

**FIRE MANAGEMENT UNIT SUCCESSOR MOU
TERM: JULY 1, 2026 – JUNE 30, 2028**

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 (MOU), 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 MOU is entered into pursuant to the Meyers-Milias-Brown Act (MMBA) (Government Code Sections 3500-3511) and has been jointly prepared by the parties.

This MOU 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, 2026, and ending on June 30, 2028. This agreement shall supersede all other existing agreements on the matters set forth herein.

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SECTION 1. RECOGNITION

The City recognizes the Stockton Firefighters' Local 456, International Association of Firefighters, ("Union") as the recognized employee organization for the Fire Services Management Unit, which consists of the following classification: Fire Battalion Chief.

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SECTION 2. UNION SECURITY

2.1 Union Membership Dues and Payroll Deductions

(a) As certified in writing by the Union, the City will deduct the monthly Union membership dues, initiate fees, general assessments and payments for membership benefits programs sponsored by the Union from the salary or wages of all bargaining unit employees and pay such amounts to the Union.

(1) All employee requests to cancel or change membership dues deductions shall be directed to the Union.

(2) The City shall rely upon written notification from the Union for any and all employee requests to cancel or change payroll deductions for membership dues.

(3) The Union is responsible to obtain and maintain voluntary written authorization for membership dues deductions.

(4) Membership dues deductions shall automatically renew unless written notice is provided by the authorized representative of the Union certifying a change in membership dues.

(5) The City shall honor any changes to membership dues deduction amounts provided by the Union.

(6) The Union is not required to provide a copy of individual employee authorizations to the City unless a dispute arises about the existence of terms of the authorization.

(7) Deduction notifications will be provided to payroll@stocktonca.gov.

(8) Changes and/or cancellations received by the City prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Union notifies the City on January 15th, the deductions will be effective no later than the first full pay period in March. The parties recognize there is a lapse in time due to pay period processing constraints. The City will make every effort to process earlier if possible.

(b) Hold Harmless Provision. The union shall indemnify, defend, and hold the City harmless against claims made and/or any suit against the City which may arise as a result of its deductions for membership dues or other programs sponsored by the Union.

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2.2 Use of City Facilities

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

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

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

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

2.3 Advance Notice

Except in cases of emergency, the Union shall be given reasonable advance written notice of the proposed change to any ordinance, resolution, rule or regulation to be adopted by the City that relates to matters within the scope of representation and shall be given the opportunity to negotiate, if requested, with the management representatives designated by the City Manager. The Union shall have fourteen (14) days to request a meet and confer. If the Union fails to request a meet and confer within this time period, it shall be deemed to have waived its right to meet and confer.

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

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2.4 Attendance at Meetings by Employees/Release Time

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

2.5 New Hire Employee Orientation and Information Requirements

(a) The City shall provide the Union i) not less than ten (10) days' notice in advance of the new hire employee orientation, and ii) within thirty (30) days of hire or by the first pay period of the month following hire a list containing the following information on file from the City's Human Resources database system:

- (1) Name;
- (2) Job title;
- (3) Department;
- (4) Work Location;
- (5) Personal cellular telephone numbers, including work and home;
- (6) Personal email addresses as provided by new hire employee; and
- (7) Home address.

The above information shall be updated and provided to the Union at least every one-hundred and twenty (120) days for all bargaining unit members.

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SECTION 3. PROBATION

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

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SECTION 4. LAY OFF

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

4.1 Layoff Scope

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

4.2 Notice of Layoff

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

4.3 Precedence by Employment Status

No Regular status 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 regular status employee. The order of layoff among employees not having regular status shall be according to the following categories, as listed in the ascending order.

- (a) Extra help or seasonal
- (b) Provisional

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- (c) Temporary
- (d) Probationary

Layoffs shall be by job classification according to the length of time served in that class plus higher classes within the same series, except as specified above. For the purpose of this procedure, part time classes shall be considered separate from, and shall be laid off prior to, regular full-time classes. The following provisions shall apply in computing total continuous service:

- (a) Time spent on military leave shall count as service if the leave was taken subsequent to entry in the department.
- (b) Time worked in an extra help, seasonal, provisional, temporary, grant, or other limited term status shall not count as service for any other class.
- (c) Time worked in a regular status or probationary status shall count as service time.

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

4.4 Employee Options

Employees may displace an employee in the same classification series based on time in class plus higher classes within the same series.

