEREAS, on July 23, 2002, the City Council adopted Resolution No. 02-0480, which, along with authorizing the execution of a Letter of Understanding ("LOU"), created the non-sworn position of Emergency Medical Transport Technician ("EMSTT") and allocated the salary therefore; and

WHEREAS, the LOU also provided that EMSTTs, with the exclusion of safety retirement benefits, would be subject to all the terms and conditions of employment contained in the then current Memorandum of Understanding, which included a probationary period of eighteen (18) months; and

WHEREAS, although the Stockton Professional Fire Fighters Local Union 456 ("Local 456") represents the position of EMSTT, it is still a part of the Miscellaneous Classified Service and should not be subject to an eighteen-month probationary period; and

WHEREAS, staff and Local 456, Fire Administration, recommend that EMSTTs serve the same probationary period as other similarly classified positions, which is being recommended to be twelve (12) months; and

WHEREAS, staff also recommends that the City Council ratify the execution of the LOU dated December 3, 2003, between the City of Stockton and Local 456 regarding the implementation of Advanced Life Support emergency ambulance transportation services; now, therefore,

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


City Atty
Review
Date July 2, 2004
2. The "Letter of Understanding Amending SFD Ambulance Transportation Implementation" between the City of Stockton and Local 456 is attached hereto as Exhibit "B" and made a part hereof, is hereby approved, ratified, and adopted.

3. The City Manager of the City of Stockton is hereby authorized and directed to take and/or authorize such actions as deemed necessary to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED

JUL 13 2004

ATTEST:

GARY A. PODESTO
Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
AGREEMENT AMENDING THE LETTER OF UNDERSTANDING, DATED JULY 23, 2002—PROVIDING FOR THE REPRESENTATION OF THE EMERGENCY MEDICAL TRANSPORT TECHNICIAN (NONSWORN) CLASSIFICATION—BY AMENDING THE PROBATIONARY PERIOD FOR EMERGENCY MEDICAL TRANSPORT TECHNICIANS.

WHEREAS, the City of Stockton ("City") and the Stockton Professional Fire Fighters Local Union 456, International Association of Fire Fighters ("Union"), are parties to a Memorandum of Understanding ("MOU") covering the period July 1, 2003 through December 15, 2007; and

WHEREAS, City and Union desire to amend the MOU to provide for a separate probationary period for Emergency Medical Services Transport Technicians ("EMSTTs"); now, therefore:

City and Union hereby agree that effective July 1, 2004, section 4.2 of the MOU shall be modified and amended as follows:

1. 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.

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

3. This amendment shall apply to all Emergency Medical Transport Technicians appointed since the adoption of Council Resolution No. 02-0480.

EXHIBIT A
4. 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 agreement this ___ day of July 2004.

STOCKTON PROFESSIONAL FIRE FIGHTERS LOCAL UNION 456, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  

By: ____________________________________________  
    DAN MORRISS  
    Its: President

By: ____________________________________________  
    GREG BIDDE  
    Its: Vice President

CITY OF STOCKTON, a municipal corporation

By: ____________________________________________  
    MARK LEWIS  
    Its: City Manager

By: ____________________________________________  
    Terry G. Parker  
    Its: Director of Human Resources

APPROVED AS TO FORM:

WYLIE, McBRIEDE, JESSINGER & PLATTEN

By: ____________________________________________  
    Christopher Platten  
    Its: Legal Counsel

ATTEST:

KATHERINE GONG MEISSNER  
CITY CLERK

By: ____________________________________________  
    ____________________________  
    Its: ____________________________

APPROVED AS TO FORM:

JAYNE W. WILLIAMS  
INTERIM CITY ATTORNEY

By: ____________________________  
    Michael T. Rishwain  
    Its: Assistant City Attorney
LETTER OF UNDERSTANDING
AMENDING
SFD AMBULANCE TRANSPORTATION IMPLEMENTATION

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 Advanced Life Support (ALS) 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 Transportation Report (herein referred to as the Plan).

The Letter of Understanding (LOU) shall be made a 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.

a. 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). It is hereby agreed upon that the City will, as soon as possible, staff five (5) Advanced Life Support (ALS) transportation units in service twenty-four (24) hours per day in locations based on the recommendation of the EMS Transportation Committee.

b. The City will staff an additional Advanced Life Support (ALS) transportation unit in service twenty-four (24) hours per day in the location based on the recommendation of the EMS Transportation Committee. At that time, a total of six (6) Advanced Life Support (ALS) transportation units will be in service.

c. The City and Union agree that a seventh (7th) Advanced Life Support (ALS) transportation unit will be placed into service based on the recommendation of the EMS Transportation Committee. At that time, a total of seven (7) Advanced Life Support (ALS) transportation units will be in service twenty-four (24) hours per day.

