

**FIRE UNIT SUCCESSOR MOU**  
**TERM: JULY 1, 20256 – JUNE 30, 20268**

**CITY OF STOCKTON**

**FIRE UNIT**  
**MEMORANDUM OF UNDERSTANDING**

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the representation unit identified in section 1 of this Memorandum of Understanding (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, 20265 and ending on June 30, 20268. This agreement shall supersede all other existing agreements on the matters set forth herein.

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**SECTION 1. RECOGNITION**

**1.1 City Recognition**

~~The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereafter referred to as the "City," in employer-employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.~~

**1.2 Union Recognition**

~~The City recognizes the Stockton Firefighters' Local 456 ~~(formerly Local 1229), International Association of Firefighters, hereafter referred to as the ("Union;"), is~~ as the recognized employee organization for the Firefighters' Unit ("Fire Unit"), ~~certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.~~ which consists of the following classifications: Fire Captain, Firefighter Engineer, Firefighter and Firefighter Trainee.~~

**1.3 Reopener**

~~No later than November 1, 2025, the City will provide the Union with an update on its economic status and whether the City has identified additional ongoing revenue that may be used to fund compensation increases for the Fire Unit. If additional ongoing revenue is identified, the parties will meet as soon as practicable to negotiate additional compensation items to be provided to Fire Unit employees during the term of this MOU.~~

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## SECTION 2. UNION RIGHTS

### 2.1 Union Membership Dues and Payroll Deductions

~~(a) In accordance with Senate Bill (SB) 866, the parties agree to the following process for making, canceling, or changing payroll deductions for Union membership dues deductions.~~

(b)(a) As certified in writing by the Union, ~~to the City in a manner consistent with the requirement of (SB) 866~~ the City will deduct the monthly Union membership dues, initiation 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](mailto:payroll@stocktonca.gov).
- (8) Changes and/or cancellations received by the City prior to the 15<sup>th</sup> of the month will be processed no later than the first pay period of the second month. Example: Union notifies the City on January 15<sup>th</sup>, 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.

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(e) Hold Harmless Provision. The Union shall indemnify, defend, and hold the City harmless against any 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.

## 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

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at hand. At the earliest practicable date thereafter, the Union shall be provided with the notice described above and be given an opportunity, if requested, to negotiate changes to the content of said notice with the management representatives designated by the City Manager.

#### **2.4 Attendance at Meetings by Employees/Release Time**

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

#### **2.5 New Hire Employee Orientation and Information Requirements**

(a) ~~In accordance with Assembly Bill (AB) 119, t~~The City shall provide the Union i) not less than ten (10) days' notice in advance of 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. NON-DISCRIMINATION/EQUAL EMPLOYMENT

#### 3.1 Non-Discrimination/Equal Employment

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

#### 3.2 Concerted Labor Activity

- ~~(a) Employees covered by this MOU will have the right to join and to participate in the activities of the Union for purposes of representation under the MMBA and will also have the right to refrain from participation of any such activities.~~
- ~~(b) Employees covered by this MOU have the right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal for protected concerted labor activity, under the MMBA.~~
- ~~(c) Peaceful Performance of Memorandum of Understanding. Employees are free from participating in protected activities or refraining from protected activities. Employees covered in this MOU shall not engage in concerted activity in violation of the MMBA.~~

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### **SECTION 43. PROBATION**

#### **4.43.1 Purpose**

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

#### **4.23.2 Original Entrance Positions**

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

#### **4.33.3 Retention/Rejection of Probation**

The Director of Human Resources shall notify the appointing authority at least four (4) weeks prior to the termination of any probationary period. At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, the appointing authority shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee is desired. During the probationary period, an employee may be rejected at any time by the appointing authority.

#### **4.43.4 Promotional Positions**

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

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### **SECTION 45. LAYOFF**

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.

#### **5.14.1 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

#### **5.24.2 Notice of Layoff**

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

#### **5.34.3 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 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 with the employee having the least amount of time served in the class to be laid off first. For the purpose of this procedure, part time classes shall be considered as separate from and shall be laid off prior to regular full time classes. The following provisions shall apply in computing total continuous service:

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

#### **5.44.4 Employee Options**

Employees ~~laid off shall have the following choices: may~~

- (a) ~~Displacing the an 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 classification series based on time in class plus higher classes within the same series. 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 regular status, thus displacing the employee working in that classification who has the least (total service) seniority.~~

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### **SECTION 56. 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.

As provided below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment thereafter when vacancies occur.