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SECTION 5. REEMPLOYMENT

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

- (a) Laid off employees who separate from the City of Stockton employment will be placed on the reemployment list for two (2) years.
- (b) An employee who receives a notice of layoff and exercises the option to demote to a previously held lower classification shall be placed on the reemployment list for the position from which the employee was demoted, as provided for above, and remain on the list as long as the employee remains an employee of the City or for a period of two (2) years from the date of separation due to layoff, whichever is longer, or until the employee declines appointment to the position. The reemployment rights granted by this subsection are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

The reemployment list for any class shall be established by a Civil Service resolution, as needed. The order in which names shall be placed on the reemployment list for any class shall be by the inverse order of lay off. An employee who waives reemployment three (3) times shall have their name removed from the reemployment list, unless mutually agreed to by the department and the employee.

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

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SECTION 6. DISCIPLINE

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

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

- (a) File no appeal.
- (b) File an appeal with the Civil Service Commission within ten (10) business days of receipt of written notification of the disciplinary action. Such filing will foreclose the use of the grievance procedure.
- (c) File a grievance as provided for in section 8.2, below, within ten (10) business days of receipt of written notification of the disciplinary action.

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

Lesser forms of disciplinary actions, such as written reprimands and transfers for purposes of punishment that do not involve loss of pay, may be appealed in accordance with the Fire Department's "Fire Fighters Procedural Bill of Rights" (FBOR) Informal Discipline Appeal Procedure.

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SECTION 7. GRIEVANCE PROCEDURES

7.1 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 results from the meeting and conferring process.

7.2 Filing Deadline

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

For purposes of this section, “business day” shall mean a day in which the Human Resources Department is open for business to the public.

7.3 Grievance Processing

- (a) Step 1 - Departmental Review. Any employee claiming to have 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 the 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 official of the Union may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have twenty (20) working days in which to investigate the issues, meet with the complainant, and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph, except for the resolution of compensation complaints.
- (c) Step 3 - City Manager Review. Any grievance that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a

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statement of the resolution desired. The City Manager shall designate a 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 a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.
- (e) Effect of Decision. Decisions of arbitrators on matters properly before them shall be final and binding on the parties, except as otherwise provided herein.

7.4 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 section 8.1, above.

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

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

7.5 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.

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All complaints alleging that the City is not compensating employees in accordance with the provisions of this MOU shall be filed as grievances directly with the City Manager. Any other matters of compensation are to be resolved in the meeting and conferring process, and, if not detailed in the MOU which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than one-hundred and eighty (180) days from the date upon which the complaint was filed.

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

All grievances of employees in units represented by the Union shall be processed under this section. If the City Charter or Civil Service Rules and Regulations requires that another option be available to the employee, no action under section 8.3(d), above, shall be taken unless it is determined that the employee is not utilizing such option.

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

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

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SECTION 8. LEAVES

8.1 Vacation Leave

(a) Accrued Vacation Allowance. Employees accrue vacation leave per pay period as follows:

(1) 40-hour workweek employee:

Months of Continuous Service	Hours Per Pay Period
Less than eighteen (18)	3.08
Eighteen (18) or more but less than ninety (90)	4.15
Ninety (90) or more but less than 180	5.54
180 or more but less than 300	7.27
More than 300	Additional .27 hours for each additional year of completed service in excess of 25 years

(2) 56-hour workweek employee:

Months of Continuous Service	Hours Per Pay Period
Less than eighteen (18)	4.62
Eighteen (18) or more but less than ninety (90)	6.23
Ninety (90) or more but less than 180	8.31
180 or more but less than 300	10.9
More than 300	Additional .40 hours for each additional year of completed service in excess of 25 years

(b) Maximum Vacation Accrual. Employees who reach the maximum accrual limits set below shall cease accruing additional vacation hours until their accrued balance falls below the applicable cap.

(1) The maximum number of vacation hours that employees on a 40-hour workweek shall accrue are as follows:

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

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27 years	336 hours
28 years	344 hours
29 years	352 hours
29 plus years	7 hours each additional year

- (2) The maximum number of vacation hours that employees on a 56-hour workweek shall accrue are as follows:

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

(c) Longevity Vacation Allowance:

- (1) Employees with accrued longevity vacation allowance balances as of June 30, 2011, will have those balances frozen and cashed out upon separation at the employee's straight time rate of pay in effect on June 30, 2011.

