

MEMORANDUM OF UNDERSTANDING

CITY OF STOCKTON FIRE SERVICES MANAGEMENT UNIT

**TERM OF AGREEMENT
JULY 1, 2003 – JUNE 30, 2011**

(As amended, approved and adopted by Stockton City Council on December 16, 2008)

CITY OF STOCKTON

FIRE SERVICES MANAGEMENT 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 June 30, 2010. This Memorandum of Understanding reflects and incorporates an extension to the original July 1, 2003 through December 15, 2007. This agreement shall supercede all other existing agreements on the matters set forth herein.

(As amended, approved and adopted by Stockton City Council on December 11, 2007)

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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.

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 withholding 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 the Union 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 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 the 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 proposed changes to any ordinance, resolution, rule, or regulation to be adopted by the City which relate 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 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. NON-DISCRIMINATION/EQUAL EMPLOYMENT

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

SECTION 4. PROBATION

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

SECTION 5. LAYOFF

Any employee may be laid off by an 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 lengths of service, the order in which employees shall be laid off.

5.1 Layoff Scope

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

5.2 Notice of Layoff

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

5.3 Precedence by Employment Status

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

- a. Extra Help
- b. Provisional
- c. Temporary

d. Probationary

Layoffs shall be by job classification according to the length of time served in that class, except as specified above. For the purposes 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 into 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 any of the following choices:

- a. Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least (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 such lists without his/her request.

The order in which names shall be placed on the reemployment list for any class shall be established from time to time by resolution of the Civil Service Commission. The Civil Service Commission shall determine this order by impartial investigation based on consideration of work requirements, the efficiency and conduct of the individual employees, their lengths 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 to 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 the 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 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 thirty (30) days from the date upon which the complaint was filed.

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

All grievances of employees in representation units represented by the 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 eleven and one-half (11-1/2) shifts (23 days) of vacation leave per year.
- b. Longevity Vacation Allowance. All regular employees, excluding provisional, temporary, and part-time employees, shall accrue longevity leave in accordance with the following schedule:
 - (1) Upon eight (8) years through thirteen (13) years of continuous employment, nine (9) shifts (18-days), either time or pay.
 - (2) Upon fourteen (14) years through twenty-one (21) years of continuous employment, eleven and one-half (11-1/2) shifts (23-days), either time or pay.
 - (3) Upon twenty-two (22) years of continuous employment, fourteen (14) shifts (28-days), either time or pay. This benefit is a one-time credit and shall occur only in the twenty-second year.
 - (4) After twenty-two (22) years of continuous employment, an employee shall no longer receive the Longevity Vacation Allowances established in 9.1. b. (1) through 9.1. b. (3), 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. Examples of the application of this benefit are as follows:
 - (a) An employee with a 22nd anniversary occurring in the year 2001 will receive twenty-one (21) days (10-1/2 shifts) of Longevity Vacation on January 1, 2001. The same employee will receive seven (7) days (3-1/2 shifts) on January 1, 2002. On January 1, 2003, the employee will receive eleven (11) days (5-1/2 shifts) of Longevity Vacation. On January 1, 2004, the employee will receive twelve (12) days (6 shifts) of Longevity Vacation.
 - (b) An employee who reaches his/her 22nd anniversary in the year 2003 will receive on January 1, 2003, twenty-nine (29) days (14-1/2 shifts) of Longevity Vacation. The same employee will receive ten (10) days (5 shifts) of Longevity Vacation on January 1, 2004.

(c) An employee with a 28th anniversary of continuous service occurring in the year 2001 will receive seven (7) days (3-1/2 shifts) of Longevity Vacation on January 1, 2001. The same employee will receive thirteen (13) days (6-1/2 shifts) of Longevity Vacation on January 1, 2002. The employee will receive seventeen (17) days (8-1/2 shifts) of Longevity Vacation on January 1, 2003. On January 1, 2004, the employee will receive eighteen (18) days (9 shifts) of Longevity Vacation.

(5) 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 dates triggering the allowance occurs. Longevity Vacation Allowance is earned on a prorated basis.

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) 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. Longevity Vacation is not required to be scheduled and may be taken by an employee in either time or pay.

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

(c) Employees with twenty-two (22) years of continuous employment will be permitted to exercise their Accrued Vacation Allowance in Section 9.1. a. and the Longevity Vacation Allowance in Section 9.1. b. of this Memorandum of Understanding on a flexible basis (i.e., four (4) shifts must be

scheduled, and the remaining shifts are unscheduled, to be taken by the employee in either time or pay).