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

The reemployment list for any class shall be established by a Civil Service resolution, as needed. The order in which names shall be placed on the reemployment list for any class shall be ~~by seniority, which means "last laid off, first rehired."~~by the inverse order of layoff. 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 employee.

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

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**SECTION 76. 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 78. GRIEVANCE PROCEDURES**

### **8-17.1 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.

### **8-27.2 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.

### **8-37.3 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

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in writing, detailing the specific issues involved in the referral together with a 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.

#### **8.47.4 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.

#### **8.57.5 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

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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 their judgment for the judgment of management and if the arbitrator finds that the City had such right, they may not order reinstatement and may not assess any penalty upon the City.~~

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 require 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 89. LEAVES**

**9.18.1 Vacation Leave**

(a) Accrued Vacation Allowance. ~~All employees, excluding provisional, temporary, and part-time employees, shall~~ accrue vacation leave per pay period as follows:

(1) 40-hour workweek employee:

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

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

(2) 56-hour workweek employee:

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

~~Under 1.5 years — 120 hours  
 1.5 — 7.5 years — 162 hours  
 7.5 — 15 years — 216 hours  
 15 — 25 years — 283.5 hours~~

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~~25 plus years ————— additional 10.5 hours each year~~

(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. Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances. Employees shall accrue vacation on a per pay period basis.~~

(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
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

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

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

(d) Scheduling

(1) 48/96 Shift Schedule. The 48/96 Shift Schedule for line fire suppression employees shall continue indefinitely with the contingency that the Fire Chief shall retain the ability to discontinue, change, or otherwise alter the work schedule consistent with 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 contiguously.
- 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 time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation hours shall be made at the final 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. ~~Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.~~

(f) Vacation ~~Allowance~~ Sellback

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

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~~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. Effective for fiscal year 2025/2026 only, employees may elect to sell back up to a maximum of eighty (80) hours from their unused accumulated vacation balance and/or frozen longevity vacation allowance (if applicable), after the use of a scheduled vacation of forty (40) hours or more in that same or prior fiscal year. To utilize this option, employees must maintain a balance of forty (40) accrued vacation hours after the cash payment. When in effect, this option may be exercised once per fiscal year. Employees may elect this option by December 31st of 2025, for a payment window of January 1, 2026, through June 30, 2026. The cash out election is irrevocable, and the City will follow IRS regulations regarding cash payment of leave.~~

### **9.28.2 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 on a prorated basis. Unused sick leave shall accumulate from year to year. Employees shall continue to accrue sick leave while off duty on authorized sick leave, provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

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

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

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

~~Such leave shall be restricted to the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, legal dependent, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, and "designated person." For the purposes of paid sick leave, a "designated person" means a "person identified by the employee at the time the employee requests paid sick leave." An employee may select one (1) person as a "designated person" in a twelve (12) month period.~~

~~(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 their absence, the employee shall request in writing authorization for such sick leave from the Fire Chief or their designee prior to such absence.~~

~~Before an employee may be paid for the use of accrued sick leave, they shall complete and submit to the Fire Chief or their designee 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 the 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 or their designee.~~

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

~~The Fire Chief or designee may make such sick leave usage reviews and may require such physician's documentation as they deem necessary to ensure proper use of the sick leave benefit. In addition, the Fire Chief may monitor and control the appropriate use of sick leave by employees and if~~

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~~reasonable cause is articulated, can limit use of sick leave and require additional verification.~~

~~(f)(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
- (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 employees of the department on leave for sickness shall be available by telephone or at their home for consultation with the Fire Chief or the Fire Chief's designee. Exceptions to this rule shall only be made with the permission of the attending physician and Fire Chief.~~

~~All employees 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 1800 hours on the day prior to their next scheduled duty period. Sick leave may be granted for any period of time approved by the Fire Chief.~~

~~(i) Payment for Unused Sick Leave for Unit Employees. Effective February 17, 2012, except as set forth below all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees may be eligible to convert unused sick leave for California Public Employees' Retirement System (CalPERS) service credit at retirement based on the CalPERS contract provisions applicable to their employment.~~

~~(j)(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. shall be eligible to convert up to two thousand and eighty (2,080) hours of unused sick leave not otherwise compensated for in (k)~~

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~~below to CalPERS service credit at retirement. Employees hired after this date will not be eligible to convert sick leave to service credit, in accordance with the City's CalPERS contract to eliminate service credit for unused sick leave after this date. Service credit for unused sick leave shall be in accordance with CalPERS regulations.~~