(d) Scheduling

- (1) 48/96 Shift Schedule. The 48/96 Shift Schedule for line fire suppression employees shall continue indefinitely with the contingency that the Fire Chief shall retain the ability to discontinue, change, or otherwise alter the work schedule consistent with their 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 leave 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.

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- b. Any accrued vacation leave that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.
- (e) Vacation Allowance for Separated Employees. Employees separating from City service for any reason who have unused vacation leave shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation hours shall be made at the employee's current straight time rate of pay. Payment for the unused vacation hours shall be paid post separation date at no later than the second regularly scheduled pay period pay date following separation.

(f) Vacation Allowance Sellback

During the month of December, employees may make an irrevocable election to cash out up to eighty (80) hours of vacation leave for the succeeding calendar year. Employees that cash out a portion of their vacation accrual will be paid at their straight time rate of pay on the first check in July of the following calendar year. Payments are subject to all applicable payroll taxes and withholding.

8.2 Sick Leave

- (a) Accrual. All regular status employees on a forty (40) hour workweek schedule, except provisional, temporary, and part-time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular status employees on a fifty-six (56) hour workweek schedule, except provisional, temporary, and part time employees shall accrue sick leave at a rate of twelve (12) hours for each month of service. All regular status 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) 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 leave provided that the employee:
- (1) Was hospitalized during the period for which sick leave is claimed, or

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- (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.
- (c) CalPERS Service Credit for Unused Sick Leave. Employees hired on or before December 28, 2012, may be eligible to convert unused sick leave for California Public Employees' Retirement System (CalPERS) service credit at retirement based on the CalPERS contract provisions applicable to their employment.

8.3 Other Leaves with Pay

- (a) Bereavement Leave. In the event of a death in the employee's immediate family, the employee will be granted up to five (5) days of paid bereavement leave. The City provides paid bereavement leave for the first three (3) days. A "day" is the number of hours an employee is normally scheduled to work during each day. The employee may use any other paid leave for the remaining two (2) days of bereavement leave. For the purposes of this section, "immediate family" is restricted to the employee's parents, spouse, registered domestic partner, parent-in-law, child, stepchild, sibling, brother-in-law, sister-in-law, grandparent, and grandchild.

In the event of the death of a person that is not an immediate family member, the Fire Chief or designee may grant up to three (3) days of unpaid leave upon request, the employee must use accumulated sick leave or vacation leave.

- (b) Jury Duty Pay. Employees will be permitted an 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:
- (1) Such absences from duty will be compensated for actual hours the employee serves on the jury, including necessary travel time. This includes the time from when the employee is ordered to appear until the time the employee is released from the court.
 - (2) On-duty employees must return to work immediately upon release from court.
 - (3) Attendance in court or at a deposition in connection with an employee's official duties for a case in which the City is a party, together with travel time and necessarily involved, is considered time worked.

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8.4 Workers' Compensation Leave

Whenever an employee is disabled, whether temporarily or permanently, by injury or illness arising out of, and in the course of, their duties, the employee shall become entitled, regardless of their 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 they are 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 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.

- (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 employees 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 employees 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 1800 hours on the day prior to their next scheduled duty period.
- (d) Forms and Procedures. Workers' Compensation processing shall be consistent with City procedures and in accordance with State Workers' Compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform their supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior

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to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

8.5 Leaves of Absence

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants 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 employees on an authorized leave of absence may continue enrollment in the City health and dental insurance plans by prepayment of the monthly premium during the authorized leave of absence.

Authorized absences without pay that 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 their position by reason of an injury or disease for which they are 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.

8.6 Leave of Absence without Pay

- (a) Purpose and Length. Only employees occupying positions on a regular status 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.

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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, childbirth, and recovery therefrom.

Such a leave will be granted only after all accrued sick leave has 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 of absence without pay may be canceled by the Fire Department at any time.

8.7 Absence Without Official Leave (AWOL)

- (a) Denial of Leave Request or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the department or City Manager or at the expiration of a leave shall be considered an absence without leave.
- (b) Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation as approved by the Director of Human Resources shall be deemed to have voluntarily resigned from employment with the City.

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SECTION 9. DAYS AND HOURS OF WORK

9.1 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 0800 hours, with the exception of the employees assigned to work in the Fire Department's Administration Offices, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

9.2 Shift Trades

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

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

9.3 Staffing

The City has management rights to determine staffing, and the City will comply with applicable California Occupational Safety and Health Act (CalOSHA) laws.

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SECTION 10. OVERTIME

10.1 Overtime Authorization

All compensable overtime must be authorized by the Fire Chief or their designated representative(s) 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.