- (d) Sell-back. Employees may sell back all unused Accrued Vacation and Longevity Vacation per year.

(2) Discontinuance of 48/96 Shift Schedule

If, at any time, the Fire Chief decides to discontinue the 48/96 Shift Schedule, the following provisions shall apply and be implemented through a method of attrition to insure that no member has been negatively impacted:

- (a) A minimum of two and one-half (2-1/2) 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.
- (b) Any Accrued Vacation that is not scheduled contiguous with the required two and one-half (2-1/2) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.
- (c) Employees with over 22 years of continuous employment will be permitted to exercise their Accrued Vacation Allowance in Section 9.1. a. and the Longevity Vacation Allowance in Section 9.1. b. (4) 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).
- (d) Vacation selection will be made during the same time period set forth in the rules and regulations for line unit personnel.
- (e) 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. Carryover.

- (1) Employees shall be granted a maximum carryover of one (1) previous year's vacation allowance and fifteen (15) days as of June 30 of any year.
- (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 "A" for the Phase II Vacation Scheduling Agreement.

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

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 the reimbursement owed the City, the amount of the deficiency shall be considered a debt for which the City is entitled to payment. For the purposes 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 of 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 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 the sick leave hours accrued by the employee.

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

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

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

- 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 by 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, the employee or the employee's estate will be paid fifty percent (50%) of the total unused sick leave at its current value. This provision shall also apply for service or disability retirement.

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 an employee serves on a jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. 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 necessarily involved, shall not be considered an absence from duty within the meaning of this section.

- 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 who 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 such 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 any 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 a leave of absence, while so disabled, without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability, but not exceeding one (1) year or until such earlier date as he/she is retired on permanent disability pension.

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

- a. Notification to Department. The employee should notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 0645 hours of the day scheduled for duty.
- b. Accessibility and Reporting. All officers and members of the Department on leave for injury (job related or non-job related) shall be available at their homes or by telephone for consultation with the Fire Chief or the Fire Chief's designee(s). Exceptions to this rule shall only be made with the permission of the attending physician and the Fire Chief.

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

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

9.5 Leave of Absence

Employees shall not be entitled to leave 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's health and dental insurance plans by prepayment of the monthly premium during the authorized leave of absence.

Authorized absences without pay which exceed 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 this 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 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 Leave

- 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

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 employees assigned to work in the Fire Department's Administrative 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 trades privileges shall be determined and administered by the Fire Chief.

10.3 Staffing

By July 1, 2002, two (2) positions from the rank of Battalion Chief and represented by the Fire Management bargaining unit will be upgraded to the rank of Deputy Fire Chief and will be under the City's Unrepresented Management Compensation Plan. If the City later proposes to eliminate any Deputy Chief position, the City shall meet and confer with the Union over the impact of the proposed elimination of the position(s).

The Department will maintain and staff at least six (6) Battalion Chief positions assigned to a 56-hour workweek schedule. Two (2) of the Battalion Chief positions will be staffed during each 24-hour shift. The Department shall not be required to backfill with overtime hiring for the Battalion Chief positions for the hours of 8:00 a.m. to 6:00 p.m. on weekdays (Monday through Friday), excluding City-recognized holidays, or in extreme emergencies, as determined by the Fire Chief. Chief Officers assigned by the Fire Chief shall perform the duties of the Battalion Chiefs, during those periods when backfill without overtime hiring occurs.

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. Overtime authorization is not required in advance for paramedic continuing education.

11.2 Definition

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 hours worked in excess of 216 hours in a twenty-seven (27) day work period. "Hours worked," as used in this paragraph, shall include all paid time as well as all time worked.

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 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.

11.4 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, 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's bargaining representatives and the memorandum from the Fire Department to the Human Resources Department, dated January 12, 1998. In accordance with the Letter of Understanding and the referenced memorandum, the following provisions shall be binding upon the City and Union and, unless otherwise agreed to by the parties, shall remain in effect for the term of this 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 Battalion Chief assigned to suppression duties 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. Calculation of Overtime Pay for Fire Suppression Personnel. For purposes of computing overtime for Fire Services Management 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. The following sample calculations use the example of a Fire Captain. However, the same method of calculating overtime would apply in the case of a Battalion Chief assigned to suppression duties:

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 \times \$12.94 = \6.47 .

If hours worked are greater than 216, the overtime rate = $1 \ 1/2 \times \$12.94 = \19.41 .