- (k) ~~Sick Leave Retention Benefit. After subtracting the equivalent of one (1) full year of service credit two thousand and eighty (2080 hours), which may be applied to CalPERS service credit, any balance remaining upon separation which the employee held on February 16, 2012, shall be paid at fifty percent (50%) of its cash value.~~

### **9.38.3 Other Leaves with Pay**

- (a) Bereavement Leave. In the event of a death in the employee's immediate family, the employee ~~shall, upon request, will~~ be granted up to ~~three five (35)~~ days of unpaid bereavement leave. ~~The City provides paid bereavement leave for the first three (3) days.~~ A "day" ~~shall be is~~ the number of hours an employee is normally scheduled to work during each day ~~(e.g., 8, 10, 24 hours).~~ ~~The employees shall, upon request, be granted may use an any other paid leave for the remaining additional~~ two (2) days of bereavement leave ~~which shall be charged against the employee's accumulated sick leave or vacation leave.~~ For the purposes of this section, "immediate family" ~~shall be is~~ restricted to the employee's parents, spouse, registered domestic partner, ~~mother-in-law, father-in-law, parent-in-law,~~ child, ~~stepchild, brother, sister, sibling,~~ brother-in-law, sister-in-law, grandparent, and grandchild.

In the event of the death of a person ~~that is not an immediately family member related to an employee, as defined above,~~ the Fire Chief or designee may grant up to three (3) days of unpaid leave upon request, ~~which shall be charged against the employee's the employee must use~~ accumulated sick leave or vacation leave.

- (b) Jury Duty Pay/Court Appearance. ~~Upon approval by the Fire Chief, an employee, other than a provisional or temporary employee, shall 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 ~~or testifies as a witness in a criminal case,~~

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~~other than as a defendant~~, including necessary travel time. This shall include~~s~~ the time from when the employee is ordered to appear until the time the employee is released from the court. ~~As a condition of receiving such pay, the employee must remit to the City, within fifteen (15) days after receipt, all fees received, except those specifically allowed for mileage and expenses. The employee shall remit such fees to the City through the employee's department head.~~

~~(2) Attendance at court or at a deposition while in an on-duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time necessarily involved, shall be considered and paid as hours worked.~~

~~(3) Other absences from duty for attendance at court or at depositions shall be without pay.~~

~~(4)~~(2) On-duty employees shall ~~shall~~ must return to work immediately upon release from court.

~~(5)~~(3) Attendance at court or at a deposition while in an off-duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time, where such travel is to a location outside of San Joaquin County, shall ~~is~~ be considered time ~~in terms of actual hours spent performing those duties and paid as hours~~ worked.

~~(6) For the purpose of computing any travel time to be reimbursed by the City in accordance with this section for attendance at court or at a deposition while in an off-duty status, such travel time shall be deemed to commence from the San Joaquin County Courthouse.~~

~~(c) Maternity Leave. Time off of work 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.~~

~~(d) Military Leave. An employee who is a member of the National Guard, Naval Militia, Reserve Corps, or Force of the Federal Military, Naval, or Marine Service and is ordered to duty shall be granted leave with pay while engaged~~

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~~therein, provided the leave does not exceed thirty (30) calendar days in any calendar year.~~

~~All regular status employees who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California shall be allowed leave of absence without pay for the duration of a national emergency. Except as hereafter stated, said employees shall be reinstated into City service, provided they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.~~

~~In the case of a probationary status employee having served their minimum probationary period of eighteen (18) months at the time of induction, it shall be optional with the Fire Chief and the City Manager to grant regular status to said employee before induction.~~

~~All probationary status employees inducted into Military Service not having served the minimum probationary period of eighteen (18) months or having served the minimum probationary period of eighteen (18) months but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency. Following such leave, said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit, as above specified, and shall serve the balance of their probationary period before attaining regular status.~~

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

#### **9.48.4 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, they shall become entitled, regardless of their period of service with the City, to leave of absence, while so disabled, without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year or until such earlier date as they are retired on permanent disability pension.

If the 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

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

### **9.58.5 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

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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.

**9-68.6 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.

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

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- (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.

**9.78.7 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 910. DAYS AND HOURS OF WORK**

**10-19.1 Workweek**

The regularly scheduled workweek for each member of the Fire Unit assigned to fire suppression duties shall average fifty six (56) hours over a twelve (12) week period. The regularly scheduled workweek for each member of the Fire Unit assigned to work in the Department's administrative offices, the Fire Prevention Bureau, or the Division of Training shall be forty (40) hours. Other work periods may be declared by the Fire Chief for some or all members of the Fire Unit when dictated by operational requirements of the Fire Department.