10.2 Fair Labor Standards Act (FLSA) Agreement

- (a) “24-hour shift employees” means fire suppression employees assigned to a Section 7(k) exemption FLSA work schedule.
- (b) “Day shift employees” means Fire Management Unit employees assigned to work a conventional 40-hour workweek, such as a Monday through Friday 5/8 work schedule, a 9/80 work schedule, and/or a 4/10 work schedule (e.g. fire prevention, training division, etc.).
- (c) 24-hour Shift Employees.
 - (1) Employees currently assigned to a twenty-four (24) day work period will be paid overtime rate at the rate of time and one half (1.5) the employee’s regular rate of pay for hours worked in excess of their eight (8) regularly scheduled shifts within the twenty-four (24) day work period.
 - (2) Premium FLSA Pay. Fire unit employees on a 7(k) exemption work schedule currently receive two point nine two (2.92) hours per pay period (twenty-six (26) pay periods) for Premium FLSA Pay to compensate for ten (10) hours of scheduled overtime between the FLSA maximum of one hundred and eighty-two (182) and one hundred and ninety-two (192) hours in a twenty-four (24) day work period.
- (d) For day shift employees, overtime shall be paid at the rate of time and one half (1.5) the employees regular rate of pay for hours worked in excess of forty (40) hours in a seven (7) day work period.
- (e) Hours worked includes all actual time worked, plus sick leave, bereavement leave, industrial illness or injury leave (4850), vacation leave, and jury duty. Holiday hours taken and observed holidays where the City is closed are considered as time worked for employees in administrative assignments where holidays are observed.

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10.3 Compensatory Time

- (a) Definition. As used in this section, the term Compensatory Time refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to, or in excess of, their normal work schedule.
- (b) Use. Such Compensatory Time must be taken during the work period in which it is earned and will be credited in accordance with section 11.1 above. The accrual of Compensatory Time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief's designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that they are unable to take accrued Compensatory Time during the work period in which it is earned, pay for such time shall be provided at straight time or time and one half (1-½) depending upon the number of hours worked by the employee during the work period consistent with section 11.1 above.
- (c) Department Policy. Compensatory Time for sworn 40-hour personnel shall be provided in accordance with the Department's Policy and Procedures, Article J, Section 3B.

10.4 Fair Labor Standards Act

- (a) Work Out of Classification. Employees assigned to work overtime in a higher classification than the classification they are appointed will be paid overtime at the hourly rate attached to the 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) Rank-for-Rank Overtime. Employees may work in a classification lower than the classification which they currently hold. Employees will receive their existing wage for their regularly assigned classification for all hours worked, including overtime.

(1) Working Down in Rank

If no qualified employees within the affected rank/classification are available or willing to fill the vacancy, employees in a higher rank/classification may be assigned to fill the vacancy to minimize the use of mandatory overtime within the affected classification.

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(2) Mandatory Overtime

If no employees voluntarily accept the overtime assignment, the Department may utilize mandatory overtime within the affected rank/classification, consistent with the provision of the MOU and Department Policy.

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

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SECTION 11. HOLIDAYS

(a) The City observes the following holidays on the dates indicated:

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

(b) Except for employees in administrative assignments who observe holidays, employees receive the dollar value of the holidays listed above in lieu of observing holidays.

For positions that observe holidays, floating holidays accrued annually on the first pay period to a maximum of sixteen (16) hours. Upon separation unused floating holiday hours will be paid out at the employee's current straight time rate of Pay.

(c) For positions that observe holidays, to receive holiday pay the employee must be in a paid status the day before and the day after the holiday.

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SECTION 12. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY

12.1 Public Employee Retirement System Benefits for Unit Employees hired on or before December 28, 2012

- (a) The City shall continue providing bargaining unit employees hired on or before December 28, 2012, with the CalPERS 3% @ 50 local safety pension formula based on the single highest year.
- (b) Additional CalPERS Benefits.
 - (1) The City shall continue providing the following optional pension benefits and enhancements: Sick Leave Conversion up to two thousand and eighty (2,080) hours (Government Code Section 20965), Survivor Benefit Level 4 (Government Section 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code Section 21635), Continuation of Death Benefits After Remarriage (Government Code Section 21551), and Military Service Credit as Public Service and for Retired Person at the employees' expense (Government Code Sections 21024 and 21027).
 - (2) The City shall continue providing such other CalPERS benefits as set forth in the City's contract with CalPERS as of the date of the execution of this MOU.
- (c) Employer Paid Member Contribution (EPMC). The City shall continue contributing an amount equal to nine percent (9%) of the employee's current base salary and other qualifying compensation as determined by State law toward the employee contribution for CalPERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code section 20691.
- (d) EPMC Payrate Conversion. The City will cease paying the nine percent (9%) EPMC at the beginning of an employee's last year of employment, and the employee pays their nine percent (9%) employee contribution on a pre-tax basis through an automatic payroll deduction. The base salary for those employees will be increased by that same nine percent (9%) for the last twelve (12) months of employment in accordance with Government Code Section 20692. Instead of applying these Section 20692 provisions each pay period, employees may select the option for a one-time retroactive application at the time of their retirement for the entire twelve (12) month period prior to the effective date of retirement. Employees who wish to select

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this option, shall indicate this on the City's EPMC Authorization form provided by Human Resources.

- (e) CalPERS 20516 Cost Sharing for the Employer's Pick Up of the Employee's Nine Percent (9%) CalPERS Contribution. Employees hired on or before December 28, 2012, agree to continue sharing the cost of the CalPERS 3% @ 50 local safety pension formula plan by contributing nine percent (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by CalPERS towards the employer's share of cost for CalPERS pension on a pre-tax basis. If CalPERS determines that the maximum contribution through a CalPERS Section 20516 amendment is less than the nine percent (9%) and/or some or all of the contributions sunset at a specific time in the future, the parties agree that the City shall deduct the percentage up to nine percent (9%) not covered by the CalPERS amendment process through a payroll deduction. If during the term of this agreement legislation is enacted and becomes effective during the term of this agreement requiring employees under the CalPERS retirement system to pay all or part of the employee's share of retirement contribution thus reducing or eliminating EPMC, the parties agree that as soon as administratively possible consistent with CalPERS regulations, to convert the employee's contribution to the employer's share under the Section 20516 cost share contract amendment to the employee's share towards retirement for the percentage required by the new legislation.

12.2 Public Employee Retirement System Benefits for Unit Employees Hired on or after December 29, 2012 and before January 1, 2013

The City shall continue providing bargaining unit employees hired on or after December 29, 2012, and before January 1, 2013, and bargaining unit employees hired on or after January 1, 2013, who qualify as classic members with the CalPERS 3% @ 55 local safety pension formula based on the three (3) year final compensation period and no optional or enhanced benefits except for statutorily required enhancements. Employees shall continue contributing nine percent (9%) on a pre tax basis toward the employee contribution for the pension benefits and are not subject to the Government Code Section 20516 cost sharing provision in section 13.1(e) above.

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12.3 Public Employee Retirement System Benefits for Employees hired on or after January 1, 2013

The City shall continue providing bargaining unit employees hired on or after January 1, 2013, without reciprocity (i.e., “new” members) the CalPERS 2.7% @ 57 local safety pension formula based on the three (3) year final compensation period and no optional or enhanced benefits except for statutorily required enhancements. Employees without reciprocity shall continue contributing fifty percent (50%) of the “normal cost” as determined by CalPERS on a pre-tax basis for the pension benefit and are not subject to the Government Code Section 20516 cost sharing provision in section 13.1 (e) above.

12.4 Uniform Allowance

Employees are required to wear a uniform and receive a uniform allowance in the amount of thirty-six dollars and fifty-four cents (\$36.54) per pay period.

12.5 Education Incentive Pay

- (a) Employees who possessed an intermediate education certification on June 30, 2027, will receive three percent (3.0%) of the top step of their classification. Employees who possessed an advanced education certification on June 30, 2027, will receive five percent (5.0%) of the top step of their classification.
- (b) Employees who possess an Associate’s Degree or sixty (60) units from an accredited college will receive Education Pay in the amount of three percent (3.0%) of the top step of their classification.
- (c) Employees who possess a Bachelor’s Degree from an accredited college will receive Education Pay in the amount of five percent (5.0%) of the top step of their classification.
- (d) Employees can only receive one (1) category under this section for a maximum of five percent (5.0%) Education Pay under this section.

12.6 Emergency Medical Technician (EMT) Certification

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

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

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Each member shall secure EMT certification within one (1) year of commencement of employment and maintain that certification throughout their career while assigned to line fire suppression activities. In the event a new member does not have EMT certification upon employment, the member shall be provided Emergency Aid Responder (EAR) training and certification by the Department's Division of Training prior to being placed on line.