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

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

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

$$\begin{aligned} \text{Hours worked in excess of 40} &= 24 \\ \text{Regular Firefighter rate} \times 1.5 &= \text{overtime rate} \\ \text{Overtime rate} \times 24 &= \text{overtime} \end{aligned}$$

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 Services Management Unit are in conformance with the requirements of the Fair Labor Standards Act, when applicable. 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 of Stockton 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

- a. 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 | |
- b. In lieu of holidays, each employee in this unit shall receive:
- (1) The equivalent of twelve (12) hours (1/2 shift) as an addition to their base monthly pay;
 - (2) Two (2) holidays in pay in the second pay period of January; and
 - (3) Any additional holidays approved by the Stockton City Council in pay.
- c. A day appointed by the President or Governor as a public holiday shall be observed by the City for purposes of implementing this section.

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

13.1 Public Employees' 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 (9.0%) of the employee's current base salary and other compensation as qualified by State law toward PERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code section 20691.
- b. Military Service Credit. The City will make application to PERS to provide for military service pursuant to the provisions of Government Code section 21024 (formerly 20930.3), at the employee's expense, effective upon adoption by the Stockton City Council and PERS Administration Board.
- c. Employee Contributions. In accordance with Government Code section 20692 (formerly 20615.5, Employer Paid Member Contributions as Compensation), employees, at the beginning of their last year of employment, will pay their nine percent (9.0%) employee contribution through an automatic payroll deduction. The base salary for those employees will be increased by that same nine percent (9.0%) for the last twelve (12) months of employment (IRS Code § 414H(2) will be concurrently implemented with the PERS amendment).
- d. Three Percent At Age 50 Retirement Benefits. As soon as possible following the City and Union's execution of this Memorandum of Understanding, the City shall make application with PERS to provide Government Code section 21362.2 (3.0% at age 50) benefits, with the benefit to be effective for Union's members on December 16, 2001, or following the approval and adoption by the Stockton City Council and PERS Board of Administration, if after December 16, 2001.
- e. Additional PERS Benefits. The following PERS benefits shall remain in effect during the term of this Memorandum of Understanding: Sick Leave Conversion (Government Code section 20965), Survivor Benefit Level 4 (Government Code section 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code section 21635), and Continuation of Death Benefits After Remarriage (Government Code section 21551).

- f. 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 Uniform Allowance

Employees in this unit shall receive a uniform allowance in the amount of one-thousand two hundred fifty dollars (\$1,250.00).

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

13.3 Certificate Incentive Pay

The City will pay employees in this unit who attain a Stockton Fire Department Intermediate Certificate, three percent (3.0%) of the top step of the employee's rank.

The City will pay employees in this unit who attain a Stockton Fire Department Advanced Certificate, six percent (6.0%) 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.

13.4 Emergency Medical Technician Certification

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

13.5 Deferred Compensation

Each employee in this unit will receive deferred compensation as a supplement to voluntary deferred compensation plans. The City will provide, in addition to normal salary, a City-paid contribution of one percent (1.0%) of the employee's annual base salary in deferred compensation.

13.6 Physical Examination

- (a) Each employee in this unit 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 (\$150.00) and to the extent not covered by the City's medical plan, will be paid by the City on a reimbursement basis, except as provided in "b" below.

- (b) Effective July 1, 2006, the City-paid physical reimbursement benefit of One Hundred Fifty Dollars (\$150.00), as referenced in section 13.6 (a), shall apply, in its entirety, toward the cost of the employee annual physical examination administered by the Wellness-Fitness Physician in connection with the joint management-labor mandatory Wellness-Fitness Program as set forth in Appendix "B". If the Wellness-Fitness Program is terminated, the reimbursement benefit shall be paid as set forth in section 13.6 (a) above.

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 Education Incentive Pay

Employees with degrees/diplomas above and beyond what is required for their positions shall be provided three percent (3.0%) of the top step of their rank. Employees are limited to no more than three percent (3.0%), regardless of the number of degrees/diplomas they have above that required for their positions. If an employee promotes to a position that matches his/her degrees/diplomas, the three percent (3.0%) will no longer be paid. Experience may not substitute for education. Other formal education/training programs may substitute for the actual degrees/diplomas upon the recommendation of the Fire Chief and the approval of the City's Director of Human Resources.

