



# City of Stockton

## Legislation Text

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File #: 22-0906, Version: 1

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON POLICE OFFICERS' ASSOCIATION AND AMENDMENT TO THE PREVIOUSLY APPROVED MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON POLICE MANAGEMENT ASSOCIATION, STOCKTON FIREFIGHTERS' LOCAL 456 FIRE UNIT, AND STOCKTON FIREFIGHTERS' LOCAL 456 FIRE MANAGEMENT UNIT**

**RECOMMENDATION**

It is recommended that the City Council adopt a resolution:

1. Authorizing the approval of the Stockton Police Officers' Association (SPOA) Memorandum of Understanding (MOU) effective July 1, 2022 through June 30, 2025.
2. Authorizing approval to amend changes to the approved Memoranda of Understanding between the City of Stockton and the Stockton Police Management Association (SPMA), Stockton Firefighters' Local 456 Fire Unit, and Stockton Firefighters' Local 456 Fire Management Unit. The changes consist of increasing the market adjustments effective July 1, 2023, and July 1, 2024, by 1% each year for members in these bargaining units.
3. Authorizing the City Manager and the Employee Relations Officer to take all appropriate and necessary actions to carry out the purpose and intent of the resolution, including implementation and funding of the successor SPOA MOU and amendments to the SPMA, Fire, and Fire Management Unit MOUs.

**Summary**

**SPOA**

In March 2022, representatives of the City began meeting with the SPOA to discuss a successor MOU. The aforementioned MOU expired on June 30, 2022. On September 12, 2022, the City received notification that the SPOA accepted the City's proposal on a successor MOU.

The successor MOU presented herein for the SPOA includes a contract term of three (3) years; a 9.8% increase to base pay (comprised of a 2% COLA and a 7.8% Market Adjustment) effective July 1, 2022, a 4% increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment) effective July 1, 2023 plus a lump sum payment of \$5,000 payable to all represented employees in paid status on July 1, 2023, a 4% increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment) effective July 1, 2024; and an increase to the City's health contribution effective July 1, 2022 following adoption; and an update to the members' overtime calculation to include vacation leave during a work period as "time worked." The successor MOU is attached in redlined format as Attachment A.

Although salary increases have been restructured to address market conditions, the overall level of increase is consistent with the City's Long-Range Financial Plan (L-RFP). Additional compensation adjustments have been negotiated with the Unit to remedy current recruitment and retention difficulties. All compensation increases have been included in an updated L-RFP as described below and long-term sustainability remains viable.

It is recommended that Council adopt by resolution the attached successor MOU with the SPOA effective July 1, 2022 through June 30, 2025. The proposed resolution authorizes the necessary FY 2022-23 budget amendment as outlined in Exhibit 5 of the Resolution.

### SPMA, FIRE, AND FIRE MANAGEMENT UNITS

On July 12, 2022, the City Council approved by resolution 2022-07-12-1206 the Memoranda of Understanding between the City of Stockton and the Stockton Police Management Association (SPMA), Stockton Firefighters' Local 456 Fire Unit, and Stockton Firefighters' Local 456 Fire Management Unit. In order to further address recruitment and retention difficulties, it is recommended that Council approve an increase to the market adjustments effective July 1, 2023, and July 1, 2024, by 1% for employees in the bargaining unit. The amendments to the MOUs are attached in redlined format as Attachment B, Attachment C, and Attachment D.

### DISCUSSION

#### Background

#### SPOA

The City Council identified retention and recruitment of employees as a high priority and took action to set aside funds to address market conditions through the adoption of the General Fund Reserve Policy on March 29, 2016 and approval of one-time funding toward retention and recruitment. The ability to front-load the COLA with the contracts effective July 1, 2016 was due to one-time funding that was available.

In 2016, the City entered into 3 year contract terms with all 9 bargaining units and was able to provide market salary adjustments to address recruitment and retention. Additionally, a 6% COLA was front-loaded in year one of the contracts for each bargaining unit. The City re-set the City health insurance premium contribution to 90% of the low-cost Kaiser plan and allowed employees to begin electing vacation cash-out/sell-back.

In 2020, the City entered into a three (3) year contract term with the SPOA wherein the bargaining unit members received a 4% COLA to base pay following adoption and a 2% COLA in the first full pay period following July 1, 2021. SPOA members in the classification of Police Sergeant and Police Officer received a base pay salary adjustment of 1% following adoption and an additional 0.5% in the first full pay period following July 1, 2021. Additionally, the SPOA received a one-time lump sum payment of \$1,650, a vacation cash-out option of 40 hours in years 2 and 3 of the contract, an increase to the City's health contribution effective the first full pay period following adoption, the addition of a Birthday Holiday, holiday compensation for non-patrol assignments, court appearance

pay while in off-duty status, and a 10% flight pay differential.

### SPMA, FIRE, AND FIRE MANAGEMENT UNITS

On July 12, 2022, the City entered into a three (3) year contract term with SPMA, Fire, and Fire Management. On July 26, 2022, the City Council approved by resolution 2022-07-26-1222 amendments to the Memoranda of Understanding wherein salary increases for the bargaining units were made effective July 1, 2022, rather than the previously approved date of July 16, 2022. Bargaining members received the following:

#### SPMA Unit

1. COLA and Market Adjustment. 10% increase to base pay (comprised of a 2% COLA and an 8% Market Adjustment) effective July 1, 2022, a 3% increase to base pay (comprised of a 2% COLA and a 1% Market Adjustment) effective July 1, 2023, a 3% increase to base pay (comprised of a 2% COLA and a 1% Market Adjustment) effective July 1, 2024 (SPMA MOU, Section 15.1(a)).

#### Fire Unit

1. COLA and Market Adjustment. 9.65% increase to base pay (comprised of a 2% COLA and a 7.65% Market Adjustment) effective July 1, 2022, a 3% increase to base pay (comprised of a 2% COLA and a 1% Market Adjustment) effective July 1, 2023, a 3% increase to base pay (comprised of a 2% COLA and a 1% Market Adjustment) effective July 1, 2024 (Fire Unit MOU, Section 15.9(a)).

#### Fire Management Unit

1. COLA and Market Adjustment. 10% increase to base pay (comprised of a 2% COLA and an 8% Market Adjustment) effective July 1, 2022, a 3% increase to base pay (comprised of a 2% COLA and a 1% Market Adjustment) effective July 1, 2023, a 3% increase to base pay (comprised of a 2% COLA and a 1% Market Adjustment) effective July 1, 2024 (Fire Management MOU, Section 15.8 (a)).

### Present Situation

The City's Long-Range Financial Plan (L-RFP) assumptions for employee compensation include 2% annual COLAs and 2% annual increases in the City's health contribution. Prior to the start of labor negotiations, the City contracted with a compensation consultant to perform an updated market salary survey in 2022. Based on these findings, staff recommends market salary adjustments to classifications in this unit. Market salary adjustments are salary increases above the planned COLAs that are necessary to maintain compensation at levels competitive with similarly situated agencies. Market adjustment costs are incorporated in the L-RFP.

The relevant amendments under the successor MOU for SPOA are summarized as follows:

1. MOU contract term for three (3) years effective July 1, 2022 through June 30, 2025 (SPOA MOU Section 20).

2. COLA and Market Adjustment. 9.8% increase to base pay (comprised of a 2% COLA and a 7.8% Market Adjustment) effective July 1, 2022, a 4% increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment) effective July 1, 2023, and a 4% increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment) effective July 1, 2024 (SPOA MOU, Section 15.1(a)). Any retroactive portion of this salary increase will be paid to employees as soon as administratively possible following City Council adoption of this agreement.
3. Lump Sum Payment. Employees in the bargaining unit as of July 1, 2023, will receive a \$5,000 lump sum non-pensionable bonus to be paid in July 2023 (SPOA MOU Section 15.1 (b)).
4. City Health Contribution. 2% increase to City's health insurance premium contribution effective retroactively to July 1, 2022 and 2% each fiscal year thereafter with the last increase effective July 1, 2024 (SPOA MOU Section 14.1 (b)).
5. Overtime Calculation. Provides for the inclusion of vacation leave during a work period as "time worked" for purposes of calculating overtime (SPOA MOU Section 11.2(c)).
6. Vacation Tiers. Employees shall accrue vacation based on their P.O.S.T. certification date. This change shall be implemented as soon as administratively possible but no later than December 31, 2022 (SPOA MOU Section 9.9 (a)).
7. Elimination of salary survey language agreeing for the parties to discuss salary survey jurisdictions and survey elements. The provision has a sunset date of October 1, 2021 (SPOA MOU Section 15.1 (d)).
8. Lapse of Certification. New section that makes employees ineligible to receive an add pay for a certification they allow to lapse. Reinstatement of the add pay will commence upon recertification (SPOA MOU Section 13.20).
9. Bereavement Leave. Redefining who qualifies as family to correspond with the sick leave usage for family definition (SPOA MOU Section 9.4).
10. Amend the birthday holiday language to clarify that employees may take the holiday beginning on the day of the employees' birthday (SPOA MOU Section 12.1).
11. Update to the P.O.S.T. incentive pay provision to clarify language (SPOA MOU Section 13.7).
12. Update to state language regarding the mutual non-discrimination commitment (SPOA MOU Section 3.1).
13. Elimination of obsolete language, update to pronouns, and other language cleanup changes.

The relevant amendments under the MOUs for SPMA, Fire, and Fire Management are summarized as follows:

14. COLA and Market Adjustment. 4% increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment) effective July 1, 2023, and a 4% increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment) effective July 1, 2024 (SPMA MOU, Section 15.1(a) / Fire Unit MOU, Section 15.9(a) / Fire Management MOU, Section 15.8 (a)).

**FINANCIAL SUMMARY**

**BASE PAY INCREASE**

The total three-year cost for the COLA and Market Adjustment increases to base pay for the 460 employees in SPOA is \$38,812,111, of which \$36,568,326 is a General Fund cost. The table below shows the base wage increase cost for the 3 years. Funding for an annual 2% COLA for the term of the contract was planned in the L-RFP.

COLA-AND-MARKET-INCREASES						
Bargaining-Unit	#-of-Positions	FY-2022-23	FY-2023-24	FY-2024-25	3-Year-Total	General-Fund
SPOA	460	\$8,858,575	\$12,872,816	\$17,080,720	\$38,812,111	\$36,568,326

**HEALTH CONTRIBUTION INCREASES**

The cost for the health contribution increases effective retroactively to July 1, 2022, and each fiscal year through FY2024-25 is \$866,537 of which \$815,306 is a General Fund cost. The ongoing cost will be absorbed in the operating funds, including the General Fund.

HEALTH CONTRIBUTION INCREASES						
Bargaining Unit	# of Positions	FY 2022-23	FY 2023-24	FY 2024-25	3 Year Total	General Fund
SPOA	460	\$ 143,520	\$ 287,476	\$ 435,541	\$ 866,537	\$ 815,306

**LUMP SUM PAYMENT**

The cost to pay SPOA employees a lump sum payment of \$5,000 is \$2,398,622 of which \$2,256,960 is a General Fund cost.

ONE-TIME LUMP SUM \$5,000 PAYMENT		
Bargaining Unit	FY 2023-24	General Fund
SPOA	\$ 2,398,622	\$ 2,256,960

**SPOA OVERTIME CALCULATION**

The cost of counting vacation leave during a work period as “time worked” for purposes of calculating overtime is \$545,647 of which \$514,102 is a General Fund cost.

ANNUAL LEAVE COUNTS AS TIME WORKED					
Bargaining Unit	FY 2022-23	FY 2023-24	FY 2024-25	3 Year Total	General Fund
SPOA	\$ 174,797	\$ 181,789	\$ 189,061	\$ 545,647	\$ 514,102
<b>TOTAL</b>	<b>\$ 174,797</b>	<b>\$ 181,789</b>	<b>\$ 189,061</b>	<b>\$ 545,647</b>	<b>\$ 514,102</b>

SPMA, FIRE, AND FIRE MANAGEMENT UNITS

The cost of increasing the market adjustments for the three other safety units effective July 1, 2023, and July 1, 2024, by 1% is \$1,691,615 of which \$1,102,959 is a General Fund cost.

COLA AND MARKET INCREASES FROM 3% TO 4%						
Bargaining Unit	# of Positions	FY 2022-23	FY 2023-24	FY 2024-25	3 Year Total	General Fund
Fire Unit	181		\$ 435,826	\$ 905,613	\$ 1,341,439	\$ 765,976
Fire Management Unit	9		\$ 32,143	\$ 66,806	\$ 98,949	\$ 85,756
SPMA	21		\$ 81,598	\$ 169,629	\$ 251,227	\$ 251,227
<b>TOTAL</b>	<b>211</b>		<b>\$ 549,567</b>	<b>\$ 1,142,048</b>	<b>\$ 1,691,615</b>	<b>\$ 1,102,959</b>

All of these recommended compensation changes except the one-time lump sum payment are ongoing costs to the City and should be sustainable in the long-term. The total three-year cost of the SPOA successor Memoranda of Understanding (MOU) is \$42,622,917 based on a retroactive July 1, 2022 implementation. The FY 2022-23 Annual Budget adopted by Council on June 21, 2022 must be amended to accommodate the increases in employee compensation. With an effective date of July 1, 2022, the total FY 2022-23 cost of compensation changes are \$9,176,892 with 94.6% attributable to the General Fund. The recommended budget amendment (Exhibit 5) needed to implement the SPOA MOU will increase the General Fund budget by \$8.7 million from the fund balance. Future year salary and benefit increases will be incorporated into the annual budget development process.

As disclosed in the July 12, 2022 staff report, some of the assumptions in the City’s Long-Range Financial Plan (L-RFP) need to be adjusted to make this affordable in the long term. These changes included using FY 2021-22 year-end savings to fund the market adjustments, reducing future spending growth assumptions, and assuming more savings from vacancies. In addition to the items implemented with the July 12, 2022 action, updated revenue estimates based on FY 2021-22 year-end results were incorporated into the L-RFP to make future year market adjustments affordable.

- Attachment A - SPOA MOU - Redline
- Attachment B - SPMA MOU - Redline
- Attachment C - Fire Unit MOU - Redline
- Attachment D - Fire Management Unit MOU - Redline

Resolution No. **2022-09-27-1207**

## **STOCKTON CITY COUNCIL**

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**RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON POLICE OFFICERS' ASSOCIATION AND AMENDMENT TO THE PREVIOUSLY APPROVED MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE STOCKTON POLICE MANAGEMENT ASSOCIATION, STOCKTON FIREFIGHTERS' LOCAL 456 FIRE UNIT, AND STOCKTON FIREFIGHTERS' LOCAL 456 FIRE MANAGEMENT UNIT**

The Human Resources Department along with the negotiating team, met and conferred with officials of the Stockton Police Officers' Association (SPOA). The SPOA employee unit ratified an agreement for a successor Memorandum of Understanding on September 12, 2022 by a majority vote of their members. The City of Stockton and the Stockton Police Officers' Association have in good faith completed their meet and confer obligation regarding their successor Memorandum of Understandings; and

Additionally, the Human Resources Department along with the negotiating team, met and conferred with officials of the Stockton Police Management Association (SPMA), Stockton Firefighters' Local 456 Fire Unit, and Stockton Firefighters' Local 456 Fire Management Unit and reached tentative agreements for successor Memoranda of Understanding and reduced the agreements to writing. The SPMA employee unit ratified the agreement on June 24, 2022 by a majority vote of their members. Subsequently, the Fire Unit and Fire Management Unit ratified the agreements on June 27, 2022 by a majority vote of their members. The Memoranda of Understanding were approved by resolutions 2022-07-12-1206 and 2022-07-26-1222; now, therefore,

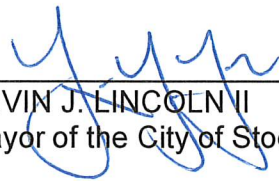
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:**

1. The Memorandum of Understanding between the City of Stockton and the Stockton Police Officers' Association is attached hereto as Exhibit 1 and incorporated by this reference.
2. Amendments to the previously approved Memoranda of Understanding between the City of Stockton and the Stockton Police Management Association, Stockton Firefighters' Local 456 Fire Unit, and Stockton Firefighters' Local 456 Fire Management Unit are attached hereto as Exhibits 2, 3, and 4 and incorporated by this reference.
3. The City Manager is hereby authorized and directed to execute the Memoranda of Understandings to be effective July 1, 2022.

4. The City Manager is hereby authorized and directed to increase expenditure appropriation in the annual budget for Fiscal Year 2022-2023, as necessary to carry out the intent of the agreements as shown in Exhibit 5.

5. The City Manager and the Employee Relations Officer are authorized to take whatever actions are appropriate and necessary to carry out the purpose and intent of this Resolution.

PASSED, APPROVED and ADOPTED September 27, 2022.

  
\_\_\_\_\_  
KEVIN J. LINCOLN II  
Mayor of the City of Stockton

ATTEST:



  
\_\_\_\_\_  
ELIZA R. GARZA, CMC  
City Clerk of the City of Stockton



**MEMORANDUM OF UNDERSTANDING BETWEEN THE STOCKTON POLICE  
OFFICERS ASSOCIATION AND CITY OF STOCKTON**

**TERM: July 1, 2022 – June 30, 2025**

**STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU**  
**TERM: July 1, 2022 – June 30, 2025**

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**STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU**  
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This agreement (the “Agreement” or “MOU”) is made and entered into as of \_\_\_\_\_ by and among the City of Stockton, California (the "City" or "Stockton") and the Stockton Police Officers Association (“SPOA”), sometimes collectively referred to as the “Parties.”

**SECTION 1. RECOGNITION**

**1.1 City Recognition**

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

**1.2 Association Recognition**

The Stockton Police Officers' Association, hereinafter referred to as the "Association" is the recognized employee organization for the Police Officers' Unit, certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.

**STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU**  
**TERM: July 1, 2022 – June 30, 2025**

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**SECTION 2. UNION RIGHTS**

**2.1 Union Membership Dues and Payroll Deductions**

- (a) In accordance with the Senate Bill (SB) 866, the parties agree to the following process for making, canceling, or changing payroll deductions for Union membership union dues deductions.
- (b) 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, assessments, and payments for membership benefits programs sponsored by the Union from the salary or wages of all bargaining unit employees who voluntarily authorize such deductions, 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 or terms of the authorization.
  - (7) Deduction notification will be provided to [payroll@stocktonca.gov](mailto:payroll@stocktonca.gov).
  - (8) Changes and/or cancellations received by the City prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Union notifies the City on January 15th, the deductions will be effective no later than the first full pay period in March. The parties recognize there is a lapse in time due to pay period processing constraints. The City will make every effort

**STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU**  
**TERM: July 1, 2022 – June 30, 2025**

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to process earlier if possible.

- (c) 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 New Hire Employee Orientation and Information Requirements**

In accordance with Assembly Bill (AB) 119, 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 120 days for all bargaining unit members.

**2.3 Use of City Facilities**

- (a) The Association 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 Association business, such as times and places of meetings, provided such use does not interfere with the needs of the department.
- (b) Any representative of the Association shall give notice to the department head or their designated representative when contacting department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Association business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with the Police Chief and when made shall continue until revoked by the Chief.
- (c) City buildings and other facilities may be made available for use by City

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**TERM: July 1, 2022 – June 30, 2025**

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employees of the Association or their representatives in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

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

Release Time Related to Meet and Confer. City employees who are official representatives of the Association shall be given reasonable time off with pay, in accordance with MMBA, to attend meetings with City management representatives, or be present at administrative hearings where matters within the scope of representation or grievances related to this unit are being considered.

The use of release time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall submit a request for an excused absence to their department head in a manner satisfactory prior to the scheduled meeting whenever possible. The number of employees excused for release time related to meeting with City management on meet and confer and grievance matters shall not exceed five (5), except by mutual agreement.

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**TERM: July 1, 2022 – June 30, 2025**

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**SECTION 3. COMPLIANCE WITH LOCAL, STATE & FEDERAL LAWS**

- 3.1** The City and the Association agree that there shall be no discrimination of any kind against any employee or applicant for employment because 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 Association activity, or any other protected trait as determined by federal, state and/or local law.
- 3.2** The Association shall cooperate with the City in the objectives of Equal Employment Opportunities as required by law.
- 3.3** The Association shall cooperate with the City in the objectives of the Fair Labor Standards Act.

**STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU**  
**TERM: July 1, 2022 – June 30, 2025**

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**SECTION 4. PROBATIONARY PERIOD**

**4.1 Purpose**

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

**4.2 Original Entrance Positions**

The City agrees that it shall adhere to all applicable City Ordinances, State and Federal laws relating to the employment of Police Officers, including standards established by the Peace Officers' Standards and Training Division of the California Department of Justice.

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

**4.3 Promotional Positions**

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

**4.4 Retention/Rejection of Probationer**

The Director of Human Resources shall notify the appointing authority at least four (4) weeks prior to the termination of any probationary period. At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then 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 in the service is desired.

During the probationary period, an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which they were promoted unless charges are filed and they are discharged in the manner provided in the City Charter Article XXXII Section 9, Civil Service Ordinance and Civil Service Rules.



