FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2015 – JUNE 30, 2016

CITY OF STOCKTON

FIRE SERVICES MANAGEMENT UNIT MEMORANDUM OF UNDERSTANDING

2016 - 04-26-12016 RP

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 of conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

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

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned regarding wages, hours and other terms and conditions of employment for the period commencing July 1, 2015, and ending on June 30, 2016. This agreement shall supersede all other existing agreements on the matters set forth herein.

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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

Pursuant to Resolution No. 36,011, adopted by the Stockton City Council on February 14, 1979, Stockton Firefighters' Local 456 (formerly Local 1229), International Association of Firefighters, is the recognized employee organization representing the Fire Services Management Unit, hereafter referred to as the "Union."

SECTION 2. UNION SECURITY

2.1. Dues Deduction

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

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

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

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

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

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

Additional authorization shall not be required for deduction of increased membership dues when such increase has been duly approved by the membership of the Union. Notification of such approval shall be forwarded to the City in the form of written notice on official Union letterhead and signed by the Union President or other duly authorized Union official. Upon receipt of notification, the City shall authorize the payroll deduction of the increased amount.

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

In addition to the deduction of dues, the City will deduct from the paychecks of Union members who request it, premiums for group insurance and investment plans sponsored by the Union. Such deductions shall be made in one lump sum and only upon receipt of a signed authorization from the employee on a form that is satisfactory to the City. Such deductions shall be

payable to the Union who is responsible for distribution to sponsored programs.

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

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

2.2. Use of City Facilities

The Union shall be allowed by the City department in which it represents employees use of space on available bulletin boards for communications having to do with official Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

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

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

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

2.3. Advance Notice

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

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

2.4. Attendance at Meetings by Employees/Release Time

a. Release Time Related to Meet and Confer. City employees who are official representatives of the Union shall be given reasonable time off with pay, in accordance with the MMBA, to attend meetings with City management representatives where matters within the scope of representation or grievances related to this unit are being considered. The use of official release time for this purpose shall be reasonable and shall not interfere, as determined by the City, with the performance of City services. Such employee representatives shall request an excused absence, prior to the scheduled meeting, whenever possible. Except by mutual agreement, the number of employees excused for release time related to meeting with City management on meet and confer and grievance matters shall not exceed three (3) per recognized bargaining unit.

SECTION 3. NON-DISCRIMINATION/EQUAL EMPLOYMENT

3.1. Non-Discrimination/Equal Employment

The City and the Union agree that there shall be no discrimination of any kind on the basis of age (over 40), race, creed, color, religion, national origin (ancestry), veterans status, physical or mental disability, marital status, sex (sexual, gender based, pregnancy/childbirth), sexual orientation, political affiliation, legitimate Union activity, or on any other basis prohibited by applicable federal and State law against any employee or applicant for employment. In addition, the Union shall cooperate with the City, to the extent authorized by federal and State laws and regulations, in furthering the City's objective of promoting equal employment opportunities.

SECTION 4. PROBATION

All promotional Fire Department appointments shall be subject to a probationary period of twelve (12) months. The probationary period for Fire Department promotional positions shall not be extended.

SECTION 5. LAYOFF

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

5.1. Layoff Scope

a. Layoffs shall be within departments of the City.

b. The departments of the City are defined as follows:

1) Administrative Services Department
2) City Attorney
3) City Auditor
4) City Clerk
5) City Manager
6) Community Development Department
7) Community Services
8) Economic Development
9) Fire Department
10) Human Resources Department
11) Information Technology Department
12) Municipal Utilities Department
13) Police Department
14) Public Works Department

5.2. Notice of Layoff

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

5.3. Precedence by Employment Status

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, except as specified above. For the purpose of this procedure, part time classes shall be considered separate from and shall be laid off prior to regular full-time classes. The following provisions shall apply in computing total continuous service:

a. Time spent on military leave shall count as service if the leave was taken subsequent to entry in the Department.

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

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

If two (2) or more employees have the same seniority, the order of seniority shall be determined by the employees' examination results and ranking on the respective eligibility list upon which the employees' were subsequently hired.

5.4. Employee Options

Employees laid off shall have the following choices:

a. Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least (total service) seniority. This option shall be exercised before any other option.

b. Taking a voluntary demotion within the department to a classification in which the employee had prior permanent status, thus displacing the employee working in that classification who has the least (total service) seniority.

SECTION 6. REEMPLOYMENT

When an employee with classified service whose performance evaluation conducted by the employing department reflects that the employee is performing duties satisfactorily is laid off due to lack of funds or their position is abolished or on authorized leave of absence and is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the employee in the appropriate class to be placed on the reemployment list. Except as otherwise provided in subsection (b) below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment thereafter when vacancies occur.