13.9 Longevity Pay

- a. The City will pay five percent (5.0%) 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. This pay shall be referred to as "Longevity Pay."
- b. 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.
- c. Eligibility shall be established effective the first pay period following the fifteenth (15th) anniversary of the employee's date of hire.
- d. 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%). The increase shall be effective the pay period immediately following the 22nd anniversary date.

13.10 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.

13.11 Severance Pay Deferral

Employees eligible for sick leave payoff at retirement may request to defer receipt of 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, the request will be honored.

13.12 Special Assignment Pay

Battalion Chiefs assigned to a forty (40)-hour workweek will receive additional compensation of seven and one-half percent (7-1/2%) above their regular rates of pay (regular rates of pay include FLSA pay). The duration of any such assignment shall be at the sole discretion of the Fire Chief. In addition, 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 when an employee is assigned in writing by the Fire Chief, with the approval of the City Manager, to perform additional duties and responsibilities for the duration of the special assignment.

13.13 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.

13.14 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 pay 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 provisions shall not apply when the employee is 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 shall be compensated on an hourly basis, which shall include the employee's travel time.

13.15 Paramedic Certificate Pay

- a. The City shall compensate Battalion Chiefs who are San Joaquin County licensed and accredited Paramedics three percent (3.0%) of top salary step of rank, as best fitted to the Stockton Salary Schedule Matrix.
- b. Continuing Education for Paramedics. The City shall compensate Battalion Chiefs at 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.

SECTION 14. INSURANCE PLANS

14.1 Health and Welfare Benefits

- a. The City will provide hospitalization, medical, dental/orthodontic, prescription, and vision benefits. The City will contribute all premiums necessary for these benefits. The medical plan is the City's modified benefits plan in effect on the date this Memorandum of Understanding is executed. The City's modified medical plan shall include supplemental medical coverage. (This provision will continue in effect unless otherwise agreed to by the parties hereto or changed by action of the City Council.)
- b. 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.
- c. The orthodontic benefit coverage is a Two Thousand Dollar (\$2,000) lifetime maximum.

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

14.2 Group Life Insurance Coverage

Each employee in this unit will receive group life insurance coverage (paid for by the City) equal to one and one-half (1-1/2) times their annual salary rounded to the nearest One Thousand Dollars (\$1,000).

14.3 Long Term Disability Insurance Coverage

In lieu of providing long term disability insurance coverage, the City shall add Twelve Dollars (\$12) to the base salary of each employee in this unit, as best fitted to the Stockton Salary Schedule 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 Stockton Salary Schedule Matrix. Effective January 1, 2007, the City added an additional one dollar (\$1.00), the amount equivalent to the increase in the premium, for a total of seventeen dollars (\$17.00) per month, to the base salary of each job classification covered by the Memorandum of Understanding, as best fitted to the Salary Matrix. Thereafter, on an annual basis during the term of this Memorandum of Understanding, the City shall 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 Battalion Chief by an amount equivalent to the increase in the premium, as best fitted to the Stockton Salary Schedule Matrix. However, in no event shall the total amount added to the base salary of Battalion Chief exceed Seventeen Dollars (\$17) per month during the term of this Memorandum of Understanding.

14.4 Retirement Medical Allowance

The City shall pay the premium necessary to provide hospital, medical, and prescription benefits for each employee in this unit 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. Major Medical Deductible. The major medical deductible is One Hundred Dollars (\$100) per person per calendar year for retirees who retire prior to January 1, 1993.
- d. Prescription Coverage. Effective January 1, 1984, prescription coverage will be provided for retirees and one (1) dependent.
- e. Medical Plan. The medical plan for employees retiring on or after January 1, 1993, shall be the City's modified medical benefits plan.

Employees who retire on or after January 1, 1997, and are eligible for the retirement medical allowance shall, upon reaching age sixty-five (65), continue to be covered under the City's medical plan. However, such coverage shall be provided as a supplement to Medicare or any other medical plan available to the retiree. Such coverage shall also be provided upon the same terms to the spouse of a qualifying retiree.

14.5 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.

14.6 Survivors' Medical Benefit

The City 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).

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 Schedule 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.

15.2 Salary Upon Appointment

Employees henceforth promoted to the classification of Battalion Chief will receive a five percent (5.0%) salary increase six (6) months after their advancement to the Battalion Chief classification, and may be moved in five percent (5.0%) increments by the Fire Chief annually until the top of the range is reached. Increases in excess of five percent (5.0%) may be granted upon recommendation of the Fire Chief and approval of the City Manager.