All working shifts will commence at 0800 hours, with the exception of the employees assigned to work in the Fire Administration Office, Fire Prevention Bureau, and Division of Training, whose hours shall be determined by the Fire Chief.

**10-29.2 Shift Trades**

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

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

**10-39.3 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 110. OVERTIME

#### 11.110.1 Fair Labor Standards Act (FLSA) Agreement

- (a) “24-hour shift employees” means fire suppression employees assigned to a Section 7(k) exemption FLSA work schedule.
- (b) “Day shift employees” means Fire Unit employees assigned to work a conventional 40-hour workweek, such as a Monday through Friday 5/8 work schedule, a 9/80 work schedule, and/or a 4/10 work schedule (e.g. fire prevention, training division, etc.). “Day shift employees” also includes firefighters and fire recruits assigned to the fire training academy.
- (c) 24-hour Shift Employees.
- (1) Employees currently assigned to a twenty-four (24) day work period will be paid overtime rate 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 (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~~<sup>½</sup>) the employee’s regular rate of pay for all hours of actual time worked in excess of forty (40) hours in a seven (7) day work period.
- (e) Hours worked ~~shall include~~ s all actual time worked, plus: ~~B~~ bereavement leave, jury duty leave, industrial illness or injury leave (4850) ~~taken within the work period when 4850 leave begins or ends~~, vacation ~~leave taken within the work period~~, and sick leave ~~shall also count as actual time worked. Other time taken as compensated time off shall not be considered as actual time worked.~~ Holiday hours taken and observed holidays where the City is closed ~~shall be~~ are considered as time worked for unit employees in administrative assignments where holidays are observed ~~only~~.
- ~~(f) The regular rate of pay includes “all remuneration for employment paid to, or on behalf of, the employee” as defined by the FLSA.~~

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~~(g)~~(f) Work Out of Classification. Employees assigned to work overtime in a ~~position or higher~~ 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.

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

~~(h)~~ Rank-for Rank Overtime Classification for Classification Relief. ~~In providing relief, Fire Unit e~~Employees may work in a classification lower than the classification which they currently hold, ~~but may not provide relief by working in a classification above their current classification, except in extraordinary circumstances.~~ 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.

(2) Mandatory Overtime

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

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~~(j)(i)~~ Continuing Education for Paramedics. Upon prior approval of the Fire Chief the City will compensate members of the Fire Unit at their straight time rate for time spent, in an off-duty status, in continuing education necessary to maintain their certification, up to twenty-four (24) hours or less in a two (2) year certification period.

~~(k) Conflict Resolution. The City and the Union will cooperate with each other to promptly resolve any disagreement that may arise during the term of this MOU regarding compliance with the FLSA. Any dispute involving the interpretation or application of the FLSA may be referred to the City Manager by the complaining party or by the Director of Human Resources. Such referral will be in writing, detailing the specific issue(s) involved in the referral together with a statement of the resolution desired. The City Manager will designate a 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.~~

~~(h)(j)~~ Calculation of Pay While in Fire Academy. While enrolled in the Fire Academy, newly appointed firefighters shall have their pay calculated on a (forty) 40-hour workweek and overtime shall be paid in accordance with section 11.1(d) above (this will not include FLSA pay based on a (fifty-six) 56-hour workweek as a Paramedic add pay be due).

#### **11.210.2 Compensatory Time Off**

(a) Definition. ~~As used in this section, the term~~ Compensatory Time Off (CTO) refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to or in excess of their normal work schedule.

~~(b) Use. Such Compensatory Time must be taken during the same work period in which it is earned in accordance with 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 same 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.~~

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~~(c)(b) 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. No more than eighty (80) hours of CTO may be carried on the books at any time. Once eighty (80) hours of CTO is accrued on the books, all additional overtime hours worked during the work period will be paid at the employee's regular rate of pay. If a 40-hour employee has CTO accrued when returning to a 56-hour work week they will be paid for time accrued. 40-hour employees are allowed to work on the line on weekday evenings and weekends, but compensation will be in pay. This cannot be accrued as CTO.~~