(a) Laid off employees who separate from City of Stockton employment will be placed on the reemployment list for two (2) years.

(b) An employee who receive a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee demoted, as provided for above and remain on the list as long as the employee remains an employee of the City or only for a period of two (two) years from the date of separation due to layoff, whichever is longer, or until the employee declines appointment to the position. The reemployment rights granted by this subsection are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

The reemployment list for any class shall be established by a Civil Service resolution, as needed. The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means "last laid off, first rehired." An employee who waives reemployment three times shall have his/her name removed from the reemployment list, unless mutually agreed to by the Department and employee.

If the changes listed above require Civil Service approval, the Association agrees to not object to these changes in the duration of reemployment lists consistent with this section.

SECTION 7. DISCIPLINE

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

The appointing authority may discharge, suspend, or demote any employee in the classified service provided the City Charter provisions, the Rules and Regulations of the Civil Service Commission, and any applicable provisions of law are followed. Such provisions allow the employee suspended, demoted, or discharged to file an appeal to the Civil Service Commission. The employee may take any one (1) of the following actions:

a. File no appeal.

b. File an appeal with the Civil Service Commission within ten (10) business days of receipt of written notification of the action. Such filing will foreclose the use of the grievance procedure.

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

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

SECTION 8. GRIEVANCE PROCEDURES

8.1. Definition

A grievance is any dispute which involves the interpretation or application of those rules, regulations, and resolutions which have been, or may hereafter be, adopted by the City Council to govern personnel practices and working conditions, including such rules, regulations, and resolutions as may be adopted by either the City Council or the Civil Service Commission to affect Memoranda of Understanding which result from the meeting and conferring process.

8.2. Filing Deadline

No grievance involving demotion, suspension, discharge, or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the time the affected employee received written notification of such action.

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

8.3. Grievance Processing

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

b. Step 2 - Director of Human Resources Review. Any employee or any official of the Union may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have twenty (20) working days in which to investigate the issues, meet with the complainant, and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph, except for the resolution of compensation complaints.

c. Step 3 - City Manager Review. Any grievance that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

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

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

8.4. Scope of Arbitration

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

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

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

8.5. Other Provisions

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

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints that allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process, and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

The provisions of this section shall not abridge any rights to which an employee may be entitled under the City Charter, nor shall it be administered in a manner that would abrogate any power which, under the City Charter, may be within the sole province and discretion of the Civil Service Commission.

All grievances of employees in representation units represented by the Union shall be processed under this section. If the City Charter requires that another option be available to the employee, no action under paragraph "d" of subsection 8.3, above, shall be taken unless it is determined that the employee is not availing himself/herself of such option.

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

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

SECTION 9. LEAVES

9.1. Vacation Leave

a. Accrued Vacation Allowance. All regular employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave as follows.

1) 40 hour workweek employee:

Under 1.5 years	80 hours
1.5 – 7.5 years	108 hours
7.5 – 15 years	144 hours
15 – 25 years	189 hours
25 plus years	additional 7 hours each year

2) 56 hour workweek employee:

Under 1.5 years	120 hours
1.5 – 7.5 years	162 hours
7.5 – 15 years	216 hours
15 – 25 years	283.5 hours
25 plus years	additional 10.5 hours each year

3) Employees shall accrue vacation on a twice-monthly basis.

Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception.

The maximum number of vacation hours that employees shall accrue for employees on a 40 hour workweek shall be:

Under 1.5 years	120 hours
1.5 – 7.5 years	240 hours
7.5 – 15 years	280 hours
15 – 25 years	320 hours
26 years	328 hours
27 years	336 hours

28 years	344 hours
29 years	352 hours
29 plus years	7 hours each additional year

4) And for employees working on a 56 hour workweek the maximum number of vacation hours shall be:

Under 1.5 years	300 hours
1.5 – 7.5 years	360 hours
7.5 – 15 years	420 hours
15 – 25 years	480 hours
26 years	492 hours
27 years	504 hours
28 years	516 hours
29 years	528 hours
29 plus years	7 hours each additional year

b. Longevity Vacation Allowance

1) Program is eliminated as of July 1, 2011. Employees with accrued longevity allowance positive balances as of June 30, 2011 will have those balances frozen and cashed out upon separation at the employee's rate of pay on June 30, 2011.

2) Annual longevity vacation allowance accrual credited on January 1, 2011 shall be reduced by fifty percent (50%).

c. Scheduling

1) 48/96 Shift Schedule

The 48/96 Shift Schedule for line fire suppression employees shall continue indefinitely with the contingency that the Fire Chief shall retain the ability to discontinue, change or otherwise alter the work schedule consistent with his/her management responsibility to control and direct all Stockton Fire Department's members and divisions. The following provisions shall apply, as long as the 48/96 Shift Schedule remains in effect:

A minimum of four (4) shifts of Accrued Vacation must be scheduled per year. The four (4) shift minimum is not required to be scheduled continuously and may be split into two (2) separate vacation periods of a minimum of two (2) consecutive shifts each.