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**TERM: July 1, 2022 – June 30, 2025**

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**4.5 Probationer Advanced To Higher Rank**

Any promotional probationary police employee who is advanced to a higher classification or is appointed to the rank of Chief of Police or Deputy Chief of Police shall receive credit towards their promotional probationary period for the lower rank while serving in the higher probationary or appointive rank.

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**TERM: July 1, 2022 – June 30, 2025**

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**SECTION 5. LAYOFF**

**5.1 Layoff**

Any employee may be laid off by an 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.

**5.2 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

**5.3 Notice of Layoff**

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

**5.4 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:

- (a) Extra help or seasonal

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

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

The following provisions shall apply in computing total continuous service:

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

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

**5.5 Employee Options**

Employees laid off shall have any of the following choices:

- (a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least seniority in that classification. 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 seniority in that classification. The voluntary demotee's seniority in the classification to which demoted shall be determined by the demotee's dates of hire in the lower classification.

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**SECTION 6. REEMPLOYMENT/REINSTATEMENT**

**6.1 Reemployment**

When an employee in the classified service who has been performing their duties in a satisfactory manner, as shown by the records of the department in which they have been employed, is laid off because of lack of funds or abolition of their position or has been on authorized leave of absence and is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of such employee to be placed on a reemployment list for the appropriate class for reemployment consistent with Civil Service Rule VII Certification and Appointment pertaining to Police safety positions, currently in effect.

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."

In filling vacancies, eligibles on the reemployment lists take precedence over eligibles on any other list for the same rank in the department for which the lists apply.

**6.2 Reinstatement on a Reemployment List**

A regular status employee who has resigned in good standing may, with the recommendation of the Police Chief, the City Manager, and the approval of the Civil Service Commission, be restored to a reemployment list of the same classification held upon resignation within a period of one (1) year from the effective date of their resignation.

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**SECTION 7. DISCIPLINE**

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

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

- (a) File no appeal.
- (b) File an appeal with the Civil Service Commission within ten (10) business days of written notification of the action. (Such filing will foreclose use of the grievance procedure.)
- (c) File a grievance as provided for in Section 8 starting at step two (2) with the Director of Human Resources within ten (10) business days of written notification of the action, or fourteen (14) business days following the mailing of a written notice by first-class mail to the employee's address contained in their official personnel records.

For purposes of this subsection, "business day" means a day on which the Human Resources Department is open for business to the public.

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

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**SECTION 8. GRIEVANCE PROCEDURES**

**8.1 Definition**

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

**8.2 Filing Deadline**

No grievance involving demotion, suspension, discharge, or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the date of receipt of written notification of such action, or within fourteen (14) business days following mailing of written notification by first-class mail to the employee's address contained in their official personnel records.

For purposes of this subsection, "business day" shall mean a day on which the Human Resources Department is open for business to the public.

**8.3 Grievance Processing**

- (a) Step 1 - Departmental Review. Any employee claiming to have a grievance may discuss the complaint with such management official in the department where employed as the department head may designate. If the issue is not resolved within the department within seven (7) business days from the day of presentation, or if the employee elects to submit the grievance directly to the Association recognized as the representative of that employee's classification, the procedures hereinafter specified may be invoked.
- (b) Step 2 - Director of Human Resources Review. Any employee or any official of the Association 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) business 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 paragraphs which has not first been filed and investigated in accordance with this paragraph except for the resolution of

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compensation complaints.

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

Failure to complete this step within sixty (60) calendar days shall result in the grievance automatically proceeding to step four (4) of the grievance procedure.

- (d) Step 4 - Arbitration. Either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.
- (e) Effect of Decision. The decision of the arbitrator on matters properly before them shall be final and binding on the parties hereto except as provided otherwise herein.

**8.4 Scope of Arbitration**

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

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

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

**8.5 Other Provisions**

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

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints which allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process, and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed, except in cases where the City determines that the basis of the compensation issue was a result of a clerical error, the adjustment shall be no more than three hundred and sixty-five (365) days from the date upon which the complaint was filed.

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

All grievances of employees represented by the Association shall be processed under this Section. If the City Charter requires that a differing option be available to the employee, no action under paragraph (d) of subsection 8.3 above shall be taken unless it is determined that the employee is not availing themselves of such option.

No action under paragraph (d) of subsection 8.3 above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if



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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 9. LEAVES**

**9.1 Sick Leave**

- (a) Accrual. All regular status employees, 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, except provisional, temporary, and part-time employees, working less than a full month shall accrue sick leave on a prorated basis. Unused sick leave shall accumulate from year to year. Employees shall continue to accrue sick leave while off duty on authorized sick leave; provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.
- (b) Usage. Employees are entitled to sick leave pay for those days, which the employee would normally have worked, to a maximum of sick leave hours accrued.

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

- (c) Usage for Family. 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.

For the purposes of this section, immediate family is defined as the employee's parents, spouse, registered domestic partner, child (child as defined as biological, step, foster or adopted child; a legal ward; child of domestic partner; a child to whom the employee stands in loco parentis), legal dependent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandchild.

- (d) Procedures for Requesting and Approving Sick Leave. When the requirement for sick leave is known to the employee in advance of their absence, the employee shall request authorization for such sick leave from the department head prior to such absence. In all other instances, the employee shall notify their supervisor as promptly as possible of their absence.

Before an employee may be paid for the use of accrued sick leave, they

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shall complete and submit to their department head a signed statement, on a prescribed form, stating the dates and hours of absence, type of sick leave to be used, 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 department head.

- (e) Doctor's Certificate or Other Proof. The Police Chief or designee may require a doctor's certificate or other reasonable proof of illness as they deem necessary in order for an employee to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that they will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay.
- (f) Use of Sick Leave While on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:
  - (1) Was hospitalized during the period for which sick leave is claimed, or
  - (2) Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.
- (g) Payment for Unused Sick Leave. Except as provided in section (h), all sick leave shall have no cash value upon separation of employment, and employees shall not be allowed to cash out unused sick leave. Current employees shall be eligible for CalPERS service credit for unused sick leave at retirement. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave shall not be eligible for that service credit. Effective July 1, 2016, the City will begin to pay the PERS .351% Cost Pick-Up for Credit for Unused Sick Leave for those members hired on or before August 16, 2013.
- (h) Sick Leave Retention Benefit. After subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:

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- (1) Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;
- (2) Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on February 16, 2012 shall be paid at thirty-five percent (35%) of its cash value to separating employees between these dates; and
- (3) Separation after July 1, 2015, payment of unused sick leave which the employee held on February 16, 2012 shall be paid at fifty percent (50%) of its cash value to separating employees after this date.
- (4) Service credit for unused sick leave shall be in accordance with PERS regulations.

**9.2 Military Leave**

An employee of the City who is a member of the National Guard or Naval Militia or a member of the Reserve Corps or force of the Federal Military, Naval, or Marine service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) days in any calendar year.

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

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

All probationary employees inducted into Military Service not having served the minimum probationary period of 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, but said employees shall be placed at the head of the

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eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit as above specified and shall serve the balance of their probationary period before attaining the status of a regular employee.

Two 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, providing they are physically fit as above specified.

**9.3 Court Appearance**

Upon approval by the department head, an employee, other than a provisional, part-time, or temporary employee, shall be permitted authorized absence from duty for appearance in court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

- (a) Said absence from duty will be compensated for actual hours the employee serves on the jury or is required to remain in court to testify as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the City Treasurer, through the employee's department head, within fifteen (15) days after receipt all fees received except those specifically allowed for mileage and expenses.
- (b) Jury duty or witness duty appearances shall be considered in terms of actual hours spent performing those duties. If an employee is not due to appear for jury duty or as a witness until afternoon court session, they will be expected to work their usual morning schedule. If an employee is required to appear for morning court session and is released before noon and not required to return to court in the afternoon, they shall work the remainder of their usual afternoon schedule.
- (c) Said absence from duty will be without pay when the employee appears in private litigation to which the City of Stockton is not a party.

Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the City Treasurer through the employee's department head.

Notwithstanding the foregoing, attendance in court in connection with an employee's official duties or on behalf of the City of Stockton in connection with a case in which the City of Stockton is a party, together with travel time necessarily involved, shall not be considered absent from duty within

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the meaning of this Section.

**9.4 Bereavement Leave**

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted up to three (3) days bereavement leave with pay without charge to their accumulated sick leave credits or vacation eligibility. The City Manager may grant an additional three (3) days bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits in cases where extensive travel is required to attend the funeral.

For the purposes of this Section, the immediate family shall be restricted to the employees' parents, spouse, registered domestic partner, child (child as defined as biological, step, foster, or adopted child; a legal ward; child of domestic partner; a child to whom the employee stands in loco parentis), legal dependent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandchild.

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

**9.5 Workers' Compensation Leave**

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 requiring medical care is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of a 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.

**9.6 Leave of Absence**

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

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intends to return to work upon the expiration of the leave.

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

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

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

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

**9.7 Leave of Absence Without Pay**

- (a) Purpose and Length. Only employees occupying regular status positions on a permanent basis are eligible for leaves of absence without pay under the provisions of this Section.

An appointing authority may grant a leave of absence without pay for personal reasons up to a maximum of twelve (12) months with 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 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 credits have been used and shall be substantiated by a physician's statement.

- (b) Application for and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the

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prescribed form to their department head and the City Manager describing the reasons for the request and all other information required for the department head, or their representative, to evaluate the request. Leaves without pay may be canceled by the department head at any time.

**9.8 Absence Without Leave**

- (a) Refusal of Leave or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the department head or City Manager, or at the expiration of a leave, shall be considered an absence without leave.
- (b) Voluntary Resignation. Any employee of this bargaining unit absent without leave for two (2) or more consecutive scheduled days or absent an aggregate of either sixteen (16) hours or twenty (20) hours in any calendar month without a satisfactory explanation as approved by the Director of Human Resources shall be deemed to have voluntarily resigned from the City of Stockton except if the absence is due to a verified illness or injury.

**9.9 Vacation Leave**

- (a) Vacation Allowance. All regular status employees, excluding provisional, temporary, and part-time employees, shall accrue vacation leave with pay semi-monthly in accordance with the following schedule:

Less than 1½ years continuous employment .....	80 hours/year
After 1½ years up to 7½ years.....	108 hours/year
After 7½ years up to 15 years.....	144 hours/year
After 15 years up to 25 years.....	189 hours/year

Seven (7) additional hours hence for each completed year of service in excess of twenty-five (25) years.

Effective as soon as administratively possible following adoption of this contract by the City Council, but no later than December 31, 2022, employees will accrue vacation based on their initial P.O.S.T. certification date if that date is earlier than their most recent hire date with the City. This change shall apply on a going forward basis only. Employees are responsible for informing the City of their initial P.O.S.T. certification date if it differs from their most recent hire date with the City.

- (b) Vacation Accumulation. Effective July 1, 2012, the following maximum



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

Employees who, on July 1, 2012, have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation satisfy the maximum allowed. If an employee does not satisfy the maximum by June 30, 2013, they shall retain their existing earned vacation, but shall not earn any additional vacation until the employee's vacation balance is under the maximum vacation accrual allowed.

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

- (c) Vacation Schedule. The time at which employees shall be granted vacation leave shall be at the discretion of the department head with due regard for the wishes of the employee and needs of the City.
- (d) Vacation Allowance for Separated Employees
- (1) An eligible employee separating from City service for any reason who has unused vacation time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post-separation date at no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.
  - (2) An employee who has resigned in good standing and is subsequently reinstated within one (1) year from the date of their

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resignation shall have their prior service counted in determining eligibility for vacation benefits, deducting therefrom the amount of time between the date of resignation and the date of reinstatement which shall not be counted in determining eligibility.

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**SECTION 10. DAYS AND HOURS OF WORK**

**10.1 Regular Workweek**

The normal workweek for Police Unit employees is defined as either the traditional workweek consisting of 8 hours per day, 5 days per week; the alternate 9/80 work schedule consisting of 9 hour work days Monday through Thursday, 8 hour workday on Friday with every other Friday off; or the 4/10 schedule consisting of 10 hour work days. Where operational requirements of a department require deviations from the present schedule, the City Manager may institute alternate work schedules, consistent with provisions of the State Law.

**10.2 Regular Workweek for Patrol**

The work schedule for patrol is the current 4/10 work schedule. The Chief of Police may change the start/finish time of a shift after providing written notification.

**10.3 Meal Periods**

Phase shift employees normally receive a one-half (1/2) hour meal with pay each day.

Other Police Unit employees will normally receive a one (1) hour meal period without pay.

**10.4 Furlough bank hours**

- (a) Furlough Bank. There shall be no cash value provided for any furlough hours since the start of the furlough program in 2009 and all furlough bank hours shall be used in accordance with 10.4 (b) below.
- (b) Use of Furlough Hours. All furlough leave shall be scheduled in advance with the employee's supervisor. All Furlough must be scheduled and used prior to the date of separation in accordance with the City's leave policies.

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**SECTION 11. OVERTIME**

**11.1 Authorization**

All compensable overtime must be authorized by the Chief of Police or the Chief's designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular work day following the date which the overtime was worked.

**11.2 Compensation**

The following provisions pertaining to authorized statutorily required overtime work shall apply to employees whose normal work period is eight (8) hours per day and forty (40) hours per week (including 9/80 schedules), or ten (10) hours per day and forty (40) hours per week:

- (a) Statutory overtime shall be paid on actual time worked in excess of forty (40) hours in any workweek. Such overtime shall be paid for at time and one-half (1½) including employees employed on a per hour or per day basis or except as provided elsewhere herein.
- (b) Hours worked shall include all actual time worked. Furlough hours taken, holiday hours taken, bereavement leave, jury duty leave, and sick leave shall be considered as time worked. Vacation or other compensated time off not specifically identified above shall not be considered as time worked.
- (c) Notwithstanding subparagraph "b" above, effective as soon as administratively possible but no later than December 31, 2022, vacation leave taken within the work period shall also count as actual time worked. The parties agree that the cost value of this modification is approximately zero point two percent (0.2%) of salary for the bargaining unit. During the final year of this MOU, the parties agree to evaluate the economic and operational impacts of this change and will negotiate over modifications to or continuation of this structure as part of successor contract negotiations.

**11.3 Court Appearance Pay While in Off Duty Status**

- (a) An employee required by proper authority to appear in court during off-duty hours shall receive compensation of three (3) hours at time and one-half (1½) or actual time worked at the appropriate rate, whichever is greater.

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Multiple subpoenas covering the same case on the same day or multiple subpoenas for either the morning or the afternoon do not count as separate incidents for purpose of minimum compensation. However, a subpoena to attend court for one case in the morning and a subpoena to attend court for a second case in the afternoon will count as separate incidents for purposes of minimum compensation.

- (b) Voluntary Court Standby. Police Unit employees who voluntarily place themselves on standby for court appearance while off duty shall receive one (1) hour of pay at the regular rate for the four (4) hours of standby for the a.m. and, if required to remain on standby, one (1) additional hour at the regular rate of pay for the additional four (4) hours of standby for the p.m.

#### **11.4 Call-Back Policy**

When an employee is called back to work from an off-duty status, the employee shall be compensated for a minimum of three (3) hours at time and one-half (1½) or actual time worked at time and one-half (1½), if eligible for overtime as defined in Section 11.2 above, whichever is greater.

#### **11.5 Compensatory Time**

- (a) Definition - As used in this Section, the term Compensatory Time refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to or excess of their normal work schedule. Such time has previously been referred to as Earned Time.
- (b) Accrual - For all hours in excess of forty (40) hours in a seven (7) day work period, for which the employee is in a paid status, the Association agrees that compensatory time shall be earned at the rate of time and one-half (1½).

No more than eighty (80) hours (fifty-six and one-third hours [56-1/3]) worked at time and one-half (1½) may be carried on the books at any time. When the time card is filled out, employees may elect to accrue Compensatory Time or be paid for the hours worked.

- (c) Use - Use of Compensatory Time shall be scheduled with due consideration for the wishes of the employee and so as to not interfere with the normal operation of City business. Approval of requests for use of Compensatory Time shall be at the sole discretion of the department head, but once approved, cannot be changed unless an emergency

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situation arises.

- (d) Payment - Once eighty (80) hours of Compensatory Time is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period will automatically be paid. At the end of each calendar year, all Compensatory Time will be carried forward (forty (40) hours maximum), unless the employee elects to have the compensatory balance paid. Carryover Compensatory Time cannot exceed the forty (40) hours maximum.

### **11.6 Standby Compensation**

Employees who are placed on standby on their normal day off shall be paid at the rate of three dollars (\$3.00) per hour for each hour on standby assignment. An employee shall earn time and one-half (1½) for all actual time worked while on standby duty status only if eligible for overtime as defined above. An employee shall not continue to receive the “standby” premium during actual time worked or for any hours paid as overtime or call back. Standby is not considered as time in “paid status because of work performed” for purposes of calculating overtime.

Employees who are placed on standby after the end of their shift on a regular work day shall receive three dollars (\$3.00) per hour for each hour of standby. An employee shall earn time and one-half (1½) for all actual time worked while on standby duty status only if eligible for overtime as defined above. An employee shall not continue to receive the “standby” premium during actual time worked or for any hours paid as overtime or call back. Standby is not considered as time in “paid status because of work performed” for purposes of calculating overtime.

Employees who are placed on standby shall take a City vehicle and a beeper when required to stand by. The vehicle and beeper shall be turned in at the conclusion of each standby assignment.

While in such standby status, employees shall leave with the Command Center a telephone number at which they can be reached. Such employees shall be available to the Police Department within a forty-five (45) minute response time.

### **11.7 No Standby Compensation for Time Worked**

Employees shall not simultaneously receive compensation for court appearance, voluntary court standby, standby, or call back pay provided in Sections 11.3(a), 11.3(b), 11.4, or 11.6. Employees are eligible to receive overtime only in

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accordance with Section 11.2 above.

**11.8 Sergeants Working Hireback**

- (a) Sergeants will be authorized to work special event hireback in the event that there are insufficient officers willing to volunteer for the special event overtime. The order of hireback will be: (1) officers working voluntary overtime, (2) followed by sergeants working voluntary overtime, (3) followed by officers working mandatory overtime.
- (b) Special events are defined as hireback which is not patrol hireback and does not have an enforcement related function.
- (c) Pay Rate.
  - (1) Because of limitations in the City's payroll system, Sergeants will *initially* be paid based on their regular rate for this hireback.
  - (2) However, as soon as it becomes feasible for the City's payroll system to do so, the City will pay Sergeants working officer hireback under this provision at the top-step officer rate. In that event, overtime pay for the work period in which the hireback occurs will be paid in accordance with the FLSA with the sergeants regular rate of pay based on a weighted average methodology. The City will notify the Association thirty (30) days before implementing such a system.
- (d) Sergeants hired to fill a Sergeant's position for special events will be paid based on their regular rate.

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**SECTION 12. HOLIDAYS**

**12.1 Holidays Observed by the City**

Effective upon the first full pay period following ratification for this Memorandum of Understanding by Stockton Police Officers Association 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 for Non-Patrol)
- (6) Memorial Day .....(Last Monday in May)
- (7) Independence Day .....(July 4)
- (8) Labor Day.....(First Monday in September)
- (9) Columbus Day.....(Second Monday in October)
- (10) Veteran's Day..... (November 11)
- (11) Thanksgiving..... (Fourth Thursday in November)
- (12) Day following Thanksgiving..... (Fourth Friday in November)
- (13) Christmas Day..... (December 25)
- (14) Birthday Holiday

For employees on a Monday through Friday workweek or a 9/80 work schedule, if holidays fall on a Sunday, the following Monday shall be observed. If holidays fall on Saturday, the preceding Friday shall be observed.

Employees who are in unpaid status the day before or the day after the holiday will not qualify for Holiday Pay as described above.

Birthday Holiday Leave. 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.

**12.2 Holiday Compensation**

- (a) Non-Patrol Assignments. All regular and probationary Police Unit employees who are not assigned to the traditional 10-plan Field Operations/Patrol shift schedule, and are in assignments which observe City Holidays shall be entitled to take each holiday off with full pay for



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each of the holidays listed in 12.1, above.

FLOATING holiday 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 hours until the actual holiday occurs (March 31).

- (b) Patrol Assignments. All regular and probationary Police Unit employees assigned to the traditional 10-plan Field Operations/Patrol shift schedule shall receive a five percent (5%) holiday in lieu add pay. This additional compensation is for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays. For Unit members required to work on an observed holiday, actual hours worked on the holiday will be paid at time and one half (1½).

These members who are permitted to take a holiday off that falls on a regularly scheduled work day shall use appropriate leave hours equivalent to the number of hours of their scheduled shift.

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**SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY**

**13.1 Retirement Contribution**

- (a) Legacy employees hired on or before December 31, 2012 shall pay nine percent (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by state law towards the employee's share of cost under the Public Employees' Retirement System (PERS). Such amounts will be applied to the employee's individual account.
- (b) Non Sworn Police Officer Trainee. The City and the Association agree that employees hired into the Non Sworn Police Officer Trainee classification shall be members of the "local miscellaneous" retirement plan rather than the "local safety" retirement plan.

The employee shall contribute seven percent (7%) of the employee's current base salary and other compensation as qualified by State law toward the PERS Local Miscellaneous Members Plan. Such amounts will be applied to the employee's individual account in accordance with Government Code Section 20691.

Upon satisfactory completion of basic recruit training, the Non Sworn Police Officer Trainee (Local Miscellaneous Member) shall be transferred to Sworn Police Officer plan (Local Safety Member).