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**SECTION 121. HOLIDAYS**

(a) ~~Effective upon the first full pay period following ratification of this MOU by the Fire Unit and approval by the City Council on its regular agenda in accordance with the Ralph M. Brown Act, employees shall receive the following holidays on full pay for any one (1) holiday, unless otherwise provided in this section.~~ The City observes the following holidays on the dates indicated:

- (1) New Year’s Day ..... (January 1)
- (2) Martin Luther King’s Birthday .....(Third Monday in January)
- (3) Lincoln’s Birthday ..... (Second Monday in February)
- (4) Washington’s Birthday ..... (Third Monday in February)
- ~~(5) Cesar Chavez Day ..... (March 31 – Floating)~~
- ~~(56) Memorial Day..... (Last Monday in May)~~
- ~~(67) Independence Day .....(July 4)~~
- ~~(78) Labor Day ..... (First Monday in September)~~
- ~~(89) Columbus Day/Indigenous Peoples’ Day .....(Second Monday in October)~~
- ~~(109) Veterans’ Day.....(November 11)~~
- ~~(104) Thanksgiving..... (Fourth Thursday in November)~~
- ~~(112) The day following Thanksgiving ..... (Fourth Friday in November)~~
- ~~(123) Christmas Day ..... (December 25)~~
- ~~(14) Birthday Holiday~~

~~(b) Effective July 1, 2021, 0.41% was added to the suppression classifications on the salary schedule for the birthday holiday.~~

~~(c) Effective August 1, 2011, the differential for Administrative Captain and other administrative positions in sections 13.12 and 13.14 was increased by 6.34%.~~

~~(d)(b)~~ Except for employees in administrative assignments who observe holidays, employees ~~in this bargaining unit~~ receive the dollar value of the holidays listed above ~~(as noted in their salary ranges)~~ in lieu of observing holidays.

For positions that observe holidays, ~~employees accrue the~~ floating holiday hours equivalent of two (2) workdays annually on the first full pay period to a maximum of two (2) workdays. Floating holidays must be utilized in full days increments. Upon separation unused floating holiday hours will be paid out at the employees current straight-time rate of pay. must be used by December 31 of each year and does not carry forward into the subsequent year. There is no cash value for any unused floating holiday hours. Employees have not earned and cannot use the floating holiday until the actual holiday occurs (March 31).

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

~~(f) Birthday Holiday Leave. For positions that observe holidays, the department head, with due consideration for the wishes of the employee, may authorize the birthday holiday to be taken within sixty (60) calendar days beginning on the day of the employee's birthday.~~

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**SECTION 123. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY**

**13.412.1 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 Code 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 Persons at the employees' expense (Government Code Sections 21024 and 21027).
- (2) The City shall continue providing such other CalPERS benefits as set forth in the City's contract with CalPERS as of the date of the execution of this MOU.
- (c) Employer Paid Member Contribution (EPMC). The City shall continue contributing an amount equal to nine percent (9%) of the employee's current base salary and other qualifying compensation as determined by state law 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

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period prior to the effective date of retirement. Employees who wish to select 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 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 legislation is enacted and becomes effective during the term of this agreement requiring employees under the CalPERS retirement system to pay all or part of the employee's share of retirement contribution, thus reducing or eliminating EPMC, the parties agree that as soon as administratively possible, consistent with CalPERS regulations, to convert the employee's contribution to the employer's share under the Section 20516 cost share contract amendment to the employee's share towards retirement for the percentage required by the new legislation.

**13.212.2 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 benefit and are not subject to the Government Code Section 20516 Cost Sharing provision in section 13.1 (e) above.

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**13.312.3 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.

**13.412.4 Education Incentive Pay**

- (a) ~~Employees who satisfy the educational and service requirements for an intermediate education certification shall receive three percent (3%) of the top step of the classification for sworn Fire Unit 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 satisfy the educational and service requirements for an advanced education certification shall receive~~ will receive Education Pay in the amount of five percent (5.0%) of the top step of their classification ~~for sworn Fire Unit employees.~~
- (b)(d) ~~Employees can only receive one (1) category under this section for a maximum of five percent (5.0%) Education Pay under this section.~~

**13.512.5 HAZ/MAT Assignment**

The City shall pay five percent (5%) of the top step of the classification for sworn Fire Unit employees actively assigned to the HAZ/MAT response team. This section applies to a total certified and assigned complement of twenty-one (21) employees. The Fire Chief or their designee shall ensure that employees with HAZ/MAT certification are assigned to back fill vacancies on the HAZ/MAT response team due to events such as vacation or sick leave and that such employees receive the five percent (5%) temporary add pay while working the vacant assignment.