2.

a. The City shall hire up to thirty-four (34) non-sworn Fire Service Emergency Medical Technician's (EMT's) and/or Paramedics as part of the staffing for the ALS transportation units. Each unit will be staffed daily with one (1) EMT and one (1) Paramedic. This shall be the minimum staffing level for a transportation unit.
b. The City and Union agree to hire fourteen (14) additional non-sworn Fire Service Emergency Medical Technician's (EMT's) and/or Paramedics as part of the staffing for the 6th and 7th ALS transportation units.

c. The hiring of the original thirty-four (34) and additional fourteen (14) non-sworn Emergency Medical Services Transport Technicians EMT's or Paramedics shall be a one (1) time occasion unless agreed to otherwise between the City and Union. For clarification purposes, the City and Union agree to hire fourteen (14) additional non-sworn Fire Service Emergency Medical Technician's EMT's and/or Paramedics from the original thirty-four (34) that was previously agreed to. This is not a continuous hiring of Fire Service Emergency Medical Technician's EMT's and/or Paramedic personnel. The City and Union agree to meet in the future to discuss the possibility of continued use of the Single Function EMS Worker position.

d. These non-sworn positions will be represented by and become members of the Local 456 bargaining unit. As these non-sworn positions are vacated through attrition, the City agrees to replace them with sworn firefighters from an existing eligibility list for entry level firefighter. The pay and benefits for these personnel shall be consistent with page thirty-one (31) of the Plan. These non-sworn Emergency Medical Transport Technician EMT's or Paramedics shall attend a minimum two (2) week SFD Orientation Course. Their primary function shall be staffing for transportation units only and the City will complete the needed job descriptions and duties with the Union. Current firefighter EMT's and Paramedics may be assigned to a transportation unit at the discretion of the Fire Chief.

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:

      i. Any additional ALS Transportation unit will be staffed with one (1) EMT and one (1) paramedic.

      ii. 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:

      i. An additional ALS Transportation unit shall be placed into service and will be staffed with one (1) EMT and one (1) paramedic.

      ii. 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.

   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:

      i. Any additional ALS Transportation unit will be staffed with one (1) EMT and one (1) paramedic.

      ii. 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.

6. As identified in the Plan, when the City places into service a seventh (7th) transportation unit, the City shall assign two (2) new sworn employees to fulfill 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.
7. The City and Union agree to develop an EMS Oversight Committee for the purpose of reviewing any issues that may have been overlooked at the time of implementation. It is understood that developing a program of this magnitude will result in items that were overlooked by both the City and Union. The following examples, although not exclusive, are to be discussed by this Committee at a minimum of six (6) month intervals:

a. Implementation Schedule
b. Capital improvements timeline and status
c. System design
d. Training, CQI, Policies and Procedure changes
e. Administrative duties/pay for EMS Captains

8. The City agrees to compensate all San Joaquin County licensed and accredited Stockton Fire Department paramedics, who are not assigned paramedics on an engine or Ambulance Company, five percent (5%) unassigned paramedic pay.

9. The City agrees to purchase all needed equipment to adequately staff and equip each ALS transportation unit. The following examples, although not exclusive, are:

a. SCBA's (2 per unit).
b. Structural or biohazard protective gear.

10. The City and Union agree to develop an implementation program to transfer single function EMS Workers to the rank of firefighter by April 1, 2004. This program will be consistent with the provisions contained within the City of Stockton Charter and the Civil Service Rules and Regulations for Police and Fire Employees. Any testing process administered will follow the existing entry-level written examination, physical agility test and oral interview afforded candidates at the entry-level. If a member were unsuccessful with the testing process to become a firefighter, he/she would have the ability to continue city service as a Single Function EMS Worker without loss of pay or seniority.
IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding this [ ] day of December 2003 to be effective upon ratification by the parties.

Stockton Firefighters’
Local 456, International
Association of Firefighters

DAN MORRISS
President

City of Stockton, a municipal corporation

MARK E. LEWIS, Esq.
City Manager

MICHAEL LILIENTHAL
Vice President

W. GARY GILLIS
Fire Chief

ED RODRIGUEZ
Executive Secretary

TERRY PARKER
Director of Human Resources

Attest:

KATHERINE GONG MEISS
City Clerk

Approved as to Form:

WYLIE, McBRIDE, JESINGER,
SURE, PLATTEN & RENNER

Approved as to Form:

JAYNE W. WILLIAMS
INTERIM CITY ATTORNEY

CHRISTOPHER PLATTEN
Attorney at Law

MICHAEL/RISHWAIN
Deputy City Attorney