Any Accrued Vacation that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.

d. Vacation Cash out for Separated Employees

An eligible employee separating from City service effective July 1, 2014 for any reason who has unused vacation time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post separation date at no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

9.2. Sick Leave

a. Accrual. All regular employees on a 40 hour a week schedule, except provisional, temporary, and part time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular employees on a 56 hour workweek schedule, except provisional, temporary, part-time employees shall accrue sick leave at a rate of twelve (12) hours for each month of service. All regular employees, except provisional, temporary, and part time employees, working less than a full month shall accrue sick leave while off duty on authorized sick leave, provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

b. Usage. Employees are entitled to sick leave pay for those days that the employee would normally have worked, to a maximum of sick leave hours accrued by the employee.

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

contributed to by pregnancy, miscarriage, abortion, and childbirth and recovery therefrom.

c. Family Sick Leave. Employees may utilize fifty percent (50%) of their annual accrued sick leave to attend to cases of illness or injury in the employee's immediate family, except in instances where the employee is on approved FMLA or CFRA leave.

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

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

Before an employee may be paid for the use of accrued sick leave, he/she shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth the dates and hours of absence, the exact reason, and such other information as is necessary for his/her request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the Fire Chief.

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

The Fire Chief or designee may make such sick leave usage reviews and may require such physician's documentation as they deem necessary to insure proper use of the sick leave benefit. In addition, the Fire Chief may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

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

1) Was hospitalized during the period for which sick leave is claimed, or

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

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

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

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

i. Payment for Unused Sick Leave for Unit Employees. Effective February 17, 2012, all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees may be eligible to convert unused sick leave for CalPERS service credit at retirement based on the PERS contract provisions applicable to their employment.

j. CalPERS Service Credit for Unused Sick Leave. Employees shall be eligible for CalPERS service credit for any unused sick leave at retirement not otherwise compensated for in (k) below. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave shall not be eligible for this service credit.

k. Sick Leave Retention Benefit.

If, after subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:

1. Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;

2. Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 35% of its cash value to separating employees between these dates; and

3. Separation after July 1, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 50% of it's cash value to separating employees after this date.

4. Service credit for unused sick leave shall be in accordance with PERS regulations.

9.3. Other Leaves with Pay

a. Bereavement Leave. In the event of a death in the immediate family of an employee, the employee shall, upon his/her request, be granted up to three (3) days bereavement leave with pay and without charge to his/her accumulated sick leave credits or vacation eligibility. The City Manager may grant an additional two (2) days bereavement leave upon request, which shall be charged against the employee's accumulated sick leave credits in cases where extensive travel is required to attend the funeral. For the purposes of this paragraph, "immediate family" shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

In the event of the death of a person not immediately related to an employee, as defined above, the employee's department head may grant up to three (3) days leave upon request, which shall be charged against the employee's accumulated sick leave credits.

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

Such absences from duty will be compensated for actual hours the employee serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. As a condition of receiving 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.

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

Absences from duty will be without pay when the employee appears in private litigation to which the City is not a party.

Notwithstanding the foregoing, attendance in court or at a deposition in connection with an employee's official duties for a case in which the City is a party, together with travel time and necessarily involved, shall not ~~be~~ considered in terms of actual hours spent performing those duties and paid as hours worked.

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.

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

9.4. Workers' Compensation Leave

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

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

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

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

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

c. Return to Duty. Upon availability for return to duty, employees shall notify the Chief's Operator, or if unavailable, the shift Telecommunications

Supervisor at the ECD at the earliest reasonable time, but not later than 6:00 p.m. on the day prior to his/her next scheduled duty period.

d. Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness and who is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.5. Leave of Absence

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

All approval authority over leaves of absence exercised by the Fire Chief under this section shall be subject to review by the City Manager, whose ruling shall be final.

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

The entitlement to City-paid premiums shall end on the last day of the month in which the employee was paid except that employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plans by prepayment of the monthly premium during the authorized leave of absence.

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

reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.6. Leave of Absence without Pay

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

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

Leaves of absence without pay on account of illness or injury, which are not job related, 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 as approved by the Human Resource Director shall be deemed to have voluntarily resigned from employment with the City.

SECTION 10. DAYS AND HOURS OF WORK

10.1. Workweek

Except in cases of conflagration, flood, or similar emergency, the basic workweek of any member of this unit shall not be more than fifty-six (56) hours per week, averaged over a twelve (12) week period. All working shifts will commence at 8:00 a.m., with the exception of the employees assigned to work in the Fire Department's Administration Offices, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

10.2. Shift Trades

Employees in this unit will be allowed to trade shifts. Shift trade privileges shall be determined and administered by the Fire Chief.