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**13-612.6 Emergency Medical Technician (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.

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 current MOU grievance procedures.

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### **12.7 Paramedic Certification Pay**

13.7 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.

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

~~(1) Paramedic Firefighter Step I: Six percent (6%) above top step of current applicable classification.~~

~~(2) Paramedic Firefighter Step III: Eight and one-half percent (8.5%) above top step of current applicable classification.~~

~~(3) Paramedic Firefighter Step V: Nine percent (9%) above top step of current applicable classification.~~

~~(4) Paramedic Engineer: Six percent (6%) above Engineer top step.~~

~~(5) Paramedic Fire Captain: Six percent (6%) above Fire Captain top step.~~

### **13.812.8 Uniform Allowance**

~~Employees in this unit shall be required to wear a uniform and receive a uniform allowance in the amount of nine hundred and fifty-three dollars and fifty-four cents (\$950.0036.54) per pay period. One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.~~

### **13.912.9 Contagious Disease**

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

### **13.1012.10 Acting Pay**

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

### **13.1112.11 Call-Back Pay**

~~An e~~Employees called back to work who physically return to work to assist with a multiple alarm fire or other emergency situation after they have worked a

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scheduled shift and have departed from the work site ~~shall earn~~ will receive a minimum of three (3) hours of call-back at ~~the regular hourly rate of pay or time and one and~~ one-half (1.5-½) times of their regular rate of pay ~~for time worked, whichever is greater.~~

The above provision ~~shall~~ 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. ~~In such instances, the employee will be compensated on an hourly basis.~~

### **13.1212.12 Firefighter/Engineer Operator Chief's Operator Assignment Pay**

Qualified Fire Engineers and Fire Captains assigned to serve as the Chief's Operator will receive ten percent (10.0%) of the top step of their classification for all hours worked as the Chief's Operator.

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

### **12.13 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

**13.13** 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.

~~(a) Administrative Captain. Employees assigned as Administrative Captains shall receive additional compensation equal to nineteen point six seven percent (19.67%) of their regular rate of pay. The 19.67% includes the six point three four percent (6.34%) referenced in section 12(c) of this MOU. Note: The FLSA rate was 3.33% so this rate is not increasing.~~

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- ~~(b) Administrative Firefighter. Fire Unit employees assigned as an Administrative Firefighter shall receive compensation equal to fourteen point six seven percent (14.67%) of top step of the Administrative Firefighter classification. The 14.67% includes the six point three four percent (6.34%) referenced in section 12(c) of this MOU. Fire Unit employees assigned as an Administrative Firefighter will receive pay increases of two and one-half percent (2.5%) per year to a maximum of nineteen point six seven percent (19.67%). Note: The FLSA rate was 3.33% so this rate is not increasing.~~
- ~~(c) Administrative Firefighter/Engineer. Fire Unit employees assigned as an Administrative Firefighter/Engineer shall receive additional compensation equal to fourteen point six seven percent (14.67%) of top step of the Administrative Firefighter/Engineer classification. The 14.67% includes the six point three four percent (6.34%) referenced in section 12(c) of this MOU. Fire Unit employees assigned as an Administrative Firefighter/Engineer will receive pay increases of two and one-half percent (2.5%) per year to a maximum of nineteen point six seven percent (19.67%). Note: The FLSA rate was 3.33%, so this rate is not increasing.~~

#### **12.14 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%).~~
- ~~13.14(d) Employees who have completed twenty (20) years of paid service with the City receive an additional two percent (2.0%) of their base rate of pay for a total of eight percent (8.0%).~~
- ~~(a) Grandfathered Longevity Tier One: Employees hired on or before June 30, 2011, who by July 1, 2012 have attained fifteen (15) years of continuous employment with the City shall receive an additional one and one quarter percent (1.25%) of top step pay for their classification.~~

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**13.1512.15 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.

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 of the City's control.

**13.1612.16 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 of the City's control.

**13.1712.17 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 143. INSURANCE PLANS

#### 14.0 Reopener Clause for Health Insurance

~~The Union agrees at the City's request, to meet and confer on any proposed changes within the mandatory scope of bargaining that relate to the implementation and regulatory compliance of the Affordable Care Act (ACA) for the City sponsored medical plans.~~

#### 14.113.1 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 and Employee plus two (2) or more dependents coverage. The City ~~shall offers~~ two (2) or more medical plans to regular status employees.
- (b) Eligibility. Employees ~~shall become~~ are 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) ~~Effective January 1, 2026, t~~The City ~~shall~~ contributes the following:
- a. Up to \$814,936.10 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
  - b. Up to \$1,477,169.55 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
  - c. Up to \$1,968,263.20 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:

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- 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.
- 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.