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 payment for service of less than full-time and for converting monthly salaries to hourly rates and calculating hourly rates.

15.4 Salary 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%) 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.

15.7 Salary on Reinstatement

If a former employee is reinstated in 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 shall provide salary rates according to the following provisions:

a. Annual Cost of Living Adjustments

(1) Consumer Price Index Adjustments- December 16, 2006

On December 16, 2006 , 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 (6.0%).

An example of how the adjustment would be made is as follows: A CPI-W increase of six percent (6.0%) would result in four and eight-tenths of a percent (4.8%) increase. The adjustment would be made at the first step of the salary range, and fitted to the Stockton Salary Schedule Matrix, with each subsequent step to be calculated using the Stockton Salary Schedule Matrix.

MEMORANDUM OF UNDERSTANDING (FIRE SERVICES MANAGEMENT) Page 45

The Consumer Price Index Adjustment scheduled for December 16, 2006, shall be deferred to July 1, 2007 (one-time deferment).

(2) Consumer Price Index Adjustments – July 1, 2008 through July 1, 2009

On July 1, 2008, and July 1, 2009, unless otherwise indicated in this section, the City shall increase the salaries reflected in its Salary Schedule for Union 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 using the November index of that previous fiscal year (i.e., November 2007, and November 2008). The salary increase shall be a minimum of two and one-half percent (2.5%), but shall not exceed six percent (6.0%).

An example of how the adjustment would be made is as follows: A CPI-W increase of six percent (6.0%) 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 Schedule Matrix, with each subsequent step to be calculated using the Stockton Salary Schedule Matrix.

(3) Salary Survey Adjustments – December 16, 2005 and July 1, 2009

For the salary survey adjustments to be made effective December 16, 2005, and July 1, 2009, 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) Pursuant to the Fire Unit Memorandum of Understanding covering the period from July 1, 2003, to June 30, 2010, the City and Fire Unit are required to conduct salary surveys in the years 2005, and 2009 for purposes of determining the amount of the salary adjustment to be made to the base salary of the Stockton Firefighter position. The same percentage increases to be made to the Firefighter base salary effective December 16, 2005, and July 1, 2009 (as a result of either the Cost of Living Adjustment or Salary Survey) shall be applied to the base salaries of the members of this bargaining unit, as best fitted to the Stockton Salary Schedule Matrix.

- (b) Effective December 16, 2005, for Salary Survey purposes only, the Union and the City agree that two and one-half percent (2.5%) of the total salary adjustment from the Salary Survey shall be paid effective December 16, 2005. The balance of the survey results shall be paid effective July 1, 2006. For example, if the Salary Survey reflects a six percent (6.0%) increase, two and one-half percent (2.5%) shall be paid on December 16, 2005. The remaining three and one-half percent (3.5%) shall be paid on July 1, 2006. The 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 Schedule Matrix, with each subsequent salary step to be calculated using the Stockton Salary Schedule Matrix.
- (c) Effective July 1, 2009, for Salary Survey purposes only, the Salary Survey Adjustment shall be a minimum of four and one-half percent (4.5%), but shall not exceed eight and one-half percent (8.5%). The Salary Survey 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 Schedule Matrix, with each subsequent salary step to be calculated using the Stockton Salary Schedule Matrix.
- (d) If the Union and City cannot agree on the amount of the adjustment to be made in applying the Salary Survey, the sole issue of the appropriate salary adjustment will 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 and July 1 implementation date.

15.9 Multiple Pay Raises

In certain years, multiple pay raises will be due to members represented under this Memorandum of Understanding. For an example, if the Salary Survey reflected a four point two three one percent (4.231%) salary adjustment, and members of this Union with twenty-two (22) or more years of continuous service are eligible for a one percent (1.0%) 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.

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

MEMORANDUM OF UNDERSTANDING (FIRE SERVICES MANAGEMENT) Page 47

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 Schedule Matrix, with each subsequent salary step to be calculated using the Stockton Salary Schedule Matrix.

SECTION 16. SEPARABILITY OF PROVISIONS

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

SECTION 17. 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.

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

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

SECTION 18. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. Neither party shall, during the term of this Memorandum of Understanding, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.

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, and shall remain in full force and effect up to and including the 30th day of June 2010, and shall continue thereafter from year to year unless at least sixty (60) days prior to the expiration date of June 30, 2010, either party files 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 June 30, 2010, 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), 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 such other action as 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," above, occurs, the Union agrees to take any and all steps necessary to assure compliance with this Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING (FIRE SERVICES MANAGEMENT) Page 50

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this ____ day of November 2007.