All periodic re-certifications of EMT certification shall be prepared for and executed during on-duty training sessions conducted by the Division of Training. If a member fails to re-certify after one (1) attempt, the Division of Training shall provide additional resources to assist the member to prepare for a second attempt at re-certification in accordance with State regulations. The Division of Training's resources will include the following: study guides, textbooks, remedial lectures on deficiencies, and a list of local courses offered by other agencies. If the member fails the second attempt or the member's EMT certification expires, the member must obtain EAR certification, which shall comply with State law. The non-EMT member will be provided EAR training and certification by the Division of Training prior to assignment to line fire suppression activities.

Members whose certification lapses shall have eighteen (18) months to complete an EMT re-certification process. During this time frame, the member shall not trade shifts or work overtime without permission of the Fire Chief. The member shall be reduced one (1) pay grade until EMT re-certification is achieved.

A member may attempt re-certification at any time and from any jurisdiction within the State of California. If the member fails to either (1) regain EMT certification within the eighteen (18) month "correction period" or (2) fails to obtain EAR certification within thirty (30) days of loss of EMT certification, the City may take appropriate disciplinary action pursuant to Rule XII of the Stockton Civil Service Rules and Regulations for Police and Fire Employees, up to and including termination.

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

12.7 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 by the City.

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12.8 Longevity Pay

- (a) Employees who have completed five (5) years of paid service with the City receive longevity pay in the amount of two percent (2.0%) of their base rate of pay.
- (b) Employees who have completed ten (10) years of paid service with the City receive an additional two percent (2.0%) of their base rate of pay for a total of four percent (4.0%).
- (c) Employees who have completed fifteen (15) years of paid service with the City receive an additional two percent (2.0%) of their base rate of pay for a total of six percent (6.0%).
- (d) Employees who completed twenty (20) years of paid service with the City receive two percent (2.0%) of their base rate of pay for a total of eight percent (8.0%).

12.9 Contagious Disease

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

12.10 Administrative Positions

While assigned to the 40-hour administrative schedule (even if the employee is still on the 24-day FLSA work period) employees will be subject to an hourly pay conversion by multiplying the 56-hour base rate of pay by 1.4 to reach an equivalent pay amount. When the employee is assigned back to their suppression schedule (56-hour work week), their hourly pay will be converted back to the 56-hour rate.

Fire Staff Premium

Fire employees who are routinely and consistently assigned to administrative positions will receive Fire Staff Premium in the amount of fourteen percent (14.0%) of their base rate of pay for being assigned to administrative work during an administrative schedule that differs from fire suppression employees.

12.11 Acting Pay

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

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12.12 Call-Back Pay

Employees called back to work to assist with a multiple alarm fire or other emergency situation after they have worked a scheduled shift and have departed from the work site will receive a minimum of three (3) hours of call-back at one and one-half (1.5-) times their regular rate.

The above provision does not apply to employees called back due to an operator error that does not result in the employee being assigned for the day or an employee's participation in official meetings called by authorized personnel of the Stockton Fire Department.

12.13 Paramedic Certificate Pay

Employees who possess a valid paramedic certificate receive Paramedic Pay in the amount of twelve percent (12.0%) of the top step Engineer base rate of pay.

12.14 Wellness-Fitness Program

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

- (a) Participation in the Wellness-Fitness Program is mandatory for the program's testing, evaluations, and daily physical training requirements.
- (b) Annual physicals under the program shall be required. The City will contract with an Occupational Health Provider of its choosing to perform these annual physicals.
- (c) All information obtained from the medical evaluations is confidential, and the City will only have access to information regarding work restrictions necessary to determine whether appropriate accommodations can be made.
- (d) The Union and management will continue to collaborate on the Department's Wellness-Fitness Program to enhance and maintain the wellness and fitness of members of the Department.

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12.15 CalPERS Reportability

The City makes no representation as to whether any of the compensation or payments in this MOU are subject to CalPERS service credit or pensionable income. Any determination by CalPERS to not fully credit the compensation and/or service time provided under this MOU is outside the City's control.

12.16 Lapse of Certification

An employee receiving an add pay under section 13 of this MOU, whose certification lapses, will not be eligible for the add pay and will be subject to reassignment. Reinstatement of the add pay will commence upon recertification.