**13.2 Military Service Credit**

The City shall provide for military service pursuant to the provisions of Government Code Section 21024, formerly Section 20930.3, and Section 20930.33, at the employee's expense.

**13.3 PERS Fourth Level Of 1959 Survivor Benefits**

The City provides PERS California Government Code section 21574 (Fourth Level of 1959 Survivor Benefits) as an additional retirement benefit, to be effective upon adoption by the Stockton City Council and the PERS Administration Board.

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**13.4 PERS 3% At Age 50 Retirement for Employees Hired on or before December 31, 2012**

On July 21, 2000, the City made application to PERS to provide PERS California Government Code section 21362.2 (3% at age 50) as an amendment retirement benefit, to be effective upon adoption by the Stockton City Council and the PERS Administration Board.

**13.5 PERS Benefits for Employees hired on or after January 1, 2013**

- (a) The City shall amend its CalPERS contract to eliminate sick leave conversion and the enhanced survivor benefits for all employees hired on or after August 16, 2013, the effective date of the contract amendment.
- (b) Employees with Reciprocity: Employees hired on or after January 1, 2013, who had service under another CalPERS agency or public retirement system with reciprocity prior to January 1, 2013, and a break in service of less than six (6) months and are considered legacy employees by PERS AB 340, shall be subject to the PERS pension formula of 3% @ 50 with only the optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay the employee's statutory employee's contribution for these benefits of nine percent (9%).
- (c) Employees without Reciprocity: Employees hired on or after January 1, 2013, shall be subject to the AB340 PERS pension formula of 2.7% @ 57 with no optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay fifty percent (50%) of the City's normal cost rate for the 2.7% @ 57 as determined by CalPERS.

**13.6 Uniform Allowance**

- (a) Employees in this unit shall receive as additional annual compensation, a uniform allowance in the amount of nine hundred fifty dollars (\$950.00).

Payment shall be made in two equal installments of one-half (1/2) of the annual value of uniform allowance to eligible employees during the months of April and October.

- (b) Protective Vests. The City shall provide safety protective vest and annual testing by lot number.

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**13.7 P.O.S.T. Incentive Pay**

- (a) The City will pay three percent (3%) of the top salary step in rank for employees who attain an Intermediate P.O.S.T. Certificate and six percent (6%) of the top salary step in rank for employees who attain an Advanced P.O.S.T. Certificate.
- (b) The Personnel and Training Division of the Police Department will submit the appropriate paperwork to the Human Resources Department confirming and authorizing P.O.S.T. Educational Incentive Pay for eligible employees.

Compensation shall be effective the first of the month following the date of eligibility for the certificate.

**13.8 Longevity Increment Pay for Police Officer for Grandfathered Employees Only**

Effective August 1, 2011, Longevity Increment Pay for Police Officer shall be eliminated. Those members who were receiving Longevity Increment Pay as of July 31, 2011, shall be grandfathered, and effective August 1, 2011 their Longevity Increment Pay shall be reduced by five percent (5%) and shall remain frozen at that level, and no additional increments shall be earned, as described herein.

- (a) For those members who as of July 31, 2011 were receiving five percent (5%) of top salary step in rank for longevity, upon completion of six (6) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 those members shall no longer receive longevity increment pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.
- (b) For those members who as of July 31, 2011 were receiving seven percent (7%) of top salary step in rank for longevity, upon completion of nine (9) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay two percent (2%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.
- (c) For those members who as of July 31, 2011 were receiving twelve percent (12%) of top salary step in rank for longevity, upon completion of twelve (12) continuous years of service as a public safety officer with the

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Stockton Police Department, effective August 1, 2011 the City shall pay seven percent (7%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.

- (d) For those members who as of July 31, 2011 were receiving fourteen percent (14%) of top salary step in rank for longevity, upon completion of eighteen (18) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay nine percent (9%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.
- (e) For those members who as of July 31, 2011 were receiving nineteen percent (19%) of top salary step in rank for longevity, upon completion of twenty-four (24) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay fourteen percent (14%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level, and no additional increments shall be earned.
- (f) For the limited purpose of defining continuous service under this Section of the Memorandum of Understanding, continuous service shall include leaves without pay for less than one (1) year as long as the public safety officer did not withdraw their contributions to PERS.
- (g) **Effective July 1, 2012, Section 13.8(a) through (f) are modified as follows:**

Employees who are receiving Longevity Pay as described above shall have their Longevity pay reduced an additional four percent (4%) effective July 1, 2012, except that individuals whose 2011 reduction of the following amounts (Reductions of Longevity pay, elimination of Master Officer Pay, elimination of Educational Incentive and payment of employees PERS contribution) was twenty-two percent (22%) shall have their Longevity amount reduced by one percent (1%). The longevity increment pay shall remain frozen at this level and no additional increments shall be earned nor shall additional persons qualify for this pay.

**13.9 Longevity Increment Pay For Police Sergeant**

The five percent (5%) Longevity Pay received by Sergeants is frozen effective July 1, 2012, and no additional persons shall qualify for this pay.

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**13.10 Canine Handler Compensation**

Employees assigned canine responsibilities shall be paid a maximum of ten (10) hours per month, at the rate of one and one-half (1½) time. Compensation shall be for time spent by officers on their off-duty time to feed and exercise the dog and to clean the kennel.

**13.11 Motorcycle Officer Compensation**

Effective the first full pay period after the effective date of this contract, employees assigned motorcycle responsibilities shall be paid a maximum of four and one-quarter (4.25) hours per month, at the rate of one and one-half (1½) time. Compensation shall be for the time spent by officers on their off-duty time to clean, wax, and generally maintain their assigned motorcycles.

**13.12 Explosive Ordinance Disposal (EOD) Compensation**

Unit members assigned to EOD shall be paid a maximum of five (5) hours per month at the rate of one and one-half (1½) time.

**13.13 SWAT Compensation**

Effective the first full pay period after the effective date of this contract, unit members assigned to SWAT shall be paid a maximum of four and one-quarter (4.25) hours per month at the rate of one and one-half (1½) time.

**13.14 Field Training Officer Compensation**

The pay for unit members assigned as a Field Training Officer shall be five percent (5%) of the top salary step of rank.

**13.15 Bilingual Pay**

The pay for qualified and approved bilingual skills will be two and one-half percent (2.5%) of the top salary step of rank.

To be eligible for this differential pay, an officer must be certified to meet the functional needs of the Department. The Chief of Police has the sole discretion in determining the number of officers needed for bilingual services, the languages that will be recognized, and the functional language skills needed for the Department.

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**13.16 Acting Pay**

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

**13.17 CalPERS Reportability**

The City makes no representation as to whether any of the compensation or payments in the Memorandum of Understanding 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 Memorandum of Understanding is outside of the City's control.

**13.18 Flight Pay Differential**

- (a) Effective first full pay period following adoption, employees assigned to the Aero Detail as pilots shall receive a ten percent (10%) differential.
- (b) Employees assigned to the Aero Detail as observers shall receive sufficient flight instruction to enable them to land safely in an emergency.
- (c) The City shall provide employees assigned to the Aero Detail with suitable protective flight equipment, including but not limited to:
  - (1) One (1) Flight Helmet
  - (2) One (1) Nomex Flight Suit
  - (3) One (1) Pair of Nomex Gloves

**13.19 Mobile Command POST**

Effective the first full pay period after the effective date of this contract, employees assigned to the Mobile Command Post Team who maintain a Class A License shall be paid an additional one (1) hour per month, at the rate of one and one-half (1½) time. Compensation shall be for the time spent by officers on their off-duty time to maintain their Class A license.

**13.20 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

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reassignment. Reinstatement of the add pay will commence upon recertification.



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**SECTION 14. INSURANCE PLANS**

**14.0 Reopener Clause for Health Insurance**

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

**14.1 Health Insurance And Related Benefits**

- (a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an employee only, employee plus one (1) and employee plus two (2) or more dependents coverage. The City shall offer two (2) or more medical plans to regular status employees.
- (b) Eligibility. Employees shall become eligible for medical, dental, and vision insurance on the first day of the month following date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one (1) employee plan (i.e., an employee and their dependent cannot be covered by more than one (1) City-offered health plan).
- (c) City Contribution Towards the Cost of Insurance Programs.
  - (1) Effective July 1, 2022, the City shall contribute the following:
    - a. up to \$697.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
    - b. up to \$1,265.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
    - c. up to \$1,685.00 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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- (2) Effective July 1, 2023, City shall contribute the following:
- a. up to \$711.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
  - b. up to \$1,290.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
  - c. up to \$1,719.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.
- (3) Effective July 1, 2024, City shall contribute the following:
- a. up to \$725.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
  - b. up to \$1,316.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
  - c. up to \$1,753.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

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

- (c) 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.

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**14.2 Retiree Medical Trust**

The City will cooperate with the SPOA to amend the documents related to the SPOA Retiree Medical Trust ("RMT") to reflect that the City relinquishes all of its right to designate any trustees under the RMT and any and all rights, obligations, or responsibility under the RMT so that only the SPOA designated Trustees will administer the RMT.

The City has no objection to the transfer of all current assets in the RMT to another trust (the "Receiving Trust") selected by the SPOA designated RMT Trustees so long as the Receiving Trust agrees to hold those assets for the exclusive benefit of eligible retirees. Further, the SPOA and the City agree that the transfer of assets will be contingent on the SPOA and Receiving Trustees agreeing that on and after the transfer of the assets of the RMT to the Receiving Trust (i) the City's only obligation with respect to such Receiving Trust will be to make any agreed upon contributions to the Receiving Trust, and (ii) the SPOA and the Receiving Trustees further agree that on and after the transfer of the assets of the RMT to the Receiving Trust, to indemnify and hold harmless the City and the City designated trustees from any claim whatsoever by the SPOA, any unit member, or any beneficiary of the Receiving Trust with respect to the Receiving Trust. Such claims include, but are not limited to, (i) any claim for benefits under the Receiving Trust or any plan funded by the Receiving Trust, (ii) any claim regarding the administration of, or fiduciary duties under, the Receiving Trust, (iii) any claim regarding the tax treatment of contributions to the Receiving Trust (so long as the City complies with applicable federal law and guidance from the Internal Revenue Service), and (iv) any claim regarding the terms of the Receiving Trust or selection of trustees.

The City's obligation to contribute to the RMT has ceased. However, in the event that the Association's membership votes to approve member contributions to the Receiving Trust, the City agrees to deduct those contributions (and any required administrative fees charged by third parties) from members' paychecks. Nothing herein commits the City to paying any portion of any future contribution.

**14.3 Life Insurance**

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

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**14.4 Long Term Disability Insurance**

The City shall reduce the base pay of employees in this unit by twenty dollars (\$20.00) per month and instead shall provide to each bargaining unit member twenty dollars (\$20.00) per month for the purpose of purchasing Long Term Disability Insurance. The Association recognizes and agrees that it is their responsibility for purchasing a Preferred Long Term Disability Program for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.

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**SECTION 15. SALARY PLAN**

**15.1 Salary**

(a) Cost of Living Adjustment (COLA)

- (1) Effective July 1, 2022, employees will receive a nine point eight percent (9.8%) increase to base pay (comprised of a 2% COLA and a 7.8% Market Adjustment). Any retroactive portion of this salary increase will be paid to employees as soon as administratively possible following City Council adoption of this agreement.
- (2) Effective July 1, 2023, employees will receive a four percent (4%) increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment).
- (3) Effective July 1, 2024, employees will receive a four percent (4%) increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment).

(b) Lump Sum Payment

Each employee who was employed in the bargaining unit as of July 1, 2023 will receive a \$5,000 lump sum nonpensionable bonus (subject to all applicable withholdings) to be paid by the second scheduled payday in the same month.

**15.2 Salary Ranges**

The salary ranges for all classifications in the aforementioned representation unit will be as set forth in Appendix A, which are attached hereto and made a part hereof. The rates of pay set forth in the Appendix A, represent for each classification the standard rate of pay for full-time employment, effective on the dates noted in the Appendices unless the schedule specifically indicates otherwise.

**15.3 Salary Upon Appointment**

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

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**15.4 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 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.

**15.5 Effective July 1, 2005 – Salary Step Plan – Police Officers Appointed On Or After January 1, 1999**

There shall be six (6) salary steps for the classification of Police Sergeant and Police Officer. Eligible employees will be moved to the next step every twelve (12) months. Any reference in this Memorandum of Understanding to a different schedule for step increase shall be adjusted accordingly. In a case where a person possesses unusual qualifications, the City Manager may authorize appointment above the first salary step after receiving the recommendation of the department head. The same provisions shall apply to hourly-paid and part-time persons.

All step references below are to the salary schedule for the Police Officer classification. Non-Sworn Police Officer Trainees are hired at the rate identified in the single step salary classification for Police Officer Trainee.

The first salary step shall be the minimum salary rate and shall be the normal hiring rate for the classification of Police Officer.

The second salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the first salary step and upon the written recommendation of the department head.

The third salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the second salary step and upon the written recommendation of the department head.

The fourth salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the third salary step and upon the written recommendation of the department head.

The fifth salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the fourth salary step and upon the recommendation of the department head.

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The sixth salary step shall be paid upon the employee's satisfactory completion of twelve (12) months of service at the fifth salary step and upon the recommendation of the department head.

Regardless of an employee's length of service, salary step advancements in any given class may be made upon recommendation of the department head with the approval of the City Manager, but not above Step 3 for a given range.

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

If a department head recommends to withhold salary increases because an employee has not achieved the level of performance required for the position, the recommendation of 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.

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, which date shall be as stated in the preceding paragraph.

Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.

**15.6 Salary Step Plan – Non-Sworn Police Officer Trainee Status**

An employee with the status of Non-Sworn Police Officer Trainee shall be paid at Step 1 of the Police Officer Trainee salary range. Upon passing all the requirements of the Basic Peace Officer Academy and transfer to the sworn position of Police Officer, the employee shall be paid at Step 1 of the salary range of Police Officer. The Trainee shall not qualify for Safety status while in the Academy.

**15.7 Salary Step After Military Leave**

All employees who have been granted a military leave shall, upon their return to the City service, be entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

**STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU**  
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**15.8 Salary Step When Salary Range Is Increased**

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the City Manager.

**15.9 Salary Step After Promotion or Demotion**

When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher class, that employee shall be entitled to the next step in the salary scale of the higher class which is approximately five percent (5%) but in no case less than four percent (4%) above the rate they have been receiving, except that the next step shall not exceed the maximum salary of the higher class. 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 class to which they are demoted, and the specific rate of pay within the range shall be final.

**15.10 Salary On Reinstatement**

If a former employee is reinstated in 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.

**15.11 Special Assignment Differential**

- (a) All Police Unit employees who are not assigned to the traditional 10-plan Field Operations/Patrol shift schedule and are assigned to schedules that regularly observe holidays off shall receive a "Special Assignment" differential equal to five percent (5%) of the employee's current base pay. This pay is in exchange for the elimination of extra holiday compensation for these positions.
- (b) While not all-inclusive, examples of those special assignments wherein the Special Assignment Differential would apply include positions within the Investigations Division, Administrative Services Division, Technical Services Division, Special Operations Division, Traffic Section, and Professional Standards Section. The primary qualifying factor for Special Assignment Differential is that the special assignment is one in which the assigned personnel generally observe all holidays off, as the section/unit



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“closes” on holidays. These can generally be described as “non-patrol” assignments.

**15.12 Bi-Weekly Pay Period**

The City and the Association agree to move to bi-weekly pay as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system.

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**SECTION 16. RESIDENCY**

All sworn public safety officers in the employ of the City of Stockton shall reside within a geographic area from which they can reach City Hall within forty-five (45) minutes.

**SECTION 17. SEVERABILITY OF PROVISIONS**

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

**SECTION 18. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING**

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

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

**SECTION 19. SCOPE OF AGREEMENT**

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

**SECTION 20. DURATION**

All provisions of this Memorandum of Understanding shall be effective July 1, 2022, and shall remain in full force and effect to and including the 30th day of June, 2025.

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**SECTION 21. MAINTENANCE OF OPERATIONS**

- (a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented hereby agrees that during the course of negotiations necessary to conclude a successor Agreement to this Memorandum of Understanding, the Association or any person acting in its behalf, or each employee in a classification represented by the Association shall not cause, authorize, engage in, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.
- (b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction, that the employee is, or has, engaged in any activity prohibited by subsection (a) of this Section. The City may take other action which it deems appropriate.
- (c) If the City Council, by majority vote, determines to its satisfaction, that subsection (a) of this Section has been violated by the Association, the City may take such remedial action as it deems appropriate.
- (d) The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by subsection (a) hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this Memorandum of Understanding.

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**SECTION 22. CITY RIGHTS**

- (a) The Association recognizes that the rights of the City derive from the Constitution of the State of California and the Government Code and not from the Memorandum of Understanding. All matters not specifically addressed in this Memorandum of Understanding are reserved to the City.
- (b) The Association recognizes and agrees that the exercise of the express and implied powers, rights, duties and responsibilities by the City, such as, the adoption of policies, rules, regulations and practices, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum of Understanding.
- (c) The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing these services limited only by the specific and express terms of this Memorandum of Understanding. The exclusive rights of the City shall include but not be limited to, the right to determine the organization of City government and the mission of its constituent agencies; to determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used, the right to introduce new or improved methods or facilities, and to change or alter personnel, methods, means, materials and facilities, to exercise control and discretion over its organization and operations through its managerial employees; to establish and effect rules and regulations consistent with applicable law and the specific and express provisions of this Memorandum of Understanding; to establish and implement standards of selecting City personnel and standards for continued employment with the City; to direct the workforce by determining the work to be performed, the personnel who shall perform the work, assigning overtime and scheduling the work; to take disciplinary action; to relieve its employees from duty because of lack of work or funds; to determine whether goods or services shall be made, purchased or contracted for; and to otherwise act in the interest of efficient service to the community.

In cases of emergency when the City determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

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**SECTION 23. CONDITIONAL AGREEMENT RE: PLAN SUPPORT AND  
TREATMENT OF CLAIMS**

- (a) Confirmation of Plan. The City agrees to use its best efforts to obtain confirmation of, and to implement, a plan of adjustment (“Plan”) that is consistent with the terms of this Memorandum of Understanding, or as applicable, its successor Memorandum of Understanding. All of the provisions of this Article except 2(c) shall be null and void in the event that the Plan contemplated by this Agreement is not confirmed and does not become effective.
- (b) SPOA’s Claims. SPOA alleges that its members have claims in the bankruptcy case against the City relating to the City’s modification of its 2009 Memorandum of Understanding (“2009 MOU”), pursuant to Declarations of Fiscal Emergency beginning on or about May 26, 2010 and continuing in effect thereafter, and in connection with the treatment of the claims of SPOA and its members under the Pendency Plan (collectively, the “Claims”), and that, in the aggregate, the Claims exceed thirteen million dollars (\$13,000,000). The City disputes the Claims and contends that the Claims would not be allowed in the chapter 9 case. It further asserts that, if the Claims were allowed, they would be allowed in an amount aggregating less than thirteen million dollars (\$13,000,000).

In consideration of resolving the above differences and agreement on the Memorandum of Understanding, the City agrees that the Claims shall be provided for in the Plan as follows:

- (1) The Claims will be deemed allowed in the chapter 9 case in the aggregate amount of eight million, five hundred thousand dollars (\$8,500,000) (the “Allowed Claims”). In consideration for the reduction in the amount of the Claims, SPOA members employed during fiscal year 2010-2011 and/or 2011-2012 shall be credited, upon final approval of the Memorandum of Understanding by the Parties and, if necessary, by the Bankruptcy Court, twenty-two (22) additional hours of paid leave in fiscal year 2012-2013. These additional hours of paid leave shall have no cash value and shall be utilized any time prior to the date upon which the SPOA member leaves employment with the City. Only those employees who were employed during some portion of the period July 1, 2010 and July 1, 2012 and who were still current employees upon the effective date of this Agreement shall be entitled to this treatment.
- (2) The Allowed Claims shall be satisfied under the Plan by the City by crediting SPOA members employed during fiscal year 2010-2011 and/or 2011-2012, eleven (11) additional paid leave hours in the fiscal year of approval of the Plan and eleven (11) additional paid leave hours in the

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fiscal year after approval of the Plan. This benefit shall only apply to those employees who were employed during some portion of the period July 1, 2010 and July 1, 2012 and who are current employees as of the date the Plan is approved by the Bankruptcy Court. The total additional paid leave per SPOA member under paragraphs 2(a) and 2(b) of this article shall equal forty-four (44) hours. These additional paid leave hours shall have no cash value, and shall be utilized any time prior to the date upon which the SPOA member leaves employment with the City. It is understood that the provision of these hours shall be the sole compensation for the Claims of SPOA and its members. The additional twenty-two (22) hours additional paid leave credit contained in this paragraph 2(b) shall be contingent upon confirmation of the Plan and on the Plan becoming effective.