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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.~~

#### **14.213.2 Life Insurance**

The City ~~shall provide~~ each employee group term life insurance coverage ~~with a face value in the amount~~ of fifty thousand dollars (\$50,000.00). In addition, employees ~~shall have the opportunity to~~ can purchase additional voluntary life insurance through their union or through the City's IRS 125 vendor.

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#### **14.313.3 Long Term Disability Insurance**

The City ~~shall provide~~s to each ~~bargaining unit member employee~~ seventeen dollars (\$17.00) per month ~~for the purpose of purchasing in lieu of~~ Long Term Disability Insurance. ~~It is the Union's responsibility for purchasing such insurance for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.~~

#### **14.413.4 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 Unit members. The City agrees to cooperate with the Union to facilitate payroll deductions from Fire 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 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

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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 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.

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 Services (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 the employees 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.

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## SECTION 154. SALARY PLAN

### 15.114.1 Salary Ranges

~~The salary ranges for all employees in this unit shall be as classifications are set forth in the City's Salary Schedule. The rates of pay set forth in the City's Salary Schedule represent the standard rates of pay for full time employment for each classification, unless the schedule specifically indicates otherwise. The Salary Schedule on the City of Stockton's Human Resources Site shall provide salary rates for the classifications in the Fire Unit.~~

~~The Firefighter Salary Schedule consists of nine (9) steps with five percent (5.0%) between steps 1 through 6, and seven and a half percent (7.5%) between steps 7 through 9.~~

~~The Firefighter Engineers and Fire Captains Salary Schedule consists of nine (9) steps with five percent (5.0%) between steps 1 through 6, and two and a half percent (2.5%) between steps 7 through 9.~~

### 15.214.2 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the minimum salary for the class to which the employee is appointed. When circumstances warrant, the City Manager may approve an entrance salary that is more than the minimum salary for the class. Such a salary may not be more than the maximum salary for the class to which that employee is appointed.

### 15.3 Salary Equivalents

~~Any monthly, daily, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases only when, in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time bases the City shall provide tables or regulations for the calculation of payment for service of less than full time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.~~

### 15.414.3 Salary Step Plan-Sworn Classifications

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

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- (a) ~~The first step shall be~~ the minimum rate and ~~shall be~~ the normal hiring rate for the class. (In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first step after receiving the recommendation of the department head. ~~The same provisions shall apply to hourly paid and part-time employees.~~)
- (b) ~~Firefighter – Step 2 is obtained after completion of the Fire Academy, Steps 3 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.~~
- (c) ~~Firefighter Engineer – 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.~~
- (b)(d) ~~Fire Captain – 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.~~
- (e)(e) ~~If a department head recommends to withhold increases to salary steps two (2) through nine (9) because an employee has not achieved the level of performance required, notice must be received by the City Manager at least four (4) weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation.~~
- (d) ~~The second step shall be paid upon the employee's satisfactory completion of the Fire Academy and upon the written recommendation of the department head.~~
- (e) ~~The third step shall be paid upon the satisfactory completion of six (6) months of service at the second step upon the written recommendation of the department head.~~
- (f) ~~The fourth step shall be paid upon the satisfactory completion of six (6) months of service at the third step upon the written recommendation of the department head.~~
- (g) ~~The fifth step shall be paid upon the satisfactory completion of one (1) year of service at the fourth step upon the written recommendation of the department head.~~

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- ~~(h) The sixth step shall be paid upon the satisfactory completion of one (1) year of service at the fifth step and written recommendation of the department head.~~
- ~~(i) The seventh step shall be paid upon the satisfactory completion of one (1) year of service at the sixth step and upon the written recommendation of the department head.~~
- ~~(j) The eighth step shall be paid upon the satisfactory completion of one (1) year of service at the seventh step and upon the written recommendation of the department head.~~
- ~~(k) The ninth step shall be paid upon the satisfactory completion of six (6) months of service at the eighth step and upon the written recommendation of the department head.~~
- ~~(l) As an exception to the foregoing, employees promoted to the classification of Fire Captain shall be eligible for step increases upon the satisfactory completion of six (6) months' service in each step of the Fire Captain Salary range. Also, employees holding the classification of Firefighter/Engineer shall be subject to step increase intervals of one (1) year. However, the Firefighter/Engineer classification shall be limited to six (6) salary steps. Regardless of an employee's length of service, step advancements may be made upon recommendation of the department head, but not above Step No. 6 of the Firefighter/Engineer and Fire Captain Salary ranges, and not above Step No. 9 of the Firefighter salary range.~~
- ~~(m)(f) \_\_\_\_\_ Salary step increases shall 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.~~
- ~~(n)(g) \_\_\_\_\_ Changes in an employee's salary because of promotion, demotion, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee.~~
- ~~(o) Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.~~