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SECTION 13. INSURANCE PLANS

13.1 Health Insurance Related Benefits

- (a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental, and vision plans. Each plan shall offer an Employee only, Employee plus one (1), and Employee plus two (2) or more dependents coverage. The City shall offer two (2) or more medical plans to regular status employees.
- (b) Eligibility. Employees shall become eligible for medical, dental, and vision insurance on the first day of the month following date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one (1) employee plan (i.e., an employee and their dependent cannot be covered by more than one (1) City-offered health plan).
- (c) City Contribution Towards the Cost of Insurance Programs.
- (1) The City contributes the following:
- a. Up to \$936.10 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
 - b. Up to \$1,698.55 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
 - c. Up to \$2,263.20 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.
- (2) Effective January 1, 2027, the City contributes the following:
- a. Up to \$973.54 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
 - b. Up to \$1,766.49 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.

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- c. Up to \$2,353.73 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

(3) Effective January 1, 2028, the City contributes the following:

- a. Up to \$993.01 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- b. Up to \$1,801.82 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
- c. Up to \$2,400.80 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

These contributions are based on full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical, vision, and dental to be pre tax premium conversion.

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

13.2 Long Term Disability Insurance

The City provides to each employee seventeen dollars (\$17.00) per month in lieu of Long Term Disability Insurance.

13.3 Life Insurance

The City provides each employee group term life insurance coverage in the amount of fifty thousand dollars (\$50,000.00). In addition, employees can purchase additional voluntary life insurance through their union or through the City's IRS 125 vendor.

13.4 Retiree Medical Trust

The City acknowledges the Union's intent to participate in a Retiree Medical Trust (hereinafter the "Trust") for the benefit of current and future Fire Management Unit

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members. The City agrees to cooperate with the Union to facilitate payroll deductions from Fire Management Unit members to be contributed to the Trust.

The Trust shall be and remain separate and apart from any Employer health insurance funding program.

Within two pay periods following receipt of written notification from the Union of its entry into the Trust, but no sooner than March 1, 2023, eligible regular status employees covered by this Agreement shall contribute to the Trust an amount equal to a uniform flat dollar amount per month for each month of employment, which the employer shall deduct through a bi-weekly payroll deduction. This contribution amount shall be included in the above-referenced notice to the City. Individuals who attain regular status in the second pay period of a month shall have the full amount deducted from their initial check; individuals separating from employment in the first pay period of a month shall also have the full amount deducted from their final check.

To the extent authorized by law, all contributions shall be made on a pre-tax basis. The employee assumes full responsibility and liability for tax consequences related to contributions to and/or withdrawals from the Trust. There shall be no employee election or option to take the contribution amount in cash. The Union has the right to alter the amount of salary deduction during the course of this Agreement, on a uniform basis, for all employees covered by the Agreement, subject to approval of its members according to the Union's bylaws and applicable laws. The Union shall provide written notice to the City of any such changes, which will be implemented no later than the second full pay period following receipt of said notice.

The City shall not charge the Union or Fire Management Unit members for any administrative costs associated with the enrollment of employees in the Trust or for payroll deductions and the transmittal of employee contributions to the Trust, or for any other City actions required by this Section. The Union shall be responsible to pay the Trust for any administrative costs arising between the Union and the Trust from the enrollment of the Union and the Fire Management Unit members in the Trust.

The Union agrees, to the fullest extent permitted by applicable law, to indemnify and hold harmless the City and each of its agents, officers, and employees against all costs, expenses, liability, and damages resulting from any misrepresentation, negligent action or inaction, or breach of, the Trust, or any rules, policies, or procedures established by the Trust's Board of Trustees.

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The City provides no guarantee to employees regarding the ultimate length of retiree medical benefit payout. Employees who participate in the Trust assume the entire risk from any investment gains or losses associated with these funds or other decline in value. Nothing contained in this contract shall constitute a guarantee by the City that assets of the Trust will be sufficient to pay any benefit to any person or to make any other payment during an employee's life expectancy after retirement. All payments, in the form of employee contributions, to the Trust are defined contributions only. Payments to be paid from the Trust are limited to the remaining assets in the Trust and governed by the Board of Trustees and the current Plan. The parties understand that the above provisions shall in no way obligate the City to incur any additional costs or obligations beyond those already set forth in this contract.

The City's obligation to provide pre-tax deposits would remain subject to Internal Revenue Service (IRS) rules as they may be revised in the future. Should the IRS later determine that these contributions are no longer permissible on a pre-tax basis, the City shall cease deducting such amounts from employee compensation.