- (3) Notwithstanding the foregoing, in the event that the Plan is not confirmed and does not become effective, the Claims shall not be allowed as specified herein, and both SPOA and the City agree that the Claims will be considered unresolved, with each Party reserving the right to assert or contest the Claims; provided, however, that the monetary equivalent of any paid leave hours taken pursuant to this Article shall serve as a credit against the Claims.
- (c) Implementation of 2012-2014 SPOA Memorandum of Understanding. The City shall include in its proposed Plan provisions that give effect to and comport with the terms of this Agreement.
- (d) Plan Support. SPOA agrees to use its best efforts to support the Plan, the provisions of which include the treatment of the Claims as described above, and which are consistent with the terms of the Memorandum of Understanding. SPOA's support for the Plan shall include statements in papers filed in the Bankruptcy Court and in appearances by its counsel in Bankruptcy Court. SPOA shall use its best efforts to cause its members to vote to approve the Plan, to withdraw any proofs of claim they have filed which are inconsistent with the Memorandum of Understanding and not object to, or otherwise commence any proceeding against, or take any other action opposing any of the terms of the Memorandum of Understanding, the Plan or any disclosure statement filed in connection with the Plan. At the City's request, such support may also include the execution by SPOA of an agreement to recommend that its members vote in favor of the Plan.
- (e) Further Assurances. The Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, from time to time, to effectuate the

**STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU**  
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agreements and understandings of the Parties, whether the same occurs before or after the date of this Agreement.

- (f) Release of Claims. Except for the Parties' respective obligations stated in the Memorandum of Understanding, SPOA, on behalf of all employees in its bargaining unit, and the City hereby release and discharge each other, and their respective past or present parents, subsidiaries, successors, predecessors, assigns, and their respective officers, directors, employees, agents, attorneys, and each of them, from and against any and all defenses, claims, demands, losses, damages, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, which either of them may now or hereafter have against the other in any way related to the Claims and or Litigation Claims (as such term is defined below). This release shall include, but is not limited to, within thirty (30) days of approval of the Plan, dismissing with prejudice litigation and cross litigation claims ("Litigation Claims") pertaining to San Joaquin County Superior Court case number 39-2010-00245197-CU-WM-STK, San Joaquin Superior Court Case number 39-2010-00253803 and Third Appellate District appellate case numbers C070347 and C068723. These cases shall remain stayed until the occurrence of the effective date of the Plan or the dismissal of the chapter 9 case. The Parties agree to waive any and all claims for attorneys' fees or costs associated with the Litigation Claims.

The Parties, and each of them, hereby waive the provisions of Section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

The Parties, and each of them, understand that if the facts with respect to which this release is given turn out to be different from the facts now known or believed by either of them to be true, each of them expressly assumes the risk of the facts turning out to be different, and agrees that this release shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

This release shall be binding upon and inure to the benefit of the Parties and their respective past or present parents, subsidiaries, successors, predecessors, assigns, and their respective officers, directors, employees, agents, attorneys, including but not limited to all bargaining unit employees, and each of them.

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This release shall not apply to any pending disciplinary cases, or grievances

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pertaining to those disciplinary cases, but shall apply to any lawsuits filed related to those disciplinary cases.

- (g) Resolution of Dispute regarding the Property at 1132 N. Country Club Rd., Stockton, CA (“the Property”). City agrees to waive SPOA’s obligation to sell the Property identified in Memorandum of Understanding Section 23(g), contingent on dismissal of all pending litigation pursuant to Section 23(f). SPOA shall continue renting the Property to third parties. No SPOA member, family member, agent or person within SPOA’s control shall apply to rent the Property.
- (1) In renting the Property, SPOA shall utilize a licensed third party rental agent not affiliated with SPOA or its agents.
  - (2) SPOA shall sell the Property not later than November 1, 2015, unless this provision is waived in writing by the City.
  - (3) The Property shall be maintained in its present state and SPOA shall exercise its best efforts to ensure that its tenants not interfere with the City Manager’s quiet enjoyment of their home.
  - (4) SPOA shall not seek to change the use of the Property as a single family residence (maximum two unrelated adults, or two adults and two children).
  - (5) Notwithstanding the effective date and expiration date of the Memorandum of Understanding, this section (g)(1) shall be effective November 1, 2012, and shall apply to the SPOA’s current efforts to lease the Property. It shall expire upon the sale of the Property, unless otherwise agreed by the Parties.
- (h) No Admissions. Except to acknowledge responsibility to perform the terms of this Article or to enforce those terms, the Parties agree that nothing contained in this Article or any action taken or the failure to take any action pursuant to this Article ever is to be construed as an admission or evidence tending to establish the validity of either Party's claims, including the initial Claims.
- (i) Rules of Construction. The Parties agree that any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to the interpretation of this Article, since both Parties have reviewed it with counsel of their respective choice. Otherwise, this Article shall be governed by and interpreted in accordance with the law of the State of California and the Bankruptcy Code.



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**SECTION 24. CONCLUSIVENESS**

- (a) The specific provisions contained in the Agreement constitute the entire and sole agreement between the City and the Association and shall prevail over existing City ordinances, resolutions, rules and regulations, policies, procedures, and practices wherever there is a direct conflict between previous written policies and practices and a specifically contradictory term of this Agreement. Existing written policies, rules, regulations, ordinances and resolutions shall be amended to conform to the terms of this Agreement. Only those policies and practices directly and expressly revised by this Agreement shall be deemed to be modified by this Agreement.
- (b) All matters not addressed specifically and expressly by this Agreement are, and shall continue to be, within the exclusive decision-making authority of the City and shall not be in any way, directly or indirectly, subject to any grievance procedure.
- (c) This Agreement may be altered, changes, added to, deleted from, or modified only through the voluntary consent of the City and the Association in a written and signed amendment to this Agreement.

**STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU  
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**APPENDIX A. COLA AND MARKET ADJUSTMENTS**

Year 1- Effective 7/1/22;  
Year 2- Effective 7/1/23;  
Year 3- Effective 7/1/24

	Steps					
	1	2	3	4	5	6
<b>Police Officer</b>	6,055.40	6,366.58	6,694.48	7,037.52	7,400.36	7,779.88
COLA and MA year 1 (9.8%)	593.44	623.92	656.06	689.68	725.24	762.44
Year 1 - Monthly Salary	6,648.84	6,990.50	7,350.54	7,727.20	8,125.60	8,542.32
COLA and MA year 2 (4%)	265.96	279.62	294.02	309.08	325.04	341.68
Year 2 - Monthly Salary	6,914.80	7,270.12	7,644.56	8,036.28	8,450.64	8,884.00
COLA and MA year 3 (4%)	276.60	290.82	305.78	321.46	338.02	355.36
Year 3 - Monthly Salary	7,191.40	7,560.94	7,950.34	8,357.74	8,788.66	9,239.36
<b>Police Officer Recruit</b>	5,134.74					
COLA and MA year 1 (9.8%)	503.22					
Year 1 - Monthly Salary	5,637.96					
COLA and MA year 2 (4%)	225.51					
Year 2 - Monthly Salary	5,863.46					
COLA and MA year 3 (4%)	234.56					
Year 3 - Monthly Salary	6,098.02					
<b>Police Officer Trainee</b>	5,134.74					
COLA and MA year 1 (9.8%)	503.22					
Year 1 - Monthly Salary	5,637.96					
COLA and MA year 2 (4%)	225.51					
Year 2 - Monthly Salary	5,863.46					
COLA and MA year 3 (4%)	234.56					
Year 3 - Monthly Salary	6,098.02					
<b>Police Sergeant</b>	7,159.02	7,527.88	7,913.48	8,320.32	8,748.40	9,197.74
COLA and MA year 1 (9.8%)	701.56	737.74	775.52	815.40	857.34	901.38
Year 1 - Monthly Salary	7,860.58	8,265.62	8,689.00	9,135.72	9,605.74	10,099.12
COLA and MA year 2 (4%)	314.42	330.62	347.56	365.42	384.22	403.96
Year 2 - Monthly Salary	8,175.00	8,596.24	9,036.56	9,501.14	9,989.96	10,503.08
COLA and MA year 3 (4%)	327.02	343.86	361.46	380.06	399.60	420.14
Year 3 - Monthly Salary	8,502.02	8,940.10	9,398.02	9,881.20	10,389.56	10,923.22

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IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on \_\_\_\_\_ and by an affirmative vote of the Stockton City Council on \_\_\_\_\_. The SPOA and the City of Stockton have hereto executed this Memorandum of Understanding this \_\_\_\_ day of \_\_\_\_\_, 2022.

For the City of Stockton:

For the Stockton Police Officers Association:

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HARRY BLACK  
City Manager

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PATRICK HIGH  
President

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ROSEMARY RIVAS  
Interim Director of Human Resources

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JEREMIAH SKAGGS  
Vice-President

*Approved as to form:*  
LORI M. ASUNCION, City Attorney

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MARK BARTLEY  
Negotiator for Association

By:

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MARCI A. ARREDONDO  
Deputy City Attorney

By:

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BURKE DUNPHY  
Negotiator for the City

ATTEST:

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ELIZA GARZA  
City Clerk

**CITY OF STOCKTON**

**POLICE MANAGEMENT UNIT**

**MEMORANDUM OF UNDERSTANDING**

**PREAMBLE**

The Stockton Police Management Association and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees employed in the representation unit identified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

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

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2022, through June 30, 2025. This agreement shall supersede all other existing agreements on these matters set forth herein.

**POLICE MANAGEMENT UNIT SUCCESSOR MOU**  
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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, hereinafter referred to as the "City" in employer-employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.

**1.2 Association Recognition**

The Stockton Police Management Association, hereinafter referred to as the "Association" is the recognized employee organization for the Police Service Management Unit, certified pursuant to Resolution No. 38,738, adopted by the City Council on November 23, 1981.

**1.3 Reopener**

The Association agrees to meet at the City's request for the purpose of meeting and conferring on any changes that would be a mandatory subject of bargaining that may result from any City proposal on organizational, operational, or staffing changes that are a result of efficiency measures during the term of this agreement.

**POLICE MANAGEMENT UNIT SUCCESSOR MOU**  
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**SECTION 2. UNION RIGHTS**

**2.1 Union Membership Dues and Payroll Deductions**

- (a) In accordance with the Senate Bill (SB) 866, the parties agree to the following process for making, canceling, or changing payroll deductions for Union membership dues deductions.
- (b) 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 or terms of the authorization.
  - (7) Deduction notification will be provided to [payroll@stocktonca.gov](mailto:payroll@stocktonca.gov).
  - (8) Changes and/or cancellations received by the City prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: Union notifies the City on January 15th, the deductions will be effective no later than the first full pay period

**POLICE MANAGEMENT UNIT SUCCESSOR MOU**  
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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.

- (c) 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 Association 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 Association business, such as times and places of meetings, provided such use does not interfere with the needs of the department.

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

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

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

## **2.3 Advance Notice**

Except in cases of emergency, reasonable advance written notice shall be given to the Association if affected by any ordinance, resolution, rule, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to negotiate, if requested, with the designated management representatives prior to the adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures



**POLICE MANAGEMENT UNIT SUCCESSOR MOU**  
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as are required. At the earliest practicable date thereafter, the Association 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 representative designated by the City Manager.

**2.4 Attendance at Meetings by Employees**

Release Time Related to Meet and Confer. City employees who are official representatives of the Association shall be given reasonable time off with pay, in accordance with 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 release time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall request an excused absence, prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for release time 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, 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 120 days for all bargaining unit members.

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**SECTION 3. NON-DISCRIMINATION**

The City and the Association agree that there shall be no discrimination of any kind against any employee or applicant for employment because of age (over 40), race, color, religion (creed), national origin (ancestry), military or veterans 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 Association activity, or any other protected trait as determined by federal, state and/or local law.

The Association shall cooperate with the City to achieve the objectives of Equal Employment Opportunity as defined by Federal and State regulations.

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**SECTION 4. PROBATION**

**4.1 Promotional Appointments**

Promotional appointments in this Unit, except Deputy Chief of Police, shall be subject to a probationary period of twelve (12) months. The probationary period for police promotional positions shall not be extended.

**4.2 Probationer Advanced to Higher Rank**

Any promotional probationary Police Management employee who is advanced to a higher classification, or is appointed to the rank of Chief of Police or Deputy Chief of Police, shall receive credit toward their promotional probationary period for the lower rank while serving in the higher probationary or appointive rank.

**4.3 Retention/Rejection of Probationer**

The Director of Human Resources shall notify the appointing authority at least four (4) weeks prior to the termination of any probationary period. At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then 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 in the service is desired.

During the probationary period, an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which they were promoted unless charges are filed and they are discharged in the manner provided in the City Charter XXXII, section 9, Civil Service Ordinance and Civil Service Rules.

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**SECTION 5. LAYOFF**

**5.1 Layoff**

Any employee may be laid off by an appointing authority in the event of the abolition of the employee's position by the City Council, or if a shortage of work or funds requires a reduction in personnel.

**5.2 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

**5.3 Notice of Layoff**

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

**5.4 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:

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- (a) Extra help
- (b) Provisional
- (c) Temporary
- (d) Probationary

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

The following provisions shall apply in computing total continuous service:

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

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

**5.5 Employee Options**

Employees laid off shall have any of the following choices:

- (a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least seniority in that classification. 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 who has the least seniority in that classification. Employees who exercise this option shall be placed on an eligibility list for reinstatement to the higher classification for a period of five (5) years. Ranking on the reinstatement list shall be by the employee's seniority in the higher classification. All employees on the list, who are still employed by the City of Stockton, shall be reinstated to the higher classification before any new promotions can be made to that classification.

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If the change as listed above requires Civil Service approval, the Association and the City agrees to not object to this change in the duration of the reemployment list.

If the employee is in a probationary status in the higher classification, the probationary status shall resume upon reinstatement with full credit for previous time served in that classification.

**5.6 Health and Welfare Benefits During Layoff**

Regular status employees who are laid off will have an option of maintaining their existing health and welfare benefits for thirty-six (36) months (the thirty-six (36) months runs concurrently with any COBRA benefits) from the date of layoff, provided timely payments of the premiums by the employee are made to the City, according to City regulations, and provided the employee otherwise meets the requirements of Federal and State regulations.

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**SECTION 6. REEMPLOYMENT**

**6.1 Reemployment**

When an employee in the classified service whose performance evaluation conducted by the employing department reflects that the employee is performing duties satisfactorily and whose position is abolished, is laid off due to lack of funds or on an authorized leave of absence and is ready to report for duty when a position is open, the Civil Service Commission shall cause the name of the employee in the appropriate class to be placed on the reemployment list as follows:

- (a) Except as otherwise provided in subsection (b) below, the Civil Service Commission shall cause the name of each employee laid off in accordance with these rules to be placed on the reemployment list for the appropriate class for reemployment within two (2) years thereafter when vacancies occur.
- (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 in subsection (a), above, and remain on the list either until the employee is appointed to the position or the employee declines appointment to the position. The reemployment rights granted by this subsection are applicable only to employees who demote to a previously held lower classification after receiving a notice of layoff.

The reemployment list for any class shall be established by a Civil Service resolution as needed.

In filling vacancies, eligibles on the reemployment lists take precedence over eligibles on any other list for the same rank in the department for which the lists apply.

An employee who waives reemployment to a fulltime position three (3) times shall have their name removed from this reemployment list unless mutually agreed to by the Department and employee.

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**SECTION 7. DISCIPLINE**

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

The appointing authority may discharge, suspend, or demote any employee in the classified service provided the City Charter provisions and the Rules and Regulations of the Civil Service Commission and any applicable provisions of law are followed. Such provisions allow the employee suspended, demoted, or discharged to appeal such 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) working days of written notification of the action. (Such filing will foreclose use of the grievance procedure).
- (c) File a grievance as provided for in Section 8.5 within ten (10) working days of written notification of the action.

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



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**SECTION 8. GRIEVANCE PROCEDURES**

**8.1 Definition**

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

**8.2 Filing Deadline**

No grievance involving demotion, suspension, discharge, or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) working days of the time at which the affected employee received written notification of such action. All other grievances must be filed within thirty (30) calendar days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

**8.3 Grievance Processing**

- (a) Step 1 - Departmental Review. Any employee claiming to have a grievance may discuss the complaint with such management official in the department where employed as the department head may designate. If the issue is not resolved within the department within ten (10) working days from the day of presentation or if the employee elects to submit the grievance directly to the Association recognized as the representative of that employee's classification, the procedures hereinafter specified may be invoked.
- (b) Step 2 - Director of Human Resources Review. If the employee is not satisfied with the response at Step 1, then the employee may appeal the grievance to the Director of Human Resources within ten (10) working days of the receipt of written response at Step 1. Such appeal must state with particularity; 1) the specific policy, rule, or provision which is alleged to have been violated; 2) the statement of facts comprising the violation; and 3) the requested remedy. The Association may file and process grievance(s) on behalf of the specifically named employee.

The Director of Human Resources shall have twenty (20) working days in which to investigate the issues and respond to the appeal. No grievance,

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except for the resolution of compensation complaints, may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph unless the Director of Human Resources fails to respond within the time limit.

- (c) Step 3 - City Manager Review. Within ten (10) calendar days of the receipt of the Step 2 response, the grievance may be appealed to the City Manager or their designee. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the complaint, to meet with the complainant, and if the complainant is not the Association, to meet also with the officials of the Association, and to settle the grievance or to make recommendations to the City Manager. A written response to the appeal will be provided within thirty (30) calendar days of the date of appeal.
- (d) Step 4 - Arbitration. If the grievant or the Association is dissatisfied with the response at Step 3, or if the City Manager fails to respond within the time limit, the matter may, within ten (10) working days, be referred to an arbitrator mutually selected by the parties, or if the parties are unable to mutually agree, from a list of seven (7) arbitrators provided by the State Conciliation Service. The arbitrator shall be chosen by the alternative strike method, with first choice being determined by lot. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.
- (e) Effect of Decision. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto except as provided otherwise herein.

**8.4 Scope of Arbitration**

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

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor

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any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator selected pursuant to this section shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

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

**8.5 Other Provisions**

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

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

The provisions of this Section shall not abridge any right to which an employee may be administered in a manner that would abrogate any power which, under the City Charter, may be within the sole province and discretion of the Civil Service Commission.

All grievances of employees represented by the Association shall be processed under this section. If the City Charter requires that differing options be available to the employee, no action under paragraph (d) of subsection 8.3 above shall be taken unless it is determined that the employee is not availing themselves of such

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option.

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

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

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**SECTION 9. LEAVES**

**9.1 Vacation**

- (a) Vacation Allowance. All employees in this unit shall accrue vacation leave with pay in accordance with the following schedule (employees shall accrue vacation leave on a twice monthly basis):

Less than 1½ years continuous employment .....	120 hours/year
After 1½ years up to 7 1/2 years.....	148 hours/year
After 7½ years up to 15 years.....	188 hours/year
After 15 years up to 25 years.....	229 hours/year

Seven (7) additional hours hence for each completed year of service in excess of twenty-five (25) years.

- (b) Vacation Carryover Allowance. Effective July 1, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception.

For employees who on July 1, 2012 have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation to get under the maximum allowed. If an employee does not reduce their balance below the maximum by June 30, 2013, they shall retain their existing earned vacation, but shall not earn any additional vacation until they are under the maximum vacation accrual allowed.

The maximum number of vacation hours that employees on a 40 hour workweek shall accrue is as follows:

Under 1.5 years	200 hours
1.5 – 7.5 years	320 hours
7.5 – 15 years	360 hours
15 – 25 years	400 hours
25 years	408 hours
26 years	416 hours
27 years	424 hours
28 years plus	7 hours each additional year

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Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception.

- (c) Vacation Allowance for Separated Employees. An eligible employee separating from City service for any reason who has unused vacation time shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post separation date at no later than the second regularly scheduled pay period pay date following separation.

**9.2 Sick Leave**

- (a) Accrual. All regular status employees, except provisional, temporary, and part-time employees, each shall accrue sick leave at the rate of eight (8) hours for full month of service. All regular status employees, except provisional, temporary, and part-time employees, working less than a full month shall accrue sick leave while off duty on authorized sick leave; provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.
- (b) Usage. Employees are entitled to sick leave pay for those days which the employee would normally have worked, to a maximum of sick leave hours accrued.

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

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

For the purpose of this section, immediate family is defined as the employee's parents, spouse, registered domestic partner, mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, legal dependent, grandparent, and grandchild.

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- (d) Procedures for Requesting and Approving Sick Leave. When the requirement for sick leave is known to the employee in advance of their absence, the employee shall request authorization for such sick leave from the department head prior to such absence. In all other instances, the employee shall notify their supervisor as promptly as possible of their absence.

Before an employee may be paid for the use of accrued sick leave, they shall complete and submit to their department head a signed statement, on a prescribed form, stating the dates and hours of absence, the exact reason, and such other information as is necessary for their request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head.

- (e) Doctor's Certificate or Other Proof. If an employee's illness results in an absence from work for more than three (3) consecutive days, then a doctor's certificate or other reasonable proof of illness will be required by the department head.

The Police Chief 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 City may monitor and control the appropriate use of sick leave by employees and if reasonable cause is articulated, can limit use of sick leave and require additional verification.

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

- (1) was hospitalized during the period for which sick leave is claimed, or
- (2) received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.