Employees who have traded their shift with another employee shall not be eligible to work any overtime for the period that would have been their normal work hours.

10.3. Staffing

The City has management rights to determine staffing and the City will comply with applicable CalOSHA laws.

SECTION 11. OVERTIME

11.1. Overtime Authorization

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

11.2. Definition

a. Those employees whose normal work period is not more than 56 hours per week averaged over a twelve (12) week period shall be paid at the rate of time and one-half for actual hours worked in excess of 216 hours in a twenty seven (27) work period. "Hours worked," as used in this paragraph, shall include all actual time worked. Furlough hours taken, holiday hours taken and observed holidays where the City is closed shall be considered as time worked for unit employees in Administrative assignments where holidays are observed only. Sick leave, vacation, or other compensated time off shall not be considered as actual time worked.

b. Effective 90 – 120 calendar days but no later than October 31, 2012, the City may convert to a 24 day period 7 k exemption and at that time for the purpose of determining whether an employee is to be paid at the rate of time and one-half (1-1/2) for hours worked in excess of 182 hours in a twenty four (24) day work period. Hours worked shall include all actual time worked. Holiday hours taken and observed holidays where the City is closed shall be considered as time worked for unit employees in Administrative assignments where holidays are observed only. Sick leave, vacation, or other time taken as compensated time off shall not be considered as actual time worked.

c. For Fire Prevention Bureau employees and Division of Training employees, overtime shall be paid at the rate of time and one half (1-1/2) for all hours of actual time worked in excess of forty (40) hours in a seven (7) day work period.

d. Premium FLSA Pay. Fire management unit employees on a 56 hour work week currently receive a 3.16 hours per pay period for Premium FLSA Pay to compensate for overtime hours between the FLSA maximum of 53 hours per week and the department 56 hour work week (the 3.16 hours is calculated based on a 24 day cycle).

11.3. 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 work period in which it is earned and will be credited in accordance with 11.1 above. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief's designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that he/she is unable to take accrued compensatory time during the work period in which it is earned, pay for such time shall be provided at straight time or time and one half (1-1/2) depending upon the number of hours worked by the employee during the work period consistent with 11.1 above.

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

11.4. Fair Labor Standards Act

The City and the Union shall cooperate with each other to promptly resolve any issue that may arise during the term of this Memorandum of Understanding regarding compliance with the Fair Labor Standards Act. Any dispute 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.

a. Work Out of Classification. Employees assigned to work overtime in a position or classification other than the position or classification, to which they are permanently appointed, will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a

position or classification to which the employee does not hold a permanent appointment.

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

SECTION 12. HOLIDAYS

a. Employees shall receive the following holidays on full pay not to exceed eight (8) hours for any one (1) holiday, unless otherwise provided in this section. The City observes the following holidays on the dates indicated:

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

Effective August 1, 2011, a new salary range for forty (40) hour administrative positions in this unit will be established that will be five and three-quarters percent (5.75%) lower than the salary range for fifty-six (56) hour employees as reflected in the City's Salary Schedule as of March 31, 2011.

Effective August 1, 2011, the differential for Administrative Positions in this unit in section 13.12 will be increased by the 6.34%.

b. Except for employees in administrative assignments who observe holidays, employees in this bargaining unit receive the dollar value of the holidays listed above (as noted in their salary ranges) in lieu of observing holidays. Effective July 1, 2012 the salary ranges for employees, excluding those in administrative assignments, shall have their salary ranges reduced by the value of the one holiday, which the parties agree is 0.41%.

c. For employees on the 9/80 alternative work schedule, employees may shift their work schedule so that their 8 hour day falls on the designated holiday with the approval of their supervisor.

d. For positions that observe holidays. in order to receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1. Public Employee Retirement System Benefits for Unit Employees hired on or before June 30, 2011

The City participates in the California Public Employees' Retirement System (PERS) and shall provide the Union's members hired on or before June 30, 2011 with the following retirement benefits in accordance with state law and the agreement between the City and PERS.

a. Retirement Contribution Supplement. The City Employees in this unit shall contribute an amount equal to nine percent (9.0%) of the employee's current base salary and other compensation as qualified by State law toward PERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code section 20691.