STOCKTON FIREFIGHTERS'
LOCAL 456, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

CITY OF STOCKTON, a municipal
corporation

By: _____
DAVID MACEDO
Its: President

By: _____
J. GORDON PALMER, JR.,
Its: City Manager

By: _____
GREG BIDDLE
Its: Vice-President

By: _____
DIANNA R. GARCIA
Its: Director of Human Resources

By: _____
ED RODRIGUEZ
Its: Fire Management Representative

By: _____
DI SMITH,
Its: Assistant Director of Human
Resources

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

By: _____
CHRISTOPHER PLATTEN
Its: Legal Counsel

APPROVED AS TO FORM:
RICHARD E. NOSKY, JR.,
CITY ATTORNEY

By: _____
MICHON JOHNSON
Its: Deputy City Attorney

ATTENT:
KATHERINE GONG MEISSNER
CITY CLERK

By: _____
KATHERINE GONG MEISSNER
Its: City Clerk

**PHASE II
VACATION SCHEDULING AGREEMENT**

Types of Vacation Leaves Scheduled during Phase II

1. AV = The balance of any unscheduled annual vacation from Phase I. Phase I is defined as contained in section 9.1 d. (1) in the Fire Services Management Memorandum of Understanding.
2. AVC = Annual Vacation Carryover.
3. LVC = Longevity Vacation Carryover.

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

Formula for the Addition of any New Personnel

$$\frac{267 \text{ (includes ambulance personnel and LTD employees)}}{8} = \frac{\text{New Employee Total}}{X}$$

X = 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.

MEMORANDUM OF UNDERSTANDING (FIRE SERVICES MANAGEMENT) Page 53

Any dispute arising as to the interpretation of application of the provisions of this Agreement shall be resolved in accordance with the grievance provisions set forth in section 8 of the Fire Management MOU.

IN WITNESS WHEREOF, the parties here to have executed this Letter of Agreement this ___ day of November 2007, to be effective upon ratification by the parties.

STOCKTON PROFESSIONAL
FIRE FIGHTERS' LOCAL UNION 456,
International Association of Fire Fighters.

By: 
DAVID MACEDO

Its: President

By: 
GREG BIDDLE

Its: Vice-President

By: 
ED RODRIGUEZ

Fire Management Representative

CITY OF STOCKTON
FIRE DEPARTMENT

By: 
RONALD L. HITTLE

Its: Fire Chief

APPROVED AS TO FORM:


WYLIE, McBRIDE, PLATTEN,
& RENNER

By: 
CHRISTOPHER PLATTEN

Its: Legal Counsel

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.,
City Attorney

By: 
MICHON JOHNSON

Its: Deputy City Attorney

LETTER OF AGREEMENT
STOCKTON FIRE DEPARTMENT'S WELLNESS-FITNESS PROGRAM

It is understood and agreed by and between the CITY OF STOCKTON FIRE DEPARTMENT, hereby referred to as the "Department," and the STOCKTON PROFESSIONAL FIRE FIGHTERS' LOCAL NO. 456, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,' hereby referred to as the "Union," that a Wellness-Fitness Program will begin with the following provisions:

1. The Wellness-Fitness Program is a collaborative approach between Management and Labor to develop, promote, enhance and maintain the wellness and fitness of members of the Department.
2. The Wellness-Fitness Program will be based on the International Association of Fire Fighters' (IAFF) Joint-Labor Management Wellness Fitness Initiative.
3. The sole purpose of the Wellness-Fitness Program is to increase the physical and mental well being of Union members of the Department.
4. Participation in the Wellness-Fitness Program is mandatory for the program's testing, evaluations, and daily physical training requirements. No disciplinary action will be taken because of results that are obtained due to the physical examination and fitness tests performed during the Wellness-Fitness Program.
5. Confidentiality of medical information is critical aspect of the Wellness-Fitness Program. The Department agrees that all information obtained from the medical and physical evaluations is confidential, and the Department will only have access to information regarding necessary work restrictions and appropriate accommodations as Dr. Sepiol or his replacement deems necessary. The Department also agrees that all medical information must be maintained in separate files from all other personnel information.
6. The quantitative content of the yearly examinations will be determined by Dr. Sepiol, or his replacement.