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

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- (h) CalPERS Service Credit for Unused Sick Leave. Employees shall be eligible for CalPERS service credit for any unused sick leave at retirement not otherwise compensated for in (i) below. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave shall not be eligible for this service credit.
- (i) Sick Leave Retention Benefit. After subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:
- (1) Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;
  - (2) Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on February 16, 2012 shall be paid at thirty-five percent (35%) of its cash value to separating employees between these dates; and
  - (3) Separation after July 1, 2015, payment of unused sick leave which the employee held on February 16, 2012 shall be paid at fifty percent (50%) of its cash value to separating employees after this date.
  - (4) Service credit for unused sick leave shall be in accordance with PERS regulations.

**9.3 Other Leaves With Pay**

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

In the event of the death of a person not immediately related to an employee



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as defined above, the employee's department head may grant up to three (3) days bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits.

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

Said absence from duty will be compensated for actual hours the employee serves on the jury or testifies as a witness in a criminal case, other than a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the City, through the employee's department head, within fifteen (15) days after receipt all fees received except those specifically allowed for mileage and expenses. Jury duty or witness duty appearances shall be considered in terms of actual hours spent from arrival time until the time released from Court. If an employee is not due to appear for jury duty or as a witness until afternoon court session, they will be expected to work their usual morning schedule. If an employee is required to appear for morning court session and is released before noon and not required to return to court in the afternoon, they shall work the remainder of their usual afternoon schedule.

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

Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the City Treasurer through the employee's department.

Notwithstanding the foregoing, attendance in court in connection with an employee's official duties or on behalf of the City of Stockton in connection with a case in which the City of Stockton is not a party, together with travel time necessarily involved, shall not be considered absent from duty within the meaning of this Section.

- (c) Court Appearance Pay while in Off Duty Status. When an employee is required by proper authority to appear in court during off-duty hours, said employee shall receive compensation of three (3) hours at time and one-half (1-1/2) or actual time worked at the appropriate rate, whichever is greater.

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- (d) Military Leave. An employee of the City who is a member of the National Guard or Naval Militia or a member of Reserve Corps or Force of the Federal Military, Naval or Marine Service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) calendar days in any calendar year.

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

In the case of a probationary employee having served their minimum probationary period of twelve (12) months at the time of induction, it shall be optional with the department head and the City Manager to grant regular status to said employee before induction.

All probationary employees inducted into the Military Service not having served the minimum probationary period of twelve (12) months, or having served the minimum probationary period of twelve (12) months but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency, but said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit as above specified and shall serve the balance of their probationary period before attaining the status of a regular employee.

Two 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 providing they are physically fit as above specified.

- (e) Management Time Leave. The City shall provide forty (40) hours of paid-management time leave each fiscal year. The management leave of forty (40) hours may not carry over from fiscal year to fiscal year, be used for sell-back purposes, or paid for any unused management leave upon separation of City employment.

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**9.4 Workers' Compensation Leave**

Whenever any member of this unit 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 a leave of absence while so disabled without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year, or until such earlier date as they are retired on permanent disability pension.

If injury is claimed to be job related, or a recurrence of a previous job-related sickness or injury, it must be verified with a written physician's statement, otherwise disability leave will not be allowed. Any absence not so approved will be charged to sick leave if verification is not received.

- (a) 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. The City shall furnish the association the appropriate form for distribution. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

**9.5 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 City of Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted.

The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the department head under this Section shall be subject to review by the City Manager, whose ruling shall be final. Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereinafter.

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

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

**9.6 Leave of Absence Without Pay**

- (a) Purpose and Length. Only employees occupying regular status positions on a permanent basis are eligible for leaves of absence without pay, under the provisions of this Section.

An appointing authority may grant leave of absence without pay for personal reasons, up to a maximum of twelve (12) months, with approval of the Director of 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 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 credits have been used and shall be substantiated by a physician's statement.

- (b) Application for and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to the department head and the City Manager, describing the reasons for the request and all other information required for the department head, or their representative, to evaluate the request. Leaves without pay may be canceled by the department at any time.

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**9.7 Absence Without Official Leave (AWOL)**

- (a) Refusal of Leave or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the department or City Manager, or at the expiration of a leave, shall be considered an absence without leave.
  
- (b) Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more consecutive scheduled days or absent an aggregate of sixteen (16) hours in any calendar month without a satisfactory explanation as approved by the Director of Human Resources shall be deemed to have voluntarily resigned from the City of Stockton except if the absence is due to a verified illness or injury.

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**SECTION 10. DAYS AND HOURS OF WORK**

**10.1 Workweek**

The normal workweek for Police Unit employees is defined as either the traditional workweek consisting of 8 hours per day, 5 days per week; the alternate 9/80 work schedule consisting of 9-hour work days Monday through Thursday, an 8-hour workday on Friday with every other Friday off; or the 4/10 schedule consisting of 10 hour work days. Where operational requirements of a department require deviations from the present schedule, the Police Chief and/or City Manager may institute alternate work schedules, consistent with provisions of the State Law.

SPMA will meet and confer with the City on any proposed changes in work schedule.

**10.2 Meal Periods**

Phase shift employees normally receive a one-half ( $\frac{1}{2}$ ) hour meal with pay each day.

Other Police Service Management Unit employees will normally receive a one (1) hour meal period without pay.

**10.3 Work Furloughs**

The existing furlough hours will be placed in a furlough bank. The furlough bank may be carried over from one fiscal year to the next. There shall be no cash value provided for any furlough hours.

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**SECTION 11. OVERTIME**

**11.1 Eligibility**

Police Management employees shall not be eligible for overtime for extra hours worked to perform duties of their assigned positions with the following exceptions:

- (a) When assigned to cover the shift of another employee in a comparable position.
- (b) When assigned to work due to an emergency situation as required by their department.
- (c) When assigned to work on special projects, events, and/or critical incidents as required by the department.
- (d) For any hours worked as a result of exceptions (a) through (c), extra hours shall only be compensated at overtime rates if that employee works more than forty (40) hours within the same workweek. It is understood that, notwithstanding the additional compensation provided under this section, all employees in the bargaining unit are FLSA exempt.
- (e) For the purposes of subsection (d), furlough hours taken, holiday hours taken, observed holidays when the City is closed, bereavement leave, jury duty leave, and sick leave, shall be considered as time worked. Vacation leave, or other time taken as compensated time off not specifically identified above shall not be considered as time worked.

**11.2 Authorization**

The Chief of Police must personally approve any overtime pay for Police Management Unit employees.

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**SECTION 12. HOLIDAYS**

**12.1 Holidays Observed by the City**

- (a) Effective upon the first full pay period following ratification for this Memorandum of Understanding by Stockton Police Management Association 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 for Non-Patrol Lieutenants)
  - (6) Memorial Day ..... (Last Monday in May)
  - (7) Independence Day .....(July 4)
  - (8) Labor Day ..... (First Monday in September)
  - (9) Columbus Day.....(Second Monday in October)
  - (10) Veteran's Day..... (November 11)
  - (11) (Thanksgiving..... (Fourth Thursday in November)
  - (12) Day following Thanksgiving..... (Fourth Friday in November)
  - (13) Christmas Day..... (December 25)
  - (14) Birthday Holiday
- (b) 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.
- (c) For positions that observe holidays, the FLOATING holiday 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).
- (d) For employees on a Monday through Friday workweek or a 9/80 work schedule, if holidays fall on a Sunday, the following Monday shall be observed. If holidays fall on Saturday, the proceeding Friday shall be



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observed.

For employees in the Police Department on a ten (10) hour shift schedule, holidays that fall on Saturday or Sunday shall be observed on Saturday or Sunday respectively.

In order to receive Holiday Pay the employee must be in a paid status the day before and the day after the holiday.

**12.2 Holiday Compensation**

- (a) Captains. Captains shall receive a five percent (5%) holiday in lieu add pay. This additional compensation is for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays.

When the Police Department Administrative offices are closed on a regularly scheduled work day, Captains shall use the appropriate number of hours from their personal leave time to take the day off. However, at the sole discretion of the Chief or designee, Captains may be scheduled to work on a day when the Police Department Administrative offices are closed. In the event a Captain is scheduled to work on a day when the Police Department Administrative offices are closed, they will not be required to use vacation leave and will be paid for actual hours worked at straight time.

- (b) Non-Patrol Lieutenants. Non-Patrol Lieutenants who are not assigned to the traditional 10-plan Field Operations/Patrol shift schedule and observe City Holidays shall be entitled to take each holiday off with full pay for any one (1) holiday listed in 12.1 above. FLOATING holiday 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 hours until the actual holiday occurs (March 31).
- (c) Patrol Assignments. Police Lieutenants assigned to the traditional 10-plan Field Operations/Patrol shift schedule shall receive a five percent (5%) holiday in lieu add pay. If Police Lieutenants work on a holiday, actual hours worked will be paid at time and one half (1½) for the work shift.

These members who are permitted to take a holiday off that falls on a regularly schedule work day shall use appropriate leave hours equivalent to the number of hours of their scheduled shift.

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**SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY**

**13.1 Retirement Contribution Supplement**

- (a) Public Employees' Retirement System (PERS). For Classic Members, the City shall contribute an amount equal to nine percent (9%) of the employee's current base salary and other compensation as qualified by State law toward PERS benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code section 20691.
- (b) PERS Contribution. Classic Members shall continue to pay nine percent (9%) toward the employer contribution of PERS. This section shall not be construed to permit employees to receive a "double" EPMC benefit, as employees already receive the EPMC benefit pursuant to section 13.1(d).

Effective July 1, 2016, all employees (regardless of status under the PEPRA) shall pay an additional three percent (3%) toward the employer contribution of PERS. For example, Classic Members will pay a total of twelve percent (12%) (nine percent (9%) plus three percent (3%)). The parties recognize that this contribution satisfies the provision of California Government Code 20516.5(b).

- (c) As soon as practicable, the City will modify its contract with CalPERS to provide for a twelve percent (12%) additional Member Contribution over and above Normal Contribution for classic members and a three percent (3%) additional Member Contribution over and above Normal Contribution for PEPRA members. Upon completion of the contract amendment process (including employee vote), the additional payment in Section 13.1(b) shall cease.
- (d) Employer Paid Member Contribution Converted to Pay Rate During the Final Compensation Period. The City will make application to PERS to provide California Government Code section 20692 (Employer Paid Member Contributions Converted to Pay Rate during the Final Compensation Period) as an additional PERS benefit, to be effective upon adoption by the Stockton City Council and the PERS Administration Board. At the beginning of employee's last year of employment, the employee will pay their employees' nine percent (9%) benefit cost through an automatic payroll deduction. The City will increase the base salary for those employees by the same nine percent (9%) for the last twelve (12) months

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of employment. The Internal Revenue Service (IRS) Code 414H(2), whereby employee contributions shall be tax deferred (not subject to taxation until time of constructive receipt) will be concurrently implemented with PERS California Government Code section 20692.

- (e) Military Service Credit. The City will provide military service credit pursuant to the provisions of California Government Code section 21024, formerly Section 20930.3 at the employee's expense.
- (f) Credit for Unused Sick Leave. The City will provide PERS California Government Code section 20965 (Credit for Unused Sick Leave) as added PERS benefits.
- (g) Fourth Level of 1959 Survivor Benefits. The City provides PERS California Government Code section 21574 (Fourth Level of 1959 Survivor Benefits) as an additional retirement benefit, to be effective upon adoption by the Stockton City Council and the added PERS Administrative Board.
- (h) Service Retirement Plan Formula for Employees Hired on or before July 1, 2012. The City's service retirement contract with PERS for safety members of this unit hired on or before July 1, 2012 is 3% at Age 50.
- (i) Service Retirement Plan Formula for Unit Employees Hired on or after August 16, 2013. The City contracted with PERS to provide a new second tier retirement program for persons hired on or after August 16, 2013 and employees hired after that date will receive only those optional benefits as provided for in that tier. Such employees shall pay nine percent (9%) of the employees' current base salary towards the employee's contribution towards PERS and any other compensation as qualified by state law towards PERS retirement benefits through a payroll deduction.
- (j) PERS Benefits for Employees hired on or after January 1, 2013.
  - (1) Employees with Reciprocity. Employees hired on or after January 1, 2013, who had service under another CalPERS agency or public retirement system with reciprocity prior to January 1, 2013, and a break in service of less than six (6) months and are considered classic employees by PERS AB340, shall be subject to the PERS pension formula of 3% at 50 with only the optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay the employee's statutory employee's contribution for these benefits of nine percent (9%).

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- (2) Employees without Reciprocity. Employees hired on or after January 1, 2013, shall be subject to the AB340 PERS pension formula of 2.7% at 57 with only the optional pension enhancements and the other provisions of the retirement tier they were hired under. Employees shall pay fifty percent (50%) of the City's normal cost rate for the 2.7% at 57 as determined by CalPERS.

**13.2 Uniform Allowance**

Effective July 1, 2016, employees in this unit shall receive as annual compensation, a uniform allowance in the amount of twelve hundred dollars (\$1,200.00).

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

**13.3 Mileage Reimbursement for Private Vehicle Use**

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

**13.4 Police Vehicles**

Members of SPMA shall be assigned a police vehicle due to the need for emergency response and command status at all times. This vehicle shall be taken home at night, with the manager maintaining radio contact and monitoring radio traffic until parked. The take-home radius shall be the same distance as the alternative work site radius (sixty (60) miles for out-of-town training) measured from the central point of the City.

**13.5 Communication Devices**

Members of SPMA shall be provided a communication device that will work as a cell phone, connect to the internet, and have the ability for two-way and group electronic communication with other police management, the communication center, and other emergency management personnel throughout the City in an appropriately encrypted manner.

**13.6 Certificate Incentive Pay**

- (a) The City shall pay six percent (6%) of the top step in rank for employees

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who attain a P.O.S.T. Supervisory Certificate.

- (b) The City shall pay an additional five percent (5%) for a total of eleven percent (11%) of top salary step in rank for employees who attain a P.O.S.T. Management Certificate or higher, upon completion of two (2) continuous years of service in rank and upon completion of a management course.

**13.7 Longevity Increment Pay**

- (a) Effective July 1, 2012, the longevity increment shall be effective the first pay period following the anniversary date of hire of the employee as follows:
- (1) The City shall pay three-quarters of one percent (.75%) of top salary step in rank for longevity pay, upon completion of twelve (12) years of continuous service as a public safety member of the Stockton Police Department.
  - (2) The City shall pay an additional one and three-quarters percent (1.75%) for a total of two and one-half percent (2.5%), upon completion of eighteen (18) years of continuous service as a public safety member of the Stockton Police Department.
  - (3) The City shall pay an additional two percent (2%) for a total of four and one-half percent (4.5%), upon completion of twenty-four (24) years of continuous service as a public safety member of the Stockton Police Department.
  - (4) Members of the bargaining unit promoting from the SPOA bargaining unit will be placed at the level of longevity appropriate to their years of service.
  - (5) For the limited purpose of defining continuous service under this Section of the Memorandum of Understanding, continuous service shall include leaves without pay for less than one (1) year as long as the public safety officer did not withdraw their contribution from PERS.

**13.8 CalPERS Reportability**

The City makes no representation as to whether any of the compensation or payments in this Memorandum of Understanding are subject to CalPERS service credit or pensionable income. Any determination by CalPERS to not fully credit the

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compensation and/or service time provided under this Memorandum of Understanding is outside of the City's control.

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**SECTION 14. INSURANCE PLANS**

**14.0 Reopener Clause for Health Insurance**

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

**14.1 Health Insurance and Related Benefits**

- (a) Health and Welfare Benefits. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any City sponsored health the plan that the City shall offer to regular status employees. Each plan shall offer an employee only, employee plus one (1) and employee plus two (2) or more dependents coverage. The City shall offer two (2) or more medical plans to regular status employees.
- (b) Eligibility. Employees shall become eligible for medical, dental, and vision insurance on the first day of the month following date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one (1) employee plan (i.e., an employee and their dependent cannot be covered by more than one (1) City-offered health plan).
- (c) City Contribution Toward the Cost of Insurance Programs.
- (1) Effective July 1, 2022, the City shall contribute the following:
- a. The City shall contribute up to \$697.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
  - b. The City shall contribute up to \$1,265.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
  - c. The City shall contribute up to \$1,685.00 per month toward

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the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

- (2) Effective July 1, 2023, City shall contribute the following:
- a. The City shall contribute up to \$711.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
  - b. The City shall contribute up to \$1,290.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
  - c. The City shall contribute up to \$1,719.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.
- (3) Effective July 1, 2024, City shall contribute the following:
- a. The City shall contribute up to \$725.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
  - b. The City shall contribute up to \$1,316.00 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
  - c. The City shall contribute up to \$1,753.00 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.
- (4) These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical, vision, 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



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Plan.

Benefits in the Plan shall be in accordance with the Plan document.

- (e) The City will keep SPMA informed as to changes to actuarial methods employed by its actuary which materially affect the rates, and permit the opportunity for SPMA to discuss such changes. SPMA will meet and confer with the City mid-term regarding further plan changes.
- (f) If legally permissible, the City agrees to make Medicare contributions for employees hired in 1985 to 1986 who are not currently covered by Medicare, provided that such payments shall be on a going forward basis only, and such unit members shall be required to pay the employee matching contribution to Medicare. To the extent legally permissible, Unit members may contribute to Medicare to purchase credit retroactively provided such unit members do so at their own expense, including both the employee and employer share. The City entered into a Section 218 Medicare-Only Agreement with the Social Security Administration for this purpose, with an effective date of August 1, 2014.

**14.2 Life Insurance**

Each employee in this unit will receive group life insurance coverage paid for by the City of Stockton equal to a value of fifty thousand dollars (\$50,000). In addition, employees shall have the opportunity to purchase additional voluntary life insurance through their union or through the City's IRS 125 plan vendor.

**14.3 Long Term Disability Insurance**

The City will contribute the existing premium amount (currently \$24.50 per month) for each employee in this unit to purchase long term disability benefits through their association.

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**SECTION 15. SALARY PLAN**

**15.1 Salary**

(a) **Cost of Living Adjustment (COLA)**

- (1) Effective July 1, 2022, employees will receive a ten percent (10%) increase to base pay (comprised of a 2% COLA and a 8% Market Adjustment).
- (2) Effective July 1, 2023, employees will receive a four percent (4%) increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment).
- (3) Effective July 1, 2024, employees will receive a four percent (4%) increase to base pay (comprised of a 2% COLA and a 2% Market Adjustment).

(b) **Lump Sum Payment**

Each employee who we employed in the bargaining unit as of January 1, 2024 will receive a \$5,000 lump sum non-pensionable bonus (subject to applicable withholdings) to be paid by the second scheduled payday in the same month.

**15.2 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.

**15.3 Salary Step After Military Leave**

All employees who have been granted military leave, upon their return to the City service, are entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

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**15.4 Salary Step When Salary Range is Increased**

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the City Manager.

**15.5 Salary Step After Promotion or Demotion**

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5%) above the employee's current base salary, except that the next step shall not exceed the maximum salary of the higher rank. Add pays are not included in the calculation of base salary for purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit's salary on promotion rules shall apply.

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

**15.6 Salary on Reinstatement**

If a former employee is reinstated in 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.

**15.7 Acting Pay**

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

**15.8 Special Assignment Pay**

The City Manager may approve additional compensation in an amount up to but not to exceed ninety percent (90%) of the department head's salary when an employee is assigned, in writing, by the department head and with the approval of

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the City Manager, to perform additional duties and responsibilities for the duration of the special assignment.

**15.9 Management Incentive Pay – Special Assignment Differential**

Effective July 1, 2014, due to the unique nature of their job, non-patrol Lieutenants who are not assigned to the traditional 10-plan Field Operations/Patrol shift schedule, and are assigned to schedules that regularly observe holidays off shall receive a Management Incentive Pay/“Special Assignment” differential equal to five percent (5%) of the employee’s current base pay.

While not all-inclusive, examples of these Lieutenant assignments where Management Incentive Pay would apply include non-patrol positions with the Professional Standards Section Commander, Chief of Staff to the Office of Chief of Police, Traffic Section Commander, Strategic Operations Section Commander, Crimes versus Person/Property Section Commander, Special Investigations Section Commander, Personnel Section Commander, Training Section Commander.

**15.10 Bi-Weekly Pay Period**

The City and the Association agree to move to bi-weekly pay as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system.

**15.11 Salary Step Advancement**

Unit members will be required to serve six (6) months at each applicable salary step before advancing to the next step.

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**SECTION 16. SEPARABILITY OF PROVISIONS**

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

**SECTION 17. PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING**

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

**SECTION 18. SCOPE OF AGREEMENT**

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

**SECTION 19. DURATION OF AGREEMENT**

Upon its adoption by the Stockton City Council, this Memorandum of Understanding shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including the 30th day of June 2025.

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**SECTION 20. MAINTENANCE OF OPERATIONS**

- (a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented thereby agrees to not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.
- (b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction, that the employee is, or has, engaged in any activity prohibited by subsection (a) of this section. The City may take other action 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 Association, the City may take such remedial action as it deems appropriate.
- (d) The Association recognizes the duty and obligation of its representatives and members to comply with the provisions toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by subsection (a) hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this Memorandum of Understanding.

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**SECTION 21. BANKRUPTCY**

Stockton Police Management Association (hereinafter “SPMA”), which is defined for the purposes of this section as including without limitation Stockton Police Management Association’s members, bargaining unit members, officials, attorneys, and affiliates, agrees that this Memorandum of Understanding shall supersede the terms of all prior Memorandums of Understanding, side letters, and any other agreements between the parties as to the subjects covered herein. SPMA further agrees that it has entered into this agreement voluntarily, and that it shall file no claims in the City’s bankruptcy case based upon the terms of any agreements that precede this Memorandum of Understanding, or based upon the negotiated terms of this agreement. Nothing herein shall limit claims based up violation of this agreement.