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

c. Employee Contributions. In accordance with Government Code section 20692 (formerly 20615.5, Employer Paid Member Contributions as Compensation), employees, at the beginning of their last year of employment, will pay the additional employee contribution over the amount paid in 13.1.a above, up to the 9% employee share, if any, through an automatic payroll deduction. The base salary for those employees will be increased by that same additional contribution, here, if any, for the last twelve (12) months of employment (IRS Code § 414H(2) will be concurrently implemented with the PERS amendment).

d. Effective August 1, 2011, employees hired on or before June 30, 2011 shall pay nine percent (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by state law towards the Public Employees' Retirement System (P.E.R.S.) towards employer's share of cost for P.E.R.S. pension on a post-tax basis in the form of a payroll deduction. The City will seek an IRS private letter ruling to determine whether or not the IRS permits the employee's contribution to the employer's share of pension cost to be treated on a pre-tax basis. If the IRS issues a private letter ruling allowing employee's contribution toward employer pension cost on a pre-tax basis, the City will change the deduction from post-tax to pre-tax as soon as administratively possible after the IRS final determination.

e. Three Percent At Age 50 Retirement Benefits. As soon as possible following the City and Union's execution of this Memorandum of Understanding, the City shall make application with PERS to provide Government Code section 21362.2 (3.0% at age 50) benefits, with the benefit to be effective for Union's members on December 16, 2001, or following the approval and adoption by the Stockton City Council and PERS Board of Administration, if after December 16, 2001.

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

g. 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.

h. PERS 20516 Employee Cost-Share of Employer Contribution. The union has proposed utilizing the PERS cost sharing amendment provisions to pay a share of the employer statutory costs up to a maximum of 14.138%. The union proposes that through the cost share they are to pay 9% towards Employer's required PERS contribution. They also propose to offset other employee concessions or costs otherwise provided for in this MOU. The City has agreed to this request with the following understandings as listed in this document. The parties understand a vote of all individuals covered by the PERS agreement is required to implement this PERS amendment. Upon successful vote by the covered individuals, the parties shall implement a cost-sharing agreement under Government Code Section 20516 as soon as possible consistent with PERS regulation.

1. Cost Sharing for the Employer's Pick-up of the Employee's 9% PERS Contribution.

   The Union proposes to cost share an employee contribution in the amount of 9% of the employee's current base salary (employee contribution) and other compensation as qualified by PERS towards the employer's share of cost for PERS pension on a pre-tax basis. If PERS determines that the maximum contribution through a PERS Section 20516 amendment is less than the 9% and/or some or all of the contributions sunset at specific time in the future, the parties agree

that the City shall deduct the percentage up to 9% not covered by the PERS amendment process through a payroll reduction as provided for in 13.1.c above. If during the term of this agreement legislation is enacted and becomes effective during the term of this agreement requiring employees under the PERS retirement system to pay all or part of the employees share of retirement thus reducing or eliminating EPMC, the parties agree that as soon as administratively possible consistent with PERS regulations to convert the employee's contribution to the employers' share under this 20516 cost share contract amendment to the employee share towards retirement for the percentage required by the new legislation.

13.2. Public Employee Retirement System Benefits for Unit Employees Hired on or after July 1, 2011

The City will contract with PERS to provide a new second tier retirement program of 3% at 55 with three year average salary formula and no other additional PERS enhanced benefits except for those statutorily required for employees hired on or after July 1, 2011 or as soon as administratively possible. Effective July 1, 2011, all employees shall pay 9% of the employees' current base salary towards the employee's contribution towards PERS and any other compensation as qualified by state law towards PERS retirement benefits through a payroll deduction.

13.3. PERS Benefits for Employees hired on or after January 1, 2013

a. Employees with Reciprocity

Employees hired on or after January 1, 2013, who had service under another CalPERS agency or public retirement system with reciprocity prior to January 1, 2013, and a break in service of less than 6 months and consider legacy employees by PERS AB 340, shall be subject to the PERS pension formula of 3@55 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay the employee's statutory employee's contribution for these benefits of 9%

b. Employees without Reciprocity

Employees hired on or after January 1, 2013, shall be subject to the AB340 PERS pension formula of 2.7@ 57 with no optional pension enhancements and the other

provisions of the retirement tier they were hired under. Employees shall pay 50% of the City normal cost rate for the 2.7@57 as determined by CalPERS.

13.4. Uniform Allowance

Effective after this MOU adoption, employees in this unit shall receive a uniform allowance in the amount of seven hundred dollars ($700.00). One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

13.5. Certificate Incentive Pay

The City will pay employees in this unit who attain a Stockton Fire Department Intermediate Certificate, three percent (3%) of the top step of the employee's rank.

The City will pay employees in this union who attain a Stockton Fire Department Advanced Certificate, five percent (5%) of the top step of the employee's rank.

Employees in this unit shall be required to follow the Department's continuing education policy in order to remain eligible for this benefit.

13.6. Emergency Medical Technician Certification

Employees in this unit shall be responsible for maintaining EMT certification.