#### 15.5 Salary Step After Military Leave

~~All employees who have been granted military leave shall, upon their return to the City service, be entitled to the automatic salary advancements within the range scale~~

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~~of the established wage schedule of their classifications for the period they were in the military service.~~

#### **15.6 Salary Step When Salary Range is Increased**

~~Whenever the schedule of compensation for a classification 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.~~

#### **15.714.4 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 entitled to a step in the salary range of the higher classification which is at least five percent (5%) 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 shall apply.

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

#### **15.8 Salary on Reinstatement**

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

#### **15.914.5 Salary Adjustments**

~~(a) Effective September 1, 2025, the first full pay period following City Council adoption of this Agreement, but no sooner than June 28, 2026, all bargaining unit classifications will receive a two percent (2.0%) Cost of Living Adjustment (COLA) increase to base pay.~~

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

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**15.1014.6 Market Adjustments Lump Sum Payment**

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.

~~Employees who were employed as of July 1, 2025 and who are in paid status as of September 1, 2025, will receive a lump sum payment equal to the two percent (2%) COLA from July 1, 2025 through August 31, 2025, to be paid as soon as administratively possible.~~

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### **SECTION 156. 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 176. 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 ~~shall supersede~~s all existing Memoranda of Understanding and side letters between the City and the Union.

### **SECTION 187. 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 198. DURATION OF AGREEMENT**

All provisions of this MOU ~~shall be~~ are effective as of the date of execution unless otherwise indicated ~~herein~~, and ~~shall will~~ remain in full force and effect up to and including June 30, 202~~6~~<sup>8</sup>.

### **SECTION 1920. 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 during the term~~ of this MOU, ~~through and inclusive of June 30, 2026~~, 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 or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment (including compliance with the request of another labor organization or bargaining unit to engage in such activity)

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in an attempt to induce a change in wages, hours, and other terms and conditions of employment.

~~(b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction that the employee is or has engaged in any activity prohibited by subsection (a) of this section. In addition, the City may take other action that it deems appropriate.~~

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

~~(d)~~(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.

#### **APPENDIX A: City of Stockton's New Medical Response Squad**

At such time when the department is sufficiently staffed to allow for the staffing of a Medical Response Squad, without incurring additional mandatory overtime within the department, the parties agree to reopen negotiations solely for the purpose of meeting and conferring over any negotiable impacts associated with adding a new Medical Response Squad.

#### **APPENDIX B: Administrative Stipend**

~~Captains Steve Guerrero, Jeff Whitlock, Patrick McKeegan, and Micah Mori 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 C: 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 of 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 the \_\_\_\_\_ day of \_\_\_\_\_, 202~~5~~<sup>6</sup> and by an affirmative vote of the Stockton City Council on \_\_\_\_\_. The parties hereto have executed this Memorandum of Understanding this \_\_\_\_\_ day of \_\_\_\_\_, 202~~5~~<sup>6</sup>.

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

**City of Stockton**

\_\_\_\_\_  
**DEVIN ROBSON**  
President

\_\_\_\_\_  
~~WILLIAM CREW~~**JOHNNY FORD**  
~~Acting~~ City Manager

\_\_\_\_\_  
**MICAH MORI**  
**FIGIEROA**  
Fire Unit Representative

\_\_\_\_\_  
~~ROSEMARY~~ ~~\_\_\_\_\_~~ **RIVASALECIA**  
~~Acting~~ Director of Human Resources

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

*Approved as to form:*

By:

By:

\_\_\_\_\_  
**TIMOTHY TALBOT**  
Attorney for the Union

\_\_\_\_\_  
~~TARYN JONES~~**MARCI ARREDONDO**  
~~Assistant~~ City Attorney

By:

\_\_\_\_\_  
**EMILY PRESCOTT****MICHAEL JARVIS**  
Negotiator for the City

ATTEST:

\_\_\_\_\_  
**KATHERINE ROLAND**  
City Clerk