SPMA further agrees that it will not oppose the City’s eligibility for chapter 9 relief. SPMA agrees to support any plan of adjustment the provisions of which, as to SPMA, are consistent with this Memorandum of Understanding.

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**APPENDIX A. COLA AND MARKET ADJUSTMENTS**

Year 1- Effective 7/1/22;  
Year 2- Effective 7/1/23;  
Year 3- Effective 7/1/24

	Steps					
	1	2	3	4	5	6
<b>Police Captain</b>	11,314.50	11,893.82	12,503.18	13,144.00	13,817.72	14,524.34
COLA and MA year 1 (10%)	1,131.46	1,189.38	1,250.30	1,314.40	1,381.78	1,452.42
Year 1 - Monthly Salary	12,445.96	13,083.20	13,753.48	14,458.40	15,199.50	15,976.76
COLA and MA year 2 (4%)	497.84	523.34	550.16	578.32	607.96	639.08
Year 2 - Monthly Salary	12,943.80	13,606.54	14,303.64	15,036.72	15,807.46	16,615.84
COLA and MA year 3 (4%)	517.74	544.24	572.14	601.48	632.30	664.64
Year 3 - Monthly Salary	13,461.54	14,150.78	14,875.78	15,638.20	16,439.76	17,280.48
 <b>Police Lieutenant</b>	 9,806.86	 10,310.34	 10,838.18	 11,393.18	 11,976.78	 12,590.42
COLA and MA year 1 (10%)	980.70	1,031.06	1,083.84	1,139.32	1,197.68	1,259.04
Year 1 - Monthly Salary	10,787.56	11,341.40	11,922.02	12,532.50	13,174.46	13,849.46
COLA and MA year 2 (4%)	431.50	453.64	476.86	501.30	526.98	553.98
Year 2 - Monthly Salary	11,219.06	11,795.04	12,398.88	13,033.80	13,701.44	14,403.44
COLA and MA year 3 (4%)	448.76	471.80	495.96	521.36	548.04	576.14
Year 3 - Monthly Salary	11,667.82	12,266.84	12,894.84	13,555.16	14,249.48	14,979.58



**POLICE MANAGEMENT UNIT SUCCESSOR MOU**  
**TERM: July 1, 2022 – June 30, 2025**

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**IN WITNESS WHEREOF** this Memorandum of Understanding was ratified by a membership vote of the Association on \_\_\_\_\_, and by an affirmative vote of the Stockton City Council on \_\_\_\_\_. The parties hereto have executed this Memorandum of Understanding this \_\_\_\_ day of \_\_\_\_\_, 2022.

**Stockton Police Management Association      City of Stockton**

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Timothy Swails  
President

---

Harry Black  
City Manager

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Kyle Pierce  
Vice President

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Rosemary Rivas  
Interim Director of Human Resources

*Approved as to form:*  
Goyette & Associates, Inc.

*Approved as to form:*  
Lori M. Asuncion, City Attorney

By:

By:

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Rafael Ruano  
Labor Representative for Association

---

Marci A. Arredondo  
Deputy City Attorney

By:

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Burke Dunphy  
Negotiator for the City

ATTEST:

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Eliza Garza  
City Clerk

**FIRE UNIT SUCCESSOR MOU  
TERM: JULY 1, 2022 – JUNE 30, 2025**

**CITY OF STOCKTON**

**FIRE UNIT  
MEMORANDUM OF UNDERSTANDING**

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer employee relations of such employees.

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

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned regarding wages, hours, and other terms and conditions of employment for the period commencing July 1, 2022 and ending on June 30, 2025. This agreement shall supersede all other existing agreements on the matters set forth herein.

**FIRE UNIT SUCCESSOR MOU  
TERM: JULY 1, 2022 – JUNE 30, 2025**

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**SECTION 1. RECOGNITION**

**1.1 City Recognition**

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

**1.2 Union Recognition**

The Stockton Firefighters' Local 456 (formerly Local 1229), International Association of Firefighters, hereafter referred to as the "Union," is the recognized employee organization for the Firefighters' Unit ("Fire Unit"), certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.

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**SECTION 2. UNION RIGHTS**

**2.1 Union Membership Dues and Payroll Deductions**

- (a) In accordance with the Senate Bill (SB) 866, the parties agree to the following process for making, cancelling, or changing payroll deductions for Union Membership dues deductions.
- (b) 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 or 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 15th of the month will be processed no later than the first pay period of the second month. Example: Union notifies the City on January 15th, the deductions will be effective no later than the first full pay period in March. The parties recognize there is a lapse in time due to pay period



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processing constraints. The City will make every effort to process earlier if possible.

- (c) 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.

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

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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, 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. COMPLIANCE WITH LAWS**

**3.1 Non-Discrimination/Equal Employment**

The City and the Union agree that there shall be no discrimination of any kind on the basis of 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 Memorandum of Understanding 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 Memorandum of Understanding 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 Memorandum of Understanding shall not engage in concerted activity in violation of the MMBA.

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**SECTION 4. PROBATION**

**4.1 Purpose**

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

**4.2 Original Entrance Positions**

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

**4.3 Retention/Rejection of Probationer**

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

**4.4 Promotional Positions**

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 5. 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.

**5.1 Layoff Scope**

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

**5.2 Notice of Layoff**

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

**5.3 Precedence by Employment Status**

No 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
- (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 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.

**5.4 Employee Options**

Employees laid off shall have the following choices:

- (a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least (total service) seniority. This option shall be exercised before any other option.
- (b) Taking a voluntary demotion within the department to a classification in which the employee had prior regular status, thus displacing the employee working in that classification who has the least (total service) seniority.

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**SECTION 6. 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." 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 Association agrees to not object to the changes in duration of reemployment lists consistent with this section.

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**SECTION 7. DISCIPLINE**

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

The appointing authority may discharge, suspend, or demote any employee in the classified service provided the City Charter provisions, the 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 to the Civil Service Commission 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 8. GRIEVANCE PROCEDURES**

**8.1 Definition**

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

**8.2 Filing Deadline**

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

For purposes of filing appeals and grievances, business days include City of Stockton Office Hours according to the City-Wide calendar published each year.

**8.3 Grievance Processing**

- (a) Step 1 - Departmental Review. Any employee claiming to have a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit the grievance directly to the Union's recognized representative, the procedures set forth in Step 2, below, may be invoked.
- (b) Step 2 - Director of Human Resources Review. Any employee or official of the Union may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have twenty (20) working days in which to investigate the issues, meet with the complainant, and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph, except for the resolution of compensation complaints.
- (c) Step 3 - City Manager Review. Any grievance that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a

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statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

- (d) Step 4 - Arbitration. If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.
- (e) Effect of Decision. Decisions of arbitrators on matters properly before them shall be final and binding on the parties, except as otherwise provided herein.

#### **8.4 Scope of Arbitration**

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

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

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

#### **8.5 Other Provisions**

If the Director of Human Resources or the City Manager, in pursuance of the procedures outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute 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.

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All complaints alleging that the City is not compensating employees in accordance with the provisions of this Memorandum of Understanding 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 Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than 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 9. LEAVES**

**9.1 Vacation Leave**

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

(1) 40-hour workweek employee:

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

(2) 56-hour workweek employee:

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

(b) Maximum Vacation Accrual. Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception. Employees shall accrue vacation on a twice-monthly 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

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

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

(c) Longevity Vacation Allowance

- (1) 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 rate of pay on June 30, 2011.
- (2) Annual longevity vacation allowance accrual credited on January 1, 2011 shall be reduced by fifty percent (50%).

(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 must be scheduled per year. The four (4) shift minimum is not required to be scheduled contiguously.
- b. Any Accrued Vacation that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.

- (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 shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post separation date at

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no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

**9.2 Sick Leave**

- (a) Accrual. All regular 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.

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

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

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

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

Before an employee may be paid for the use of accrued sick leave, they shall complete and submit to the Fire Chief a signed statement, on a prescribed form, setting forth the dates and hours of absence, the exact reason, and such other information as is necessary for 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.

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

- (f) Use of Sick Leave While on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation 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 officers and members of the Department on leave for sickness shall be available by telephone or at their home for consultation with the Fire Chief or the Fire Chief's designee. Exceptions to this rule shall only be made with the permission of the attending physician and Fire Chief.

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

- (h) Return to Duty. Upon availability for return to duty, the employee shall notify the Chief's Operator, or, if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 1800

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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 CalPERS service credit at retirement based on the CalPERS contract provisions applicable to their employment.
- (j) CalPERS Service Credit for Unused Sick Leave. Employees hired on or before December 28, 2012 shall be eligible to convert up to two thousand and eighty (2,080) hours of unused sick leave not otherwise compensated for in (k) 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.

**9.3 Other Leaves with Pay**

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

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

- (b) Court Appearance. Upon approval by the Fire Chief, an employee, other than a provisional or temporary employee, shall be permitted authorized absence



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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, other than as a defendant, including necessary travel time. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. As a condition of receiving 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) On-duty employees shall return to work immediately upon release from court.
  - (5) Attendance at court or at a deposition while in an off-duty status in connection with an employee's official duties or on behalf of the City in connection with a case in which the City is a party, together with travel time, where such travel is to a location outside of San Joaquin County, shall be considered 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 and the time medically required to recuperate. Generally, a six (6) week recovery period after delivery is medically indicated.
- (d) Military Leave. An employee of the City who is a member of the National

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Guard or Naval Militia or a member of the Reserve Corps or Force of the Federal Military, Naval, or Marine Service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) calendar days in any calendar year.

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

In the case of a probationary 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.

#### **9.4 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 so approved will be charged to sick leave if verification is not received within three (3) days of the initial absence.

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The company officer should originate a "Supervisor's Report of Accident" form (Form 78).

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

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

- (c) Return to Duty. Upon availability for return to duty, employees shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 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.

## **9.5 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 to the employee the right to return to a position in the same classification or equivalent classification as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

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

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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.

**9.6 Leaves 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 the section.

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

Leaves of absence without pay on account of illness or injury, which are not job 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.

- (b) Application For and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to the Fire Chief and the City Manager. The request shall set forth the reasons for the request and all other information required for the Fire Chief or the Fire Chief's representative to evaluate the request. Leaves without pay may be canceled by the Fire Department at any time.

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**9.7 Absence Without Official Leave (AWOL)**

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

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**SECTION 10. DAYS AND HOURS OF WORK**

**10.1 Workweek**

The regularly scheduled workweek for each member of the Fire Unit assigned to fire suppression duties shall average fifty six (56) hours over a twelve (12) week period. The regularly scheduled workweek for each member of the Fire Unit assigned to work in the Department's administrative offices, the Fire Prevention Bureau, or the Division of Training shall be forty (40) hours. 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 employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

**10.2 Shift Trades**

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

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

**10.3 Staffing**

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

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**SECTION 11. OVERTIME**

**11.1 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 for hours worked in excess of one hundred and eighty-two (182) hours in a 24 day work period.
  - (2) Premium FLSA Pay. Fire unit employees on a 7(k) exemption work schedule currently receive three point one six (3.16) hours per pay period for Premium FLSA Pay to compensate for ten (10) hours of scheduled overtime between the FLSA maximum of 182 and 192 hours in a 24 day work period.
- (d) For Day Shift employees, overtime shall be paid at the rate of time and one half (1-½) 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 all actual time worked. Bereavement Leave, Jury Duty Leave, Industrial Illness or Injury Leave (4850) taken within the work period when 4850 leave begins or ends, and Sick Leave shall also count as actual time worked. Vacation leave or 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 considered as time worked for unit employees in Administrative assignments where holidays are observed only.
- (f) Notwithstanding subparagraph “e” above, effective as soon as administratively possible but no later than the second full pay period following adoption of this agreement by the City Council, vacation leave taken within the work period shall also count as actual time worked. The parties agree that the cost value

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of this modification is approximately thirty-five one-hundredths percent (0.35%) of salary for the bargaining unit. During the final year of this MOU, the parties agree to evaluate the economic and operational impacts of this change and will negotiate over modifications to or continuation of this structure as part of successor contract negotiations.

- (g) Work Out of Classification. Employees assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which the employee does not hold a permanent appointment.
- (h) 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.
- (i) Rank for Rank Relief. In providing relief, Fire Unit employees may work in a rank lower than the rank which they currently hold but may not provide relief by working in a rank above their current rank, except in extraordinary circumstances.
- (j) 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 Memorandum of Understanding 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



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City Manager will designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

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

**11.2 Compensatory Time**

- (a) Definition. As used in this section, the term Compensatory Time refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to or in excess of their normal work schedule.
- (b) Use. Such compensatory time must be taken during the same 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.
- (c) Department Policy. Compensatory time for sworn 40-hour personnel shall be provided in accordance with the Department's Policy and Procedures, Article J, Section 3B.

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**SECTION 12. HOLIDAYS**

- (a) Effective upon the first full pay period following ratification of this Memorandum of Understanding 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)
- (6) Memorial Day ..... (Last Monday in May)
- (7) Independence Day ..... (July 4)
- (8) Labor Day ..... (First Monday in September)
- (9) Columbus Day ..... (Second Monday in October)
- (10) Veterans' Day ..... (November 11)
- (11) Thanksgiving ..... (Fourth Thursday in November)
- (12) The day following Thanksgiving ..... (Fourth Friday in November)
- (13) Christmas Day ..... (December 25)
- (14) Birthday Holiday

- (b) Effective July 1, 2021, 0.41% will be 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 will be increased by 6.34%.
- (d) 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, the FLOATING holiday 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).

- (e) 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

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holiday to be taken within sixty (60) calendar days beginning on the day of the employee's birthday.

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**SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY**

**13.1 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 California Public Employees' Retirement System (CalPERS) 3% at 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 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 Memorandum of Understanding.
- (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 month period prior to the effective date of retirement. Employees who wish to select this option, shall indicate this

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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% at 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.

**13.2 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% at 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.

**13.3 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% at 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

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

**13.4 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 rank for sworn Fire Unit employees.
- (b) Employees who satisfy the educational and service requirements for an advanced education certification shall receive five percent (5%) of the top step rank for sworn Fire Unit employees.

**13.5 HAZ/MAT Assignment**

The City shall pay five percent (5%) of the top step of rank for sworn Fire Unit employees actively assigned to the HAZ/MAT response team. This section applies to a total certified and assigned complement of 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.

**13.6 Emergency Medical Technician Certification**

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

Each member shall secure EMT certification within one (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

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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 Memorandum of Understanding grievance procedures.

**13.7 Paramedic Certification**

- (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 rank.
  - (2) Paramedic Firefighter Step III: Eight and one-half percent (8.5%) above top step of current applicable rank.
  - (3) Paramedic Firefighter Step V: Nine percent (9%) above top step of current applicable rank.
  - (4) Paramedic Engineer: Six percent (6%) above Engineer top step.
  - (5) Paramedic Fire Captain: Six percent (6%) above Fire Captain top step.

**13.8 Uniform Allowance**

Employees in this unit shall receive a uniform allowance in the amount of nine hundred and fifty dollars (\$950.00). One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

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**13.9 Contagious Disease**

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

**13.10 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.

**13.11 Call-Back Pay**

An employee called back to work to assist with a multiple alarm fire or other emergency situation after they have worked a scheduled shift and have departed from the work site shall earn three (3) hours of call-back at the regular hourly rate of pay or time and one-half (1-½) of their regular rate of pay for time worked, whichever is greater.

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

**13.12 Deputy Fire Marshal Series**

- (a) Employees assigned as Deputy Fire Marshals and are designated as administrative positions shall be paid as follows:
- (1) Deputy Fire Marshal I: Two and one-half percent (2.5%) above Firefighter top step
  - (2) Deputy Fire Marshal II: Five percent (5%) above Firefighter top step
  - (3) Deputy Fire Marshal III: Seven and one-half percent (7.5%) above Firefighter top step
  - (4) Deputy Fire Marshal IV: Ten percent (10%) above Firefighter top step
  - (5) Fire Captain (FM III): Ten percent (10%) above Fire Captain top step



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**13.13 Fire/Engineer Operator**

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

**13.14 Administrative Positions**

- (a) Administrative Captain. Employees assigned as Administrative Captains shall be paid at a rate that is thirteen point three three percent (13.33%) above the amount paid to Captains assigned to fire suppression duties. Note: The FLSA rate was 3.33% so this rate is not increasing.
- (b) Administrative Firefighter. Fire Unit employees assigned as an Administrative Firefighter shall be paid at the rate of eight point three three percent (8.33%) of top step of rank of Firefighter with pay increases of two and one-half percent (2.5%) per year to a maximum of thirteen point three three percent (13.33%). 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 be paid at the rate of eight point three three percent (8.33%) of top step of rank of Firefighter/Engineer with pay increases of two and one-half percent (2.5%) per year to a maximum of thirteen point three three percent (13.33%). Note: The FLSA rate was 3.33%, so this rate is not increasing.

**13.15 Longevity Pay**

- (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.
- (b) Grandfathered Longevity Tier Two: Employees hired on or before June 30, 2011 who by July 1, 2012 have attained twenty-two (22) years of continuous employment with the City shall receive an additional eight and three-quarters percent (8.75%) of top step pay for their classification. Effective July 1, 2016, the City agrees to continue the Tier Two longevity pay for the eligible members at the 8.75% rate, rather than the previously negotiated rate of four and three-quarters (4.75%) based on the association's agreement in prior Memoranda of Understanding to redirect City HRA contributions to buy back this benefit.

**13.16 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

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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.

**13.17 CalPERS Reportability**

The City makes no representation as to whether any of the compensation or payments in this Memorandum of Understanding 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 Memorandum of Understanding is outside of the City's control.

**13.18 Lapse of Certification**

An employee receiving an add pay under Section 13 of this Memorandum of Understanding, 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 14. INSURANCE PLANS**

**14.0 Reopener Clause for Health Insurance**

The Association 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.

**14.1 Health Insurance and Related Benefits**

- (a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental, and vision plans. Each plan shall offer an Employee only, Employee plus one and Employee plus two or more dependents coverage. The City shall offer two (2) or more medical plans to regular status employees.
- (b) Eligibility. Employees shall become eligible for Medical, Dental, and Vision insurance on the first day of the month following date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one (1) employee plan (i.e., an employee and their dependent cannot be covered by more than one (1) City-offered health plan).
- (c) City Contribution Towards the Cost of Insurance Programs.
- (1) Effective July 1, 2022, the City shall contribute the following:
- a. Up to \$697 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
  - b. Up to \$1,265 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
  - c. Up to \$1,685 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.
- (2) Effective July 1, 2023, the City shall contribute the following:

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- a. Up to \$711 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
  - b. Up to \$1,290 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
  - c. Up to \$1,719 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.
- (3) Effective July 1, 2024, the City shall contribute the following:
- a. Up to \$725 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
  - b. Up to \$1,316 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
  - c. Up to \$1,753 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

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

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

## **14.2 Life Insurance**

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

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**14.3 Long Term Disability Insurance**

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

**14.4 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 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 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.

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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 Service rules as they may be revised in the future. Should the Internal Revenue Service later determine that these contributions are no longer permissible on a pre-tax basis, the City shall cease deducting such amounts from employee compensation.

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

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**SECTION 15. SALARY PLAN**

**15.1 Salary Ranges**

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

**15.2 Salary Upon Appointment**

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

**15.3 Salary Equivalents**

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

**15.4 Salary Step Plan-Sworn Ranks**

- (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.
- (b) 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.)
- (c) 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

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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.
- (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 rank of Fire Captain shall be eligible for step increases upon the satisfactory completion of six (6) months' service in each step of the Fire Captain Salary range. Also, employees holding the rank of Firefighter/Engineer shall be subject to step increase intervals of one (1) year. However, the Firefighter/Engineer rank shall be limited to six (6) salary steps. Regardless of an employee's length of service, step advancements may be made upon recommendation of the department head, 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.



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- (m) Salary step increases shall be effective the first day of the pay period following appointment or revision. If the date of appointment or revision is the first day of a pay period, salary step increases shall be as of that date.
  - (n) 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 of the established wage schedule of their classifications for the period they were in the military service.

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

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the City Manager.

**15.7 Salary Step After Promotion or Demotion**

When an employee is promoted from a position in one rank to a position in a higher rank and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher rank, that employee shall be entitled to a step in the salary range of the higher rank which is at least five percent (5%) above the current base pay salary on the salary schedule of the current base pay rate the employee has been receiving, except that the new step shall not exceed the maximum salary of the higher rank. Add pays are not included in the calculation of base salary for the purposes of this section. When an employee is promoted into another bargaining unit, the new bargaining unit's salary 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 rank to which demoted.

**15.8 Salary on Reinstatement**

If a former employee is reinstated to the same position previously held or to one carrying a similar salary range, their salary shall not be higher than their salary at the

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time of their separation unless there has been an increase within the salary range.