It is the policy of the Stockton fire Department that all sworn employees assigned to line fire suppression activities and working in the rank of Battalion Chief and below shall maintain a current San Joaquin County Emergency Medical Technician ("EMT") certification or face disciplinary procedures detailed below.

Each member shall secure EMT certification within one year of commencement of employment and maintain that certification throughout his/her career while assigned to line fire suppression activities. In the event a new member does not have EMT certification upon employment, the member shall be provided Emergency Aid Responder ("EAR") training and certification by the Department's Division of Training prior to being placed on line.

All periodic re-certifications of EMT certification shall be prepared for and executed during on-duty training sessions conducted by the Division of Training. If a member fails to re-certify after one attempt, the Division of Training shall provide additional resources to assist the member to prepare for a second attempt at re-certification in accordance with State regulations. The Division of Training's resources will include the following: study guides, textbooks, remedial lectures on deficiencies, and a list of local courses offered by other agencies. If the member fails the second attempt

of the member's EMT certification expires, the member must obtain EAR certification, which shall comply with State law. The non-EMT member will be provided EAR training and certification by the Division of Training prior to assignment to line fire suppression activities.

Members whose certification lapses shall have 18 months to complete an EMT re-certification process. During this time frame, the member shall not trade shifts or work overtime without permission of the Fire Chief. The member shall be reduced one pay grade until EMT re-certification is achieved.

A member may attempt re-certification at any time and from any jurisdiction within the State of California. If the member fails to either (1) regain EMT certification within the eighteen month "correction period" or (2) fails to obtain EAR certification within 30 days of loss of EMT certification, the City may take appropriate disciplinary action pursuant to Rule XII of the Stockton Civil Service Rules and Regulations for Police and Fire Employees, up to and including termination.

Any disputes that result from this agreement shall be handled in accordance with the grievance procedures.

13.7. Mileage Reimbursement for Private Vehicle Use

For authorized use of a private vehicle, employees in this unit will be reimbursed for actual mileage at the current rate established for other employees.

13.8. Longevity Pay

Effective August 1, 2011, Longevity Pay shall be eliminated. However, the City shall grandfather only those employees who on July 31, 2011 were receiving a pay of five percent (5%) of top step pay in rank to members of this unit who have fifteen (15) years of continuous service as sworn employees with the City's Fire Department, but the five percent (5%) pay shall be reduced to two and one-half (2.5%) effective August 1, 2011.

The City shall increase the salary step of Battalion Chiefs who attain twenty-two (22) years of continuous employment by three and one-quarter percent (3.25%) only for those employees as of July 31, 2011 who have attained twenty-two (22) years of continuous employment and therefore shall be grandfathered.

a. Effective July 1, 2012, the grandfathered longevity rate for members who were receiving the fifteen year benefit shall be reduced to one and a quarter percent (1.25%). The rate for members that were receiving the twenty-two (22) year shall receive one point six three (1.63%) percent.

13.9. Contagious Disease

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

13.10. Specialty Assignment Pay

Battalion Chiefs assigned to a forty (40)-hour workweek will receive additional compensation of 13.33% above their regular rates of pay. The duration of any such assignment shall be at the sole discretion of the Fire Chief. Note: The FLSA rate was 3.33% so this rate is not increasing.

13.11. Acting Pay

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

13.12. Call-Back Pay

An employee called back to work to assist with a multiple alarm fire or other emergency situation after he/ she has worked a scheduled shift and has departed from the work site shall earn three (3) hours of call-back at the regular hourly rate of pay or time and one-half (1-1/2) of his/her regular rate of pay for time worked, whichever is greater.

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

13.13. Paramedic Certificate Pay

a. The City shall compensate Battalion Chiefs who are San Joaquin County licensed and accredited Paramedics three percent (3%) of top salary step of rank.

b. Continuing Education for Paramedics. Upon prior approval of the Fire Chief, the City will compensate members of the Fire Management unit at their straight time rate for time spent, in an off-duty status, in continuing education

necessary to maintain their certification, up to twenty-four hours or less in a 2 year certification period.

c. Administrative Captains that maintain a paramedic license, and assigned by the Chief to work on the line as a paramedic shall receive paramedic incentive pay.

d. 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.

13.14. Wellness-Fitness Program

The purpose of the Department's Wellness-Fitness Program is to develop, promote, enhance and maintain the wellness and fitness of members of the Department. The program will be based upon medical testing guidelines established by the International Association of Fire Fighters (IAFF) Joint-Labor Management Wellness Fitness Initiative.

a. Participation in the Wellness-Fitness Program is mandatory for the programs testing, evaluations and daily physical training requirements.

b. Annual physicals under the program shall be required. The City will contract with an Occupational Health Provider of its choosing to perform these annual physicals.

c. All information obtained from the medical evaluations is confidential, and the City will only have access to information regarding work restrictions necessary to determine whether appropriate accommodations can be made.

d. Labor and management will continue to collaborate on the Department's Wellness-Fitness Program to enhance and maintain the wellness and fitness of members of the Department.