~~LETTER OF AGREEMENT~~
BETWEEN THE CITY OF STOCKTON
AND
STOCKTON PROFESSIONAL FIRE FIGHTERS LOCAL 456

CONTRACT EXTENSION

The City of Stockton, hereby referred to as "City," and the Stockton Professional Firefighters Local 456, International Association of Firefighters, hereby referred to as "Union," execute this Letter of Agreement on this 16TH day of DECEMBER 2008 regarding the extension of the existing Memoranda of Understanding by and between the City and the Union covering the Fire Services Management Unit and the Fire Unit, which are in effect until June 30, 2010.

The City and Union agree:

1. Except as modified herein, all terms of the Memoranda of Understanding shall be extended from June 30, 2010 to June 30, 2011.

2. There shall be no layoffs, alterations in total daily staffing, or company closures for the effective term of this Letter of Agreement.

3. Notwithstanding any provision to the contrary in either Memoranda of Understanding, the City shall provide for wage increases as follows:

a. The three point six eight percent (3.68%) cost of living adjustment effective July 1, 2008 shall be suspended effective January 1, 2009.

The cost of living adjustment shall be reinstated effective January 1, 2011.

b. There shall be no salary increase effective July 1, 2009.

c. Effective July 1, 2010, employees shall receive a salary adjustment pursuant to the salary survey adjustment procedure set forth in the Memoranda of Understanding for salary survey adjustments effective July 1, 2009, based upon a survey to begin not later than April 1, 2010, for a completion date of June 30, 2010.

(1) The survey shall compare the pay rates of surveyed agencies effective as of July 1, 2010.

(2) The salary survey adjustment shall be a minimum of four and one-half percent (4.5%), but shall not exceed eight and one-half percent (8.5%).

(3) The salary survey adjustment shall be made at the first step of the salary range for each classification covered by the Memoranda of Understanding and as best fitted to the Stockton Salary Schedule Matrix, with each subsequent salary step to be calculated in accordance with the Stockton Salary Schedule Matrix.

(4) If the Union and City cannot agree on the amount of adjustment to be made effective on any of the foregoing dates, the sole issue of the appropriate salary adjustment shall be taken before an arbitrator for final and binding arbitration. The process to select an arbitrator shall commence on the first business day following the scheduled July 1st implementation date.

4. Notwithstanding any provision in the Memoranda of Understanding to the contrary, the payment of uniform allowance shall be temporarily modified as follows: no uniform allowance shall be paid to employees in April 2009.

Employees shall receive uniform allowance in the amount of three hundred dollars (\$300.00) in the months of October 2009 and April 2010. Thereafter, the pre-existing provisions of the Memoranda of Understanding pertaining to uniform allowance shall be reinstated in full commencing with the month of October 2010 providing for uniform allowance payments in the amount of six hundred dollars (\$600.00).

5. Notwithstanding any provision in the Memoranda of Understanding to the contrary, employees shall not be permitted to sell back annual vacation leave and longevity vacation leave for the remainder of Fiscal Year 2008-2009 through June 30, 2010. There shall be no limit on an employee's option to carry over unused annual vacation leave and longevity vacation leave from one calendar year to another. In cases of extreme financial circumstances, the Fire Chief shall have discretion to permit individual employees to sell back annual vacation leave and longevity vacation leave.

6. Effective January 1, 2009, ninety-six (96) hours of longevity vacation leave for employees with service of more than four (4) years, but less than twenty-two (22) years, shall be converted on a pre-tax basis to a deferred compensation plan established pursuant to Internal Revenue Code section 401(a). Effective January 1, 2010, forty-eight (48) hours of longevity vacation leave shall be converted to the section 401(a) plan. Effective January 1, 2009 and 2010, employees with less than four (4) years of service or twenty-two (22) years, or more of service shall have four (4) hours of vacation leave per pay period

converted to the section 401(a) plan. The City and the Union shall determine the manner and timing of the conversion prescribed by this paragraph.

7. Notwithstanding any provision in the Memoranda of Understanding to the contrary, the Fire Department shall freeze and leave vacant two sworn relief positions until June 30, 2011, at which time the positions shall be filled with permanently assigned personnel.

8. Notwithstanding any provision in the Memoranda of Understanding to the contrary, effective no later than January 1, 2009, the Fire Department shall freeze and leave vacant one Deputy Chief position and one Division Chief position and under fill a second Deputy Chief position. Effective June 30, 2011, the Fire Department shall return or permanently "fill" one position at the rank of Division Chief or Administrative Captain at the Fire Chief's discretion.