**15.9 Salary Adjustments**

- (a) Effective July 1, 2022, all bargaining unit classifications will receive a nine point six five percent (9.65%) increase to base pay (comprised of a two percent (2%) COLA and a seven point six five percent (7.65%) Market Adjustment).
- (b) Effective July 1, 2023, all bargaining unit classifications will receive a four percent (4%) increase to base pay (comprised of a two percent (2%) COLA and a two percent (2%) Market Adjustment).
- (c) Effective July 1, 2024, all bargaining unit classifications will receive a four percent (4%) increase to base pay (comprised of a two percent (2%) COLA and a two percent (2%) Market Adjustment).

**15.10 Bi-Weekly Pay Period**

The City and the Association agree to move to bi-weekly pay period as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system.

**15.11 Lump Sum Payment**

Each employee who is employed in the bargaining unit as of January 1, 2024 will receive a five thousand (\$5,000) lump sum non-pensionable bonus (subject to all applicable withholdings) to be paid by the second scheduled payday in the same month.

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**SECTION 16. SEPARABILITY OF PROVISIONS**

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

**SECTION 17. PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING**

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

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

**SECTION 18. SCOPE OF AGREEMENT**

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

**SECTION 19. DURATION OF AGREEMENT**

All provisions of this Memorandum of Understanding shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including June 30, 2025.

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**SECTION 20. MAINTENANCE OF OPERATIONS**

- (a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this Memorandum of Understanding, through and inclusive of June 30, 2025, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing (other than informational picketing), against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment (including compliance with the request of another labor organization or bargaining unit to engage in such activity) in an attempt to induce a change in wages, hours, and other terms and conditions of employment.
- (b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction that the employee is or has engaged in any activity prohibited by subsection (a) of this section. In addition, the City may take other action that it deems appropriate.
- (c) If the City Council, by majority vote, determines to its satisfaction that subsection (a) of this section has been violated by the Union, the City may take such remedial action as it deems appropriate.
- (d) The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties.

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**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.

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**APPENDIX B. COLA and Market Adjustments**

**Year 1- Effective 7/1/22;**  
**Year 2- Effective 7/1/23;**  
**Year 3- Effective 7/1/24**

	Steps								
	1	2	3	4	5	6	7	8	9
<b>Fire Captain</b>	7,257.16	7,630.30	8,021.79	8,434.05	8,867.15	9,323.48	-	-	-
COLA and MA year 1 (9.65%)	700.32	736.32	774.10	813.89	855.68	899.72	-	-	-
Year 1 - Monthly Salary	7,957.48	8,366.62	8,795.89	9,247.94	9,722.83	10,223.20	-	-	-
COLA and MA year 2 (4%)	318.30	334.66	351.84	369.92	388.91	408.93	-	-	-
Year 2 - Monthly Salary	8,275.77	8,701.29	9,147.73	9,617.85	10,111.74	10,632.12	-	-	-
COLA and MA year 3 (4%)	331.03	348.05	365.91	384.71	404.47	425.28	-	-	-
Year 3 - Monthly Salary	8,606.81	9,049.34	9,513.64	10,002.57	10,516.21	11,057.41	-	-	-
<b>Fire Captain - Admin</b>	6,839.34	7,191.06	7,560.07	7,948.68	8,356.90	8,787.04	-	-	-
COLA and MA year 1 (9.65%)	660.00	693.94	729.55	767.05	806.44	847.95	-	-	-
Year 1 - Monthly Salary	7,499.34	7,885.00	8,289.62	8,715.73	9,163.34	9,634.99	-	-	-
COLA and MA year 2 (4%)	299.97	315.40	331.58	348.63	366.53	385.40	-	-	-
Year 2 - Monthly Salary	7,799.31	8,200.40	8,621.20	9,064.36	9,529.87	10,020.39	-	-	-
COLA and MA year 3 (4%)	311.97	328.02	344.85	362.57	381.19	400.82	-	-	-
Year 3 - Monthly Salary	8,111.28	8,528.41	8,966.05	9,426.93	9,911.07	10,421.20	-	-	-
<b>Fire Captain (22 years)</b>	7,892.16	8,297.95	8,723.68	9,172.04	9,643.02	10,139.28	-	-	-
COLA and MA year 1 (9.65%)	761.59	800.75	841.84	885.10	930.55	978.44	-	-	-
Year 1 - Monthly Salary	8,653.75	9,098.70	9,565.52	10,057.14	10,573.57	11,117.72	-	-	-
COLA and MA year 2 (4%)	346.15	363.95	382.62	402.29	422.94	444.71	-	-	-
Year 2 - Monthly Salary	8,999.90	9,462.65	9,948.14	10,459.43	10,996.51	11,562.43	-	-	-
COLA and MA year 3 (4%)	360.00	378.51	397.93	418.38	439.86	462.50	-	-	-
Year 3 - Monthly Salary	9,359.90	9,841.16	10,346.06	10,877.80	11,436.37	12,024.93	-	-	-
<b>Fire Captain (22 years) - Admin</b>	7,437.78	7,820.28	8,221.59	8,644.18	9,088.13	9,555.90	-	-	-
COLA and MA year 1 (9.65%)	717.75	754.66	793.38	834.16	877.00	922.14	-	-	-
Year 1 - Monthly Salary	8,155.53	8,574.94	9,014.97	9,478.34	9,965.13	10,478.04	-	-	-
COLA and MA year 2 (4%)	326.22	343.00	360.60	379.13	398.61	419.12	-	-	-
Year 2 - Monthly Salary	8,481.75	8,917.93	9,375.57	9,857.48	10,363.74	10,897.17	-	-	-
COLA and MA year 3 (4%)	339.27	356.72	375.02	394.30	414.55	435.89	-	-	-
Year 3 - Monthly Salary	8,821.02	9,274.65	9,750.60	10,251.78	10,778.29	11,333.05	-	-	-

**FIRE UNIT SUCCESSOR MOU**  
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<b>Fire Fighter</b>	4,772.67	5,018.13	5,276.35	5,547.28	5,833.26	6,133.15	6,448.09	6,779.23	7,127.75
COLA and MA year 1 (9.65%)	460.56	484.25	509.17	535.31	562.91	591.85	622.24	654.20	687.83
Year 1 - Monthly Salary	5,233.23	5,502.38	5,785.52	6,082.59	6,396.17	6,725.00	7,070.33	7,433.43	7,815.58
COLA and MA year 2 (4%)	209.33	220.10	231.42	243.30	255.85	269.00	282.81	297.34	312.62
Year 2 - Monthly Salary	5,442.56	5,722.47	6,016.94	6,325.90	6,652.02	6,994.00	7,353.14	7,730.76	8,128.20
COLA and MA year 3 (4%)	217.70	228.90	240.68	253.04	266.08	279.76	294.13	309.23	325.13
Year 3 - Monthly Salary	5,660.26	5,951.37	6,257.62	6,578.93	6,918.10	7,273.76	7,647.27	8,039.99	8,453.33
<b>Fire Fighter - Admin</b>	4,497.55	4,728.93	4,972.30	5,227.68	5,497.26	5,779.93	6,076.79	6,388.91	6,717.41
COLA and MA year 1 (9.65%)	434.01	456.34	479.83	504.47	530.49	557.76	586.41	616.53	648.23
Year 1 - Monthly Salary	4,931.56	5,185.27	5,452.13	5,732.15	6,027.75	6,337.69	6,663.20	7,005.44	7,365.64
COLA and MA year 2 (4%)	197.26	207.41	218.09	229.29	241.11	253.51	266.53	280.22	294.63
Year 2 - Monthly Salary	5,128.83	5,392.68	5,670.21	5,961.44	6,268.86	6,591.20	6,929.73	7,285.66	7,660.27
COLA and MA year 3 (4%)	205.15	215.71	226.81	238.46	250.75	263.65	277.19	291.43	306.41
Year 3 - Monthly Salary	5,333.98	5,608.39	5,897.02	6,199.89	6,519.61	6,854.85	7,206.92	7,577.08	7,966.68
<b>Fire Fighter (22 years)</b>	5,457.22	5,738.03	6,032.67	6,343.68	6,669.81	7,012.30	7,372.41	7,751.42	-
COLA and MA year 1 (9.65%)	526.62	553.72	582.15	612.17	643.64	676.69	711.44	748.01	-
Year 1 - Monthly Salary	5,983.84	6,291.75	6,614.82	6,955.85	7,313.45	7,688.99	8,083.85	8,499.43	-
COLA and MA year 2 (4%)	239.35	251.67	264.59	278.23	292.54	307.56	323.35	339.98	-
Year 2 - Monthly Salary	6,223.20	6,543.42	6,879.42	7,234.08	7,605.98	7,996.55	8,407.20	8,839.41	-
COLA and MA year 3 (4%)	248.93	261.74	275.18	289.36	304.24	319.86	336.29	353.58	-
Year 3 - Monthly Salary	6,472.12	6,805.16	7,154.59	7,523.44	7,910.22	8,316.41	8,743.49	9,192.99	-
<b>Fire Fighter (22 years) - Admin</b>	5,142.71	5,407.38	5,684.42	5,978.27	6,285.68	6,608.51	6,947.94	7,305.18	-
COLA and MA year 1 (9.65%)	496.27	521.81	548.55	576.90	606.57	637.72	670.48	704.95	-
Year 1 - Monthly Salary	5,638.98	5,929.19	6,232.97	6,555.17	6,892.25	7,246.23	7,618.42	8,010.13	-
COLA and MA year 2 (4%)	225.56	237.17	249.32	262.21	275.69	289.85	304.74	320.41	-
Year 2 - Monthly Salary	5,864.54	6,166.36	6,482.29	6,817.38	7,167.94	7,536.08	7,923.15	8,330.54	-
COLA and MA year 3 (4%)	234.58	246.65	259.29	272.70	286.72	301.44	316.93	333.22	-
Year 3 - Monthly Salary	6,099.12	6,413.01	6,741.58	7,090.08	7,454.66	7,837.52	8,240.08	8,663.76	-
<b>Fire Fighter Engineer</b>	6,355.55	6,681.67	7,026.03	7,386.21	7,765.86	8,164.98	-	-	-
COLA and MA year 1 (9.65%)	613.31	644.78	678.01	712.77	749.41	787.92	-	-	-
Year 1 - Monthly Salary	6,968.86	7,326.45	7,704.04	8,098.98	8,515.27	8,952.90	-	-	-
COLA and MA year 2 (4%)	278.75	293.06	308.16	323.96	340.61	358.12	-	-	-
Year 2 - Monthly Salary	7,247.61	7,619.51	8,012.20	8,422.94	8,855.88	9,311.02	-	-	-
COLA and MA year 3 (4%)	289.90	304.78	320.49	336.92	354.24	372.44	-	-	-
Year 3 - Monthly Salary	7,537.52	7,924.29	8,332.69	8,759.86	9,210.11	9,683.46	-	-	-

**FIRE UNIT SUCCESSOR MOU**  
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<b>Fire Fighter Engineer - Admin</b>	5,989.48	6,296.89	6,621.48	6,960.99	7,318.84	7,694.81	-	-	-
COLA and MA year 1 (9.65%)	577.98	607.65	638.97	671.74	706.27	742.55	-	-	-
Year 1 - Monthly Salary	6,567.46	6,904.54	7,260.45	7,632.73	8,025.11	8,437.36	-	-	-
COLA and MA year 2 (4%)	262.70	276.18	290.42	305.31	321.00	337.49	-	-	-
Year 2 - Monthly Salary	6,830.16	7,180.72	7,550.87	7,938.03	8,346.11	8,774.85	-	-	-
COLA and MA year 3 (4%)	273.21	287.23	302.03	317.52	333.84	350.99	-	-	-
Year 3 - Monthly Salary	7,103.37	7,467.95	7,852.91	8,255.56	8,679.96	9,125.85	-	-	-
<b>Fire Fighter Engineer (22 years)</b>	6,911.65	7,266.30	7,640.82	8,032.50	8,445.37	8,879.42	-	-	-
COLA and MA year 1 (9.65%)	666.97	701.20	737.34	775.14	814.98	856.86	-	-	-
Year 1 - Monthly Salary	7,578.62	7,967.50	8,378.16	8,807.64	9,260.35	9,736.28	-	-	-
COLA and MA year 2 (4%)	303.14	318.70	335.13	352.31	370.41	389.45	-	-	-
Year 2 - Monthly Salary	7,881.77	8,286.20	8,713.29	9,159.94	9,630.76	10,125.74	-	-	-
COLA and MA year 3 (4%)	315.27	331.45	348.53	366.40	385.23	405.03	-	-	-
Year 3 - Monthly Salary	8,197.04	8,617.65	9,061.82	9,526.34	10,015.99	10,530.76	-	-	-
<b>Fire Fighter Engineer (22 years) - Admin</b>	6,513.56	6,847.87	7,200.86	7,570.07	7,959.23	8,368.11	-	-	-
COLA and MA year 1 (9.65%)	628.56	660.82	694.88	730.51	768.07	807.52	-	-	-
Year 1 - Monthly Salary	7,142.12	7,508.69	7,895.74	8,300.58	8,727.30	9,175.63	-	-	-
COLA and MA year 2 (4%)	285.68	300.35	315.83	332.02	349.09	367.03	-	-	-
Year 2 - Monthly Salary	7,427.80	7,809.04	8,211.57	8,632.61	9,076.39	9,542.66	-	-	-
COLA and MA year 3 (4%)	297.11	312.36	328.46	345.30	363.06	381.71	-	-	-
Year 3 - Monthly Salary	7,724.92	8,121.40	8,540.04	8,977.91	9,439.44	9,924.36	-	-	-
<b>Fire Fighter Trainee</b>	4,772.67	-	-	-	-	-	-	-	-
COLA and MA year 1 (9.65%)	460.56	-	-	-	-	-	-	-	-
Year 1 - Monthly Salary	5,233.23	-	-	-	-	-	-	-	-
COLA and MA year 2 (4%)	209.33	-	-	-	-	-	-	-	-
Year 2 - Monthly Salary	5,442.56	-	-	-	-	-	-	-	-
COLA and MA year 3 (4%)	217.70	-	-	-	-	-	-	-	-
Year 3 - Monthly Salary	5,660.26	-	-	-	-	-	-	-	-



**FIRE UNIT SUCCESSOR MOU  
TERM: JULY 1, 2022 – JUNE 30, 2025**

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and by an affirmative vote of the Stockton City Council on \_\_\_\_\_. The parties hereto have executed this Memorandum of Understanding this \_\_\_\_\_ day of \_\_\_\_\_, 2022 .

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

**City of Stockton**

\_\_\_\_\_  
**MARIO GARDEA**  
President

\_\_\_\_\_  
**HARRY BLACK**  
City Manager

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

\_\_\_\_\_  
**SCOTT WATKINS**  
Fire Unit Representative

\_\_\_\_\_  
**ROSEMARY RIVAS**  
Interim Director of Human Resources

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

*Approved as to form:*  
**LORI M. ASUNCION, City Attorney**

By:

By:

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

\_\_\_\_\_  
**MARCI A. ARREDONDO**  
Deputy City Attorney

By:

\_\_\_\_\_  
**BURKE DUNPHY**  
Negotiator for the City

ATTEST:

\_\_\_\_\_  
**ELIZA GARZA**  
City Clerk

**FIRE MANAGEMENT UNIT SUCCESSOR MOU  
TERM: JULY 1, 2022 – JUNE 30, 2025**

**CITY OF STOCKTON**

**FIRE SERVICES MANAGEMENT UNIT  
MEMORANDUM OF UNDERSTANDING**

The Stockton Firefighters' Local 456, International Association of Firefighters and representatives of the City of Stockton have met and conferred in good faith regarding wages, hours and other terms of conditions of employment for employees in the representation unit identified in Section 1 of this Memorandum of Understanding, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

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

This Memorandum of Understanding shall be presented to the Stockton City Council as the joint recommendations of the undersigned regarding wages, hours and other terms and conditions of employment for the period commencing July 1, 2022, and ending on June 30, 2025. This agreement shall supersede all other existing agreements on the matters set forth herein.

**FIRE MANAGEMENT UNIT SUCCESSOR MOU  
TERM: JULY 1, 2022 – JUNE 30, 2025**

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**FIRE MANAGEMENT UNIT SUCCESSOR MOU  
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**SECTION 1. RECOGNITION**

**1.1 City Recognition**

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

**1.2 Union Recognition**

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

**FIRE MANAGEMENT UNIT SUCCESSOR MOU  
TERM: JULY 1, 2022 – JUNE 30, 2025**

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**SECTION 2. UNION SECURITY**

**2.1 Union Membership Dues and Payroll Deductions**

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

**FIRE MANAGEMENT UNIT SUCCESSOR MOU**  
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if possible.

- (a) 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.

In cases of emergency which constitute an imminent threat to the City's financial and/or other resources, the City may immediately implement any emergency measures the City deems necessary to prevent the public business and/or the City's operations from being financially or otherwise impaired and deal with the emergency at hand. At the earliest practicable date thereafter, the Union shall be provided with



**FIRE MANAGEMENT UNIT SUCCESSOR MOU**  
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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 the Assembly Bill (AB) 119, the City shall provide the Union i) not less than ten (10) days' notice in advance of the new hire employee orientation, and ii) within thirty (30) days of hire or by the first pay period of the month following hire a list containing the following information on file from the City's Human Resources database system:

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

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

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**SECTION 3. 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.

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**SECTION 4. PROBATION**

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

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**SECTION 5. 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.

**5.1 Layoff Scope**

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

**5.2 Notice of Layoff**

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

**5.3 Precedence by Employment Status**

No 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

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

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

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

**5.4 Employee Options**

Employees laid off shall have the following choices:

- (a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least (total service) seniority. This option shall be exercised before any other option.
- (b) Taking a voluntary demotion within the department to a classification in which the employee had prior regular status, thus displacing the employee working in that classification who has the least (total service) seniority.

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**SECTION 6. REEMPLOYMENT**

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

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

The reemployment list for any class shall be established by a Civil Service resolution, as needed. The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means "last laid off, first rehired." An employee who waives reemployment three (3) times shall have their name removed from the reemployment list, unless mutually agreed to by the Department and the employee.

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

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**SECTION 7. DISCIPLINE**

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

The appointing authority may discharge, suspend, or demote any employee in the classified service provided the City Charter provisions, the 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 to the Civil Service Commission 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 8. GRIEVANCE PROCEDURES**

**8.1 Definition**

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

**8.2 Filing Deadline**

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

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

**8.3 Grievance Processing**

- (a) Step 1 - Departmental Review. Any employee claiming to have a grievance may discuss the matter with such management official as the Fire Chief may designate. If the issue is not resolved by the Department within seven (7) working days from the day of presentation, or if the employee elects to submit the grievance directly to the Union's recognized representative, the procedures set forth in Step 2, below, may be invoked.
- (b) Step 2 - Director of Human Resources Review. Any employee or official of the Union may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have twenty (20) working days in which to investigate the issues, meet with the complainant, and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two (2) paragraphs which has not first been filed and investigated in accordance with this paragraph, except for the resolution of compensation complaints.
- (c) Step 3 - City Manager Review. Any grievance that has not been resolved by the procedures set forth above may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in



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writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative, who shall not be the Director of Human Resources, to investigate the merits of the complaint, to meet with the complainant, and, if the complainant is not the Union, to meet also with the officials of the Union to settle the grievance or to make recommendations to the City Manager.

- (d) Step 4 - Arbitration. If the grievance is not resolved at Step 3, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The fees and expenses of the arbitrator and a court reporter shall be shared equally by both parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.
- (e) Effect of Decision. Decisions of arbitrators on matters properly before them shall be final and binding on the parties, except as otherwise provided herein.

#### **8.4 Scope of Arbitration**

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

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

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

#### **8.5 Other Provisions**

If the Director of Human Resources or the City Manager, in pursuance of the procedures outlined above, resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the

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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 Memorandum of Understanding 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 Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than one-hundred and eighty (180) days from the date upon which the complaint was filed.

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

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

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

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

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**SECTION 9. LEAVES**

**9.1 Vacation Leave**

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

(1) 40-hour workweek employee:

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

(2) 56-hour workweek employee:

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

Employees shall accrue vacation leave on a per pay period basis.

(b) Maximum Vacation Accrual. Effective June 30, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation leave until they are below the caps listed here. No vacation leave may be added to sick leave balances.

(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

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

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

(c) Longevity Vacation Allowance

- (1) 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 rate of pay on June 30, 2011.
- (2) Annual longevity vacation allowance accrual credited on January 1, 2011 shall be reduced by fifty percent (50%).

(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 must be scheduled per year. The four (4) shift minimum is not required to be scheduled continuously and may be split into two (2) separate vacation periods of a minimum of two (2) consecutive shifts each.
  - b. Any Accrued Vacation that is not scheduled contiguous with the required four (4) shifts will be scheduled by mutual agreement of the employee and the Fire Chief.

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- (e) Vacation Allowance for Separated Employees. Employees separating from City service for any reason who have unused vacation leave shall be paid for such vacation time up to the effective date of the last day of employment with the City. Payment for unused vacation shall be made at the final rate of pay. Payment for the unused vacation hours shall be paid post separation date at no later than the second regularly scheduled pay period pay date following separation. Prior to separation from City service, the City does not provide to employees any vacation cash out or sell back for accrued but unused vacation hours.

**9.2 Sick Leave**

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

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

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

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- (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 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 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.