SECTION 14. INSURANCE PLANS

14.0 Reopener Clause for Health Insurance

The Association agrees at the City's request, to meet and confer on any changes that are within the mandatory scope of bargaining in any City proposals related to its City sponsored medical plans that may be related to the implementation of the Affordable Care Act (ACA).

14.1 Health Insurance and Welfare Related Benefits

a. Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an Employee only, Employee plus One and Employee plus two or more dependents coverage health plans. The City shall offer two or more medical plans to regular employees.

b. Eligibility. Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).

c. City Contribution Towards the Cost of Insurance Programs. Effective the first full pay period after this MOU adoption, the City shall contribute the following:

(1) The City shall contribute up to $543.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.

(2) The City shall contribute up to $988.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.

(3) The City shall contribute up to $1,313.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage

These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical/vision/dental to be pre-tax premium conversion.

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

14.2 Long Term Disability Insurance

Effective July 1, 2012, the City shall reduce the base pay of employees in this unit by seventeen dollars ($17.00) per month, and instead shall provide to each bargaining unit member seventeen dollars ($17.00) per month for the purpose of purchasing Long Term Disability Insurance. It is the Union's responsibility for purchasing such insurance for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.

14.3 Retiree Enrollment in City Sponsored Medical Plans

An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan). However, the City may discontinue the enrollment of retirees in City sponsored medical plans at it's discretion as per the City's Bankruptcy plan of Adjustment. The City does not provide any retiree medical program, allowance, or City contribution for employees.

a. Elimination of Retiree Medical Program effective June 30, 2013. Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees (future retirees) and current retirees.

14.4 Health Reimbursement Arrangement Plan

The City does not provide any retiree medical program, allowance, or City contribution for employees. As soon as administratively possible the parties agree to establish an Health Reimbursement Arrangement Plan (HRA) for employees to use for current and future medical expenses and that the City will contribute an amount equal to one percent (1%) of the employee's current base salary that was previously contributed towards deferred compensation and now shall be directed into an HRA.

14.5 Life Insurance

Effective July 1, 2012, the City shall provide each employee group term life insurance coverage with a face value of fifty thousand dollars ($50,000.00). In addition, employees shall have the opportunity to purchase additional voluntary through their union or through the City's IRS125 vendor.

14.6 Survivors' Medical Benefit

The City in accordance with State law and its provisions shall provide medical, dental, prescription and vision benefits to the surviving spouse and children of Battalion Chiefs killed in the line of duty. These benefits shall discontinue upon marriage of the Battalion Chief's surviving spouse. The medical coverage shall be secondary at age sixty-five (65).

14.7 Nothing in this section shall be construed to create vested rights to benefits for employees or retirees after the expiration of this MOU.

SECTION 15. SALARY PLAN

15.1 Salary Ranges

The salary ranges for all employees in this unit shall be as set forth in the City's Salary Schedule. The rates of pay set forth in the City's Salary Schedule represent the standard rates of pay for full time employment for each classification, unless the schedule specifically indicates otherwise.

15.2 Salary Upon Appointment

Employees henceforth promoted to the classification of Battalion Chief will receive a five percent (5%) salary increase above current base pay salary on the salary schedule six (6) months after their advancement to the Battalion Chief classification, and may be moved in five percent (5%) increments by the Fire Chief annually until the top of the range is reached. Increases in excess of five percent (5%) may be granted upon recommendation of the Fire Chief and approval of the City Manager.

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.

15.3 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 calculating payments 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 After Military Leave

Upon returning to City service, all employees who have been granted military leave shall be entitled to the automatic salary advancements within the range/scale of the

established salary range for their classifications for the period they were in the military service.

15.5 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.

15.6 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 promoted to a step in the salary range of the higher rank which is at least five percent (5.0%) above the current base pay salary on the salary schedule of the current base pay rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. Add pays are not included in the calculation of base salary for the purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit's salary on promotion rules shall apply.

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the rank to which demoted.

15.7 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.

15.8 Salary Adjustments

The Salary Schedule on the City of Stockton HR website shall provide salary rates for classifications in this unit.

Effective upon the first full pay period following ratification of this MOU by the Fire Management Unit and approval by the City Council on its regular agenda in accordance with the Brown Act, employees will receive a 2% cost of living adjustment (COLA).

SECTION 16. SEPARABILITY OF PROVISIONS

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

SECTION 17. PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.

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

SECTION 18. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring.