Participation in the Trust shall be the complete and sole responsibility of the Union. The City shall not be involved in the Trust's design, its administration, or in the benefits paid, nor shall the City have any responsibility for any actions of the Trust or its trustees, or of the Union with respect to the Trust. The City has no fiduciary duty with respect to the Trust.

13.5 Survivors' Medical Benefit

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

13.6

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

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SECTION 14. SALARY PLAN

14.1 Salary Ranges

Wages for all classifications are set forth in the City's Salary Schedule. The Salary Schedule consists of nine (9) steps with five percent (5.0%) between steps 1 through step 6, and two and a half percent (2.5%) between steps 7 through 9.

Salary Upon Appointment

Employees promoted to the classification of Battalion Chief will receive a five percent (5%) salary increase above their current base rate of pay. Steps 2 through 7 are obtained after completion of six (6) months in the previous step. Steps 8 through 9 are obtained after completion of one (1) year in the previous step.

Salary step increases will be effective the first day of the pay period following appointment or revision. If the date of appointment or revision is the first day of a pay period, salary step increases shall be as of that date.

Changes in an employee's salary because of promotion, demotion, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee.

14.2 Salary Step After Promotion or Demotion

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

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

14.3 Salary Adjustments

(a) Effective the first full pay period following City Council adoption of the Agreement, but no sooner than June 28, 2026, all classifications will receive a two percent (2.0%) Cost of Living Adjustment (COLA) increase to base pay.

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(b) Effective June 27, 2027, all classifications will receive a two percent (2.0%) Cost of Living Adjustment (COLA) increase to base pay.

14.4 Market Adjustments

Effective the first full pay period following City Council adoption of this Agreement, but no sooner than June 28, 2026, all classifications will receive a four percent (4.0%) Market Adjustment increase to base pay.

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SECTION 15. SEPARABILITY OF PROVISIONS

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

SECTION 16. 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 MOU.

This MOU supersedes all existing Memoranda of Understanding and side letters between the City and the Union.

SECTION 17. SCOPE OF AGREEMENT

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

SECTION 18. DURATION OF AGREEMENT

All provisions of this MOU are effective as of the date of execution unless otherwise indicated, and will remain in full force and effect up to and including June 30, 2028.

SECTION 19. MAINTENANCE OF OPERATIONS

(a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. The Union and each employee represented thereby agrees during the term of this MOU, 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 strike, unfair labor practice strike, or sympathy strike, work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing (other than informational picketing) against the City, the individual or concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment (including compliance with the request of another labor organization or bargaining unit to engage in such activity) in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

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(b) The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this MOU and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event any activity prohibited by subsection (a) occurs, the Union agrees to take any and all steps necessary to assure compliance with this MOU.

APPENDIX A: ADMINISTRATIVE STIPEND

Battalion Chief's Lenard Gutierrez, Alex Steinheimer, and Matt Knierim will receive an admin stipend of \$90.00 per pay period. Effective July 1, 2027, this pay will be reduced to \$60.00 per pay period. Effective July 1, 2028, this pay will be reduced to \$30.00 per pay period. This provision will be eliminated on June 30, 2029.

APPENDIX B: RATES OF PAY

Base Rate of Pay: The employees' Base Rate of Pay is their step as listed on the salary schedule for their classification.

Straight Time Rate of Pay: The employees' Straight Time Rate of Pay includes the employee's base rate pay plus all percentage' based add pays.

Regular Rate of Pay: The employees' Regular Rate of Pay as defined by the Fair Labor Standards Act (FLSA).

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IN WITNESS WHEREOF this MOU was ratified by a membership vote of the Union on _____, day of _____, 2026, and by an affirmative vote of the Stockton City Council on _____, 2026. The parties hereto have executed this Memorandum of Understanding this _____ day of _____, 2026.

**STOCKTON FIRE FIGHTERS'
LOCAL UNION 456
Fire Services Management Unit**

City of Stockton

DEVIN ROBSON
President, Local 456

JOHNNY FORD
City Manager

ALECIA FIGIEROA
Acting Director of Human Resources

Approved as to form:
RAINS LUCIA STERN, PC
By:

Approved as to form:
By:

TIMOTHY K. TALBOT
Attorney for the Union

MARCI ARREDONDO
City Attorney

By:

MICHAEL JARVIS
Negotiator for the City

ATTEST:

FIRE MANAGEMENT UNIT SUCCESSOR MOU
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KATHERINE ROLAND
City Clerk