9. Notwithstanding any provision in the Memoranda of Understanding to the contrary, effective no later than January 1, 2009, the Fire Department shall transfer two Captain positions and one Firefighter position from Administrative assignment to assignments on the Fire Suppression line. Effective July 1, 2010, the Fire Department shall return one Captain position to an Administrative assignment permanently and effective June 30, 2011, the Fire Department shall return the second Captain position to an Administrative assignment permanently.

10. The Fire Department shall defer the commencement of the recruit academy until Fiscal Year 2009-2010.

11. Notwithstanding any provision in the Memoranda of Understanding to the contrary, effective upon the ratification of this Letter of Agreement, longevity vacation leave payout at retirement shall be made on a pro rata basis.

12. The City and the Union shall meet to review, monitor, and discuss the financial condition of the City on a regular basis, no less than quarterly, and agree to continue discussions regarding possible strategic collaborations in the light of the City's financial status.

13. The City and the Union shall continue to work on options to reduce the City's unfunded actuarial accrued liability (UAAL or GASB45 liability).

14. Effective January 1, 2009, the Union shall participate in the City's joint Labor/Management healthcare committee to assist in reducing healthcare costs while maintaining access to quality healthcare.

15. Effective the earliest of either the ratification of this Letter of Agreement or January 1, 2009, the President of the Union shall receive off with pay ten (10) hours each week for union business.

16. Notwithstanding any provision in the Memoranda of Understanding to the contrary, effective July 1, 2010, the City shall increase the number of personnel receiving HAZ/MAT assignment pay of five percent (5%) of top step of rank by fifteen (15) personnel to a total of twenty-seven (27) personnel certified and assigned to the HAZ/MAT response team.

17. As soon as practicable after ratification by the parties, the City shall make application to participate in the CalPERS' two years additional service credit

program pursuant to Government Code section 20903; for an implementation date by July 1, 2009.

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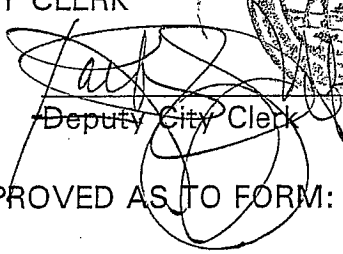
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This Letter of Agreement shall become effective upon ratification by the affected membership of the Union and by the Stockton City Council.

ATTEST:

KATHERINE GONG MEISSNER
CITY CLERK

By: 
Deputy City Clerk

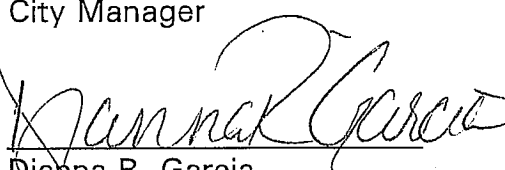


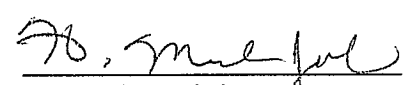
CITY OF STOCKTON, a municipal Corporation ("City")

By: 
J. Gordon Palmer, Jr.
Its: City Manager

APPROVED AS TO FORM:

REN NOSKY
CITY ATTORNEY

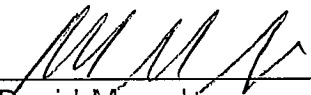
By: 
Dianna R. Garcia
Its: Employee Relations Officer

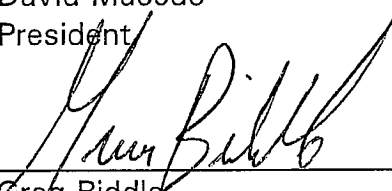
By: 
H. Michon Johnson
Deputy City Attorney

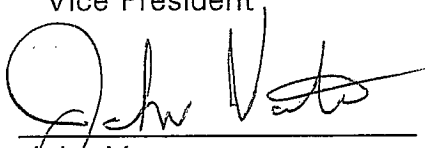
STOCKTON PROFESSIONAL
FIREFIGHTERS, IAFF LOCAL 456("Union")

APPROVED AS TO FORM:

By: _____
Christopher E. Platten
Legal Counsel for Local 456

By: 
David Macedo
Its: President

By: 
Greg Biddle
Its: Vice President

By: 
John Votaw
Its: Executive Board Member

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STOCKTON PROFESSIONAL
FIREFIGHTERS, IAFF LOCAL 456("Union")

APPROVED AS TO FORM:

By: Christopher E. Platten
Christopher E. Platten
Legal Counsel for Local 456

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