SECTION 19. DURATION OF AGREEMENT

Upon its adoption by the Stockton City Council, this Memorandum of Understanding shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including the 30th day of June 2016.

SECTION 20. MAINTENANCE OF OPERATIONS

a. It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this Memorandum of Understanding, through and inclusive of June 30, 2016, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing (other than informational picketing) against the City, 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 been engaging in any activity prohibited by subsection "a" of this section. In addition, the City may take other action that it deems appropriate.

c. If the City Council, by majority vote, determines to its satisfaction that subsection "a" of this section has been violated by the Union, the City may take such remedial action as it deems appropriate.

d. The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. 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.

FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2015 – JUNE 30, 2016

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on the 21st day of March 2016, and by an affirmative vote of the Stockton City Council on _____, 2016. The parties hereto have executed this Memorandum of Understanding this _____day of _____, 2016.

STOCKTON FIRE FIGHTERS'
LOCAL UNION 456
Fire Services Management Unit

JAMES KLEIN
President

RICHARD EDWARDS
Fire Management Representative

Approved as to form:
RAINS LUCIA STERN, PC

By:

TIMOTHY K. TALBOT
Attorney for the Association

City of Stockton

for **KURT WILSON**
City Manager

DEANNA L. SOLINA, ESQ.
Director of Human Resources

Approved as to form:
John Luebberke, City Attorney

By:

MARCI A. ARREDONDO
Deputy City Attorney

By:

ALLYSON HAUCK
Negotiator for the City

ATTEST:
BONNIE PAIGE
CITY CLERK

for BONNIE PAIGE
City Clerk

RECEIVED
City Manager's Office
Date Received MAY 10 2016
City of Stockton

CONTRACT ROUTING FORM

Contract Number 2016-04-26-1206 NP
(For Clerk's Use)

RECEIVED
City Clerk
Date Received
MAY 11 2016
CITY CLERK
CITY OF STOCKTON

CONTRACT TYPE (select one)

(●) Original ( ) Amendment/Renewal/Change Order ( ) Grant
( ) Subdivision Agreement ( ) Other July 1, 2015 - June 30, 2016

CONTRACT INFORMATION Contract Amount: $75,000

Contract Title: 07/01/2015 - 06/30/2016 FIRE MANAGEMENT UNIT MOU
Vendor/Other Party: STOCKTON FIRE MANAGEMENT UNIT
Contract Start Date: 07/01/2015 Contract End Date: 06/30/2016 Contract Term: ONE YEAR

COUNCIL APPROVAL REQUIRED? (●) Yes ( ) No (provide account # if no) _____

Council approval required for contracts over $ 75,000 for FISCAL YEAR: 2015-2016
Motion/Resolution/Ordinance No: 2016-04-26-1206 **Must be Attached** (●)

REQUIRED DOCUMENTS (The following documents shall be submitted with the signed contract when required):

Business License Required? ( ) Yes (●) No Business License No. _____
Bonds Required? ( ) Yes (●) No
Insurance Required? ( ) Yes (●) No
Notary Required? ( ) Yes (●) No **Recordation Required?** ( ) Yes (●) No

Routing Order

1 DEPARTMENT: HUMAN RESOURCES

DEPARTMENT HEAD APPROVAL DEANNA L. SOLINA D. Solina date: 5.04.2016
Project Mgr: MARISA GUERRERO ext: 7584 Staff: _____ ext: _____
Forwarded to: SHERRI ASAKAWA on: 04/14/2016 by: M Guerrero

X VENDOR/OTHER PARTY

Signed ( ) originals on: _____
Forwarded to: _____ on: _____ by: _____

X RISK SERVICES

Insurance approved on: _____ by: _____ Bonds approved on: _____ by: _____
Forwarded to: _____ on: _____ by: _____ RM #: _____

2 CITY ATTORNEY

Approved as to Form and Content on: 5/09/2016 by: M. Clark
Forwarded to: CM on: 5/9/16 by: EG

3 CITY MANAGER

Signed by City Manager on: 5/11/16 Forwarded to: Clerk on: 5/11/16 by: MG

4 CITY CLERK

City Clerk attested on: 5/12/16 Returned (2) original(s) to dept. on: 5/12/16 by: K Roland
Retained (1) original(s) for City's file. Hard Copy on file? Yes (●) No ( ) OB # _____

5 ORIGINATING DEPARTMENT: HUMAN RESOURCES

Requisition No. _____ Original sent to vendor on: _____ by: _____
Copy of contract to be retained by department. Original on file in the Clerk's office.
Copy of contract sent to Purchasing on: _____ by: _____

[ ] PURCHASING: Purchase Order No. _____ **PUR No.** _____

5/12/16 - Dates on contract incomplete. KR

2016-04-26-1206 NP