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

- (f) Use of Sick Leave While on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation 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 officers and members of the Department on leave for sickness shall be available by telephone or at their home for consultation with the Fire Chief or the Fire Chief's designee. Exceptions to this rule shall only be made with the permission of the attending physician and Fire Chief.

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

- (h) Return to Duty. Upon availability for return to duty, the employee shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 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, all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Employees may be eligible to convert unused sick leave for CalPERS service credit at retirement based on the CalPERS contract provisions applicable to their employment.
- (j) CalPERS Service Credit for Unused Sick Leave. Employees hired on or before December 28, 2012 shall be eligible to convert up to two thousand and eighty (2080) hours of unused sick leave not otherwise compensated for in (k) 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 (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 to separating employees after July 1, 2015.

**9.3 Other Leaves with Pay**

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

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mother-in-law, father-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

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

- (b) Court Appearance. Upon approval by the Fire Chief, an employee, other than a provisional or temporary employee, shall be permitted authorized absence from duty for appearance in court for jury service, in obedience to a subpoena, or by direction of proper authority in accordance with the following provisions:
- (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, other than as a defendant, including necessary travel time. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court. As a condition of receiving full pay, the employee must remit to the City, within fifteen (15) days after receipt, all fees received, except those specifically allowed for mileage and expenses. The employee shall remit such fees to the City through the employee's department head.
  - (2) On-duty employees shall return to work immediately upon release from court.
  - (3) Absences from duty will be without pay when the employee appears in private litigation to which the City is not a party.
  - (4) Notwithstanding the foregoing, attendance in court or at a deposition in connection with an employee's official duties for a case in which the City is a party, together with travel time and necessarily involved, shall not be considered in terms of actual hours spent performing those duties and paid as hours worked.
- (c) Maternity Leave. Time off from 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 and the time medically required to recuperate. Generally, a six (6) week recovery period after delivery is medically indicated.



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- (d) Military Leave. An employee of the City who is a member of the National Guard or Naval Militia or a member of the Reserve Corps or Force of the Federal Military, Naval, or Marine Service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) calendar days in any calendar year.

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

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

#### **9.4 Workers' Compensation Leave**

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

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

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

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

- (c) Return to Duty. Upon availability for return to duty, employees shall notify the Chief's Operator, or if unavailable, the shift Telecommunications Supervisor at the ECD at the earliest reasonable time, but not later than 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.

**9.5 Leaves of Absence**

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

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

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

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

Authorized absences without pay that exceed thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights,

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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.

**9.6 Leaves 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 the section.

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

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

Such a leave will be granted only after all accrued sick leave has been used and shall be substantiated by a physician's statement.

- (b) Application For and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to the Fire Chief and the City Manager. The request shall set forth the reasons for the request and all other information required for the Fire Chief or the Fire Chief's representative to evaluate the request. Leaves without pay may be canceled by the Fire Department at any time.

**9.7 Absence Without Official Leave (AWOL)**

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

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**SECTION 10. DAYS AND HOURS OF WORK**

**10.1 Workweek**

Except in cases of conflagration, flood, or similar emergency, the basic workweek of any member of this unit shall not be more than fifty-six (56) hours per week, averaged over a twelve (12) week period. All working shifts will commence at 0800 hours, with the exception of the employees assigned to work in the Fire Department's Administration Offices, Fire Prevention Bureau employees, and Division of Training employees, whose hours shall be determined by the Fire Chief.

**10.2 Shift Trades**

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

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

**10.3 Staffing**

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

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**SECTION 11. OVERTIME**

**11.1 Overtime Authorization**

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

**11.2 Fair Labor Standards Act (FLSA) Agreement**

- (a) “24-hour shift employees” means fire suppression employees assigned to a Section 7(k) exemption FLSA work schedule.
- (b) “Day shift employees” means Fire Management Unit employees assigned to work a conventional 40-hour workweek, such as a Monday through Friday 5/8 work schedule, a 9/80 work schedule, and/or a 4/10 work schedule (e.g. fire prevention, training division, etc.).
- (c) 24-hour Shift Employees.
  - (1) Employees currently assigned to a twenty-four (24) day work period will be paid overtime rate for hours worked in excess of one-hundred and eighty-two (182) hours in a 24 day work period.
  - (2) Premium FLSA Pay. Fire unit employees on a 7(k) exemption work schedule currently receive three point one six (3.16) hours per pay period for Premium FLSA Pay to compensate for ten (10) hours of scheduled overtime between the FLSA maximum of 182 and 192 hours in a 24 day work period.
- (d) For Day Shift employees, overtime shall be paid at the rate of time and one half (1-½) 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 all actual time worked. Sick Leave, Bereavement Leave, Industrial Illness or Injury Leave (4850) taken within the work period 4850 leave begins or ends, and Jury Duty Leave shall also count as actual time worked. Vacation Leave, or 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 considered as time worked for unit employees in Administrative assignments where holidays are observed only.

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**11.3 Compensatory Time**

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

**11.4 Fair Labor Standards Act**

The City and the Union shall cooperate with each other to promptly resolve any issue that may arise during the term of this Memorandum of Understanding regarding compliance with the Fair Labor Standards Act. Any dispute which involves the interpretation or application of the Fair Labor Standards Act may be referred to the City Manager by the complaining party or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issue(s) involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

- (a) Work Out of Classification. Employees assigned to work overtime in a position or classification other than the position or classification to which they are 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.

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

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**SECTION 12. HOLIDAYS**

- (a) Effective upon the first full pay period following ratification of this Memorandum of Understanding by the Fire Management 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 Years Day	(January 1)
(2)	Martin Luther King's Birthday	(Third Monday in January)
(3)	Lincoln's Birthday	(Second Monday in February)
(4)	Washington's Birthday	(Third Monday in February)
(5)	Cesar Chavez Day	(March 31-FLOATING)
(6)	Memorial Day	(Last Monday in May)
(7)	Independence Day	(July 4)
(8)	Labor Day	(First Monday in September)
(9)	Columbus Day	(Second Monday in October)
(10)	Veterans' Day	(November 11)
(11)	Thanksgiving	(Fourth Thursday in November)
(12)	The day following Thanksgiving	(Fourth Friday in November)
(13)	Christmas Day	(December 25)
(14)	Birthday Holiday	

- (b) Effective July 1, 2021, 0.41% will be added to the suppression classifications on the salary schedule for the Birthday Holiday.
- (c) Effective August 1, 2011, the differential for Administrative Positions in this unit in Section 13.12 will be increased by 6.34%.
- (d) 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, the FLOATING holiday 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).

- (e) 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



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holiday to be taken within sixty (60) calendar days, beginning on the day of the employee's birthday.

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**SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE SALARY**

**13.1 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 California Public Employees' Retirement System (CalPERS) 3% at 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 2,080 hours (Government Codes Section 20965), Survivor Benefit Level 4 (Government Section 21574), Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code Section 21635), Continuation of Death Benefits After Remarriage (Government Code Section 21551), and Military Service Credit as Public Service and for Retired Person at the employees' expense (Government Code Sections 21024 and 21027).
  - (2) The City shall continue providing such other CalPERS benefits as set forth in the City's contract with CalPERS as of the date of the execution of this Memorandum of Understanding.
- (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 month period prior to the effective

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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% at 50 local safety pension formula plan by contributing nine percent (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by CalPERS towards the employer's share of cost for CalPERS pension on a pre-tax basis. If CalPERS determines that the maximum contribution through a CalPERS Section 20516 amendment is less than the nine percent (9%) and/or some or all of the contributions sunset at a specific time in the future, the parties agree that the City shall deduct the percentage up to nine percent (9%) not covered by the CalPERS amendment process through a payroll deduction. If during the term of this agreement legislation is enacted and becomes effective during the term of this agreement requiring employees under the CalPERS retirement system to pay all or part of the employees 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.

**13.2 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% at 55 local safety pension formula based on the three (3) year final compensation period and no optional or enhanced benefits except for statutorily required enhancements. Employees shall continue contributing nine percent (9%) on a pre-tax basis toward the employee contribution for the pension benefits and are not subject to the Government Code Section 20516 Cost Sharing provision in Section 13.1(e) above.

**13.3 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% at 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.

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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.

**13.4 Uniform Allowance**

Effective after adoption of this Memorandum of Understanding, employees in this unit shall receive a uniform allowance in the amount of nine hundred and fifty dollars (\$950.00). One-half (1/2) of the annual value of uniform allowance shall be paid to eligible employees during the months of April and October.

**13.5 Education Incentive Pay**

- (a) Employees who satisfy the education and service requirements for an intermediate education certification shall receive three percent (3%) of the top step of the employee’s rank.
- (b) Employees who satisfy the education and service requirements for an advanced education certification shall receive five percent (5%) of the top step of the employee’s rank.

**13.6 Emergency Medical Technician Certification**

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

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

Each member shall secure EMT certification within one year of commencement of employment and maintain that certification throughout 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 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

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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 pay grade until EMT re-certification is achieved.

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

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

**13.7 Mileage Reimbursement for Private Vehicle Use**

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

**13.8 Longevity Pay**

- (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.
- (b) Grandfathered Longevity Tier Two: Employees hired on or before June 30, 2011 who by July 1, 2012 have attained twenty-two (22) years of continuous employment with the City shall receive an additional one point six three percent (1.63%) of top step pay for their classification.

**13.9 Contagious Disease**

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

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**13.10 Specialty Assignment Pay**

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

**13.11 Acting Pay**

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

**13.12 Call-Back Pay**

An employee called back to work to assist with a multiple alarm fire or other emergency situation after they have worked a scheduled shift and have departed from the work site shall earn three (3) hours of call-back at the regular hourly rate of pay or time and one-half (1-½) of their regular rate of pay for time worked, whichever is greater.

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

**13.13 Paramedic Certificate Pay**

- (a) The City shall compensate Battalion Chiefs who are San Joaquin County licensed and accredited Paramedics three percent (3%) of top salary step of rank.
- (b) Continuing Education for Paramedics. Upon prior approval of the Fire Chief, the City will compensate members of the Fire Management unit at their straight time rate for time spent, in an off-duty status, in continuing education necessary to maintain their certification, up to twenty-four (24) hours or less in a two (2) year certification period.
- (c) Administrative Captains that maintain a paramedic license and are assigned by the Chief to work on the line as a paramedic shall receive paramedic

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incentive pay.

- (d) Administrative Firefighters and Administrative Engineers that maintain a paramedic license and are able to work on the line as a paramedic shall receive paramedic incentive pay.

**13.14 Wellness-Fitness Program**

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

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

**13.15 CalPERS Reportability**

The City makes no representation as to whether any of the compensation or payments in this Memorandum of Understanding 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 Memorandum of Understanding is outside the City's control.

**13.16 Lapse of Certification**

An employee receiving an add pay under Section 13 of this Memorandum of Understanding, 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 14. INSURANCE PLANS**

**14.0 Reopener Clause for Health Insurance**

The Association 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.

**14.1 Health Insurance and Related Benefits**

- (a) Choice of Health Plans. Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental, and vision plans. Each plan shall offer an Employee only, Employee plus one (1) and Employee plus two (2) or more dependents coverage. The City shall offer two (2) or more medical plans to regular status employees.
- (b) Eligibility. Employees shall become eligible for medical, dental, and vision insurance on the first day of the month following date of hire. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one (1) employee plan (i.e., an employee and their dependent cannot be covered by more than one (1) City-offered health plan).
- (c) City Contribution Towards the Cost of Insurance Programs.
  - (1) Effective July 1, 2022, the City shall contribute the following:
    - a. Up to \$697 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
    - b. Up to \$1,265 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
    - c. Up to \$1,685 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.
  - (2) Effective July 1, 2023, City shall contribute the following:



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- a. Up to \$711 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
  - b. Up to \$1,290 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
  - c. Up to \$1,719 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.
- (3) Effective July 1, 2024, City shall contribute the following:
- a. Up to \$725 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
  - b. Up to \$1,316 per month toward the cost of the monthly premium for employee plus one (1) dependent medical/dental/vision plan coverage.
  - c. Up to \$1,753 per month toward the cost of the monthly premium for employee plus two (2) or more dependents medical/dental/vision plan coverage.

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

**14.2. Long Term Disability Insurance**

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

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**14.3. Life Insurance**

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

**14.4. Retiree Medical Trust**

The City acknowledges the Union's intent to participate in a Retiree Medical Trust (hereinafter the "Trust") for the benefit of current and future Fire Management Unit members. The City agrees to cooperate with the Union to facilitate payroll deductions from Fire Management Unit members to be contributed to the Trust.

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

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

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

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

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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 Service rules as they may be revised in the future. Should the Internal Revenue Service later determine that these contributions are no longer permissible on a pre-tax basis, the City shall cease deducting such amounts from employee compensation.

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

**14.5 Survivors' Medical Benefit**

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

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

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**SECTION 15. SALARY PLAN**

**15.1 Salary Ranges**

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

**15.2 Salary Upon Appointment**

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

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

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

Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.

**15.3 Salary Equivalents**

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

**15.4 Salary Step After Military Leave**

Upon returning to City service, all employees who have been granted military leave shall be entitled to the automatic salary advancements within the range/scale of the established salary range for their classifications for the period they were in the military service.

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**15.5 Salary Step When Salary Range is Increased**

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the City Manager.

**15.6. Salary Step After Promotion or Demotion**

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

**15.7 Salary on Reinstatement**

If a former employee is reinstated to the same position previously held or to one carrying a similar salary range, 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.

**15.8 Salary Adjustments**

- (a) Effective July 1, 2022, all bargaining unit classifications will receive a ten percent (10%) increase to base pay (comprised of a two percent (2%) COLA and an eight percent (8%) Market Adjustment).
- (b) Effective July 1, 2023, all bargaining unit classifications will receive a four percent (4%) increase to base pay (comprised of a two percent (2%) COLA and a two percent (2%) Market Adjustment).
- (c) Effective July 1, 2024, all bargaining unit classifications will receive a four percent (4%) increase to base pay (comprised of a two percent (2%) COLA and a two percent (2%) Market Adjustment).

**FIRE MANAGEMENT UNIT SUCCESSOR MOU**  
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**15.9 Bi-Weekly Pay Period**

The City and the Association agree to move to a bi-weekly pay period as soon as it is administratively possible within the City. The parties understand that this may not be administratively possible until the City implements a new payroll system.

**15.10. Lump Sum Payment**

Each employee who is employed in the bargaining unit as of January 1, 2024 will receive a five thousand (\$5,000) lump sum non-pensionable bonus (subject to all applicable withholdings) to be paid by the second scheduled payday in the same month.

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**SECTION 16. SEPARABILITY OF PROVISIONS**

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

**SECTION 17. PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING**

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

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

**SECTION 18. SCOPE OF AGREEMENT**

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

**SECTION 19. DURATION OF AGREEMENT**

Upon its adoption by the Stockton City Council, this Memorandum of Understanding shall be effective as of the date of execution unless otherwise indicated herein, and shall remain in full force and effect up to and including the 30th day of June 2025.

**SECTION 20. MAINTENANCE OF OPERATIONS**

- (a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Union and each employee represented thereby agrees that from the date of execution of this Memorandum of Understanding, through and inclusive of June 30, 2025, the Union or any person acting on its behalf, or each employee in a classification represented by the Union, shall not cause, authorize, engage in, encourage, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing (other than informational picketing) against the City, the individual or concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment (including compliance with the request of another labor organization or bargaining

**FIRE MANAGEMENT UNIT SUCCESSOR MOU**  
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- unit to engage in such activity) in an attempt to induce a change in wages, hours, and other terms and conditions of employment.
- (b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction that the employee is or has been engaging in any activity prohibited by subsection (a) of this section. In addition, the City may take other action that it deems appropriate.
  - (c) If the City Council, by majority vote, determines to its satisfaction that subsection (a) of this section has been violated by the Union, the City may take such remedial action as it deems appropriate.
  - (d) The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event any activity prohibited by subsection (a) occurs, the Union agrees to take any and all steps necessary to assure compliance with this Memorandum of Understanding.



**FIRE MANAGEMENT UNIT SUCCESSOR MOU  
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IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on \_\_\_\_\_, day of \_\_\_\_\_, 2022 , and by an affirmative vote of the Stockton City Council on \_\_\_\_\_, 2022 . The parties hereto have executed this Memorandum of Understanding this \_\_\_\_\_ day of \_\_\_\_\_, 2022 .

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

**City of Stockton**

\_\_\_\_\_  
**MARIO GARDEA**  
President

\_\_\_\_\_  
**HARRY BLACK**  
City Manager

\_\_\_\_\_  
**MATT KNIERIM**  
Fire Management Representative

\_\_\_\_\_  
**ROSEMARY RIVAS**  
Interim Director of Human Resources

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

*Approved as to form:*  
**LORI M. ASUNCION, City Attorney**

By:

By:

\_\_\_\_\_  
**TIMOTHY K. TALBOT**  
Attorney for the Association

\_\_\_\_\_  
**MARCI A. ARREDONDO**  
Deputy City Attorney

By:

\_\_\_\_\_  
**BURKE DUNPHY**  
Negotiator for the City

ATTEST:

\_\_\_\_\_  
**ELIZA GARZA**  
City Clerk

**FIRE MANAGEMENT UNIT SUCCESSOR MOU  
TERM: JULY 1, 2022 – JUNE 30, 2025**

**APPENDIX A. COLA AND MARKET ADJUSTMENTS**

**Year 1- Effective 7/1/22;  
Year 2- Effective 7/1/23;  
Year 3- Effective 7/1/24**

	<b>Steps</b>					
	1	2	3	4	5	6
<b>Fire Battalion Chief</b>	9,223.50	9,697.42	10,194.53	10,718.68	11,268.59	11,848.12
COLA and MA year 1 (10%)	922.35	969.74	1,019.45	1,071.87	1,126.86	1,184.81
Year 1 - Monthly Salary	10,145.85	10,667.16	11,213.98	11,790.55	12,395.45	13,032.93
COLA and MA year 2 (4%)	405.83	426.69	448.56	471.62	495.82	521.32
Year 2 - Monthly Salary	10,551.68	11,093.85	11,662.54	12,262.17	12,891.27	13,554.25
COLA and MA year 3 (4%)	422.07	443.75	466.50	490.49	515.65	542.17
Year 3 - Monthly Salary	10,973.75	11,537.60	12,129.04	12,752.66	13,406.92	14,096.42
<b>Fire Battalion Chief - Admin</b>	8,692.73	9,139.45	9,608.02	10,102.08	10,620.42	11,166.66
COLA and MA year 1 (10%)	869.27	913.95	960.80	1,010.21	1,062.04	1,116.67
Year 1 - Monthly Salary	9,562.00	10,053.40	10,568.82	11,112.29	11,682.46	12,283.33
COLA and MA year 2 (4%)	382.48	402.14	422.75	444.49	467.30	491.33
Year 2 - Monthly Salary	9,944.48	10,455.53	10,991.57	11,556.78	12,149.76	12,774.66
COLA and MA year 3 (4%)	397.78	418.22	439.66	462.27	485.99	510.99
Year 3 - Monthly Salary	10,342.26	10,873.75	11,431.24	12,019.05	12,635.75	13,285.65
<b>Fire Battalion Chief (22 years)</b>	9,373.84	9,855.50	10,360.69	10,893.40	11,452.27	12,041.24
COLA and MA year 1 (10%)	937.38	985.55	1,036.07	1,089.34	1,145.23	1,204.12
Year 1 - Monthly Salary	10,311.22	10,841.05	11,396.76	11,982.74	12,597.50	13,245.36
COLA and MA year 2 (4%)	412.45	433.64	455.87	479.31	503.90	529.81
Year 2 - Monthly Salary	10,723.67	11,274.69	11,852.63	12,462.05	13,101.40	13,775.18
COLA and MA year 3 (4%)	428.95	450.99	474.11	498.48	524.06	551.01
Year 3 - Monthly Salary	11,152.62	11,725.68	12,326.73	12,960.53	13,625.45	14,326.19
<b>Fire Battalion Chief (22 years) - Admin</b>	8,834.42	9,288.43	9,764.63	10,266.75	10,793.54	11,348.69
COLA and MA year 1 (10%)	883.44	928.84	976.46	1,026.68	1,079.35	1,134.87
Year 1 - Monthly Salary	9,717.86	10,217.27	10,741.09	11,293.43	11,872.89	12,483.56
COLA and MA year 2 (4%)	388.71	408.69	429.64	451.74	474.92	499.34
Year 2 - Monthly Salary	10,106.58	10,625.96	11,170.74	11,745.16	12,347.81	12,982.90
COLA and MA year 3 (4%)	404.26	425.04	446.83	469.81	493.91	519.32
Year 3 - Monthly Salary	10,510.84	11,051.00	11,617.57	12,214.97	12,841.72	13,502.22

## CITY OF STOCKTON

## EXHIBIT 5

## FY 2022-23 Budget Amendment for MOU Changes Effective 7/1/2022

Fund Number	Fund Name	Department	COLA and Market Increase	Overtime	Health	Total
100-000	General Fund	Police Department	5,877,291	523,604	100,776	6,501,671
100-115	General Fund - Measure A	Police Department	1,968,143	175,693	35,256	2,179,092
200-202	Measure W	Police Department	448,589	40,051	7,488	496,129
<b>Grand Total</b>			<b>8,294,024</b>	<b>739,349</b>	<b>143,520</b>	<b>9,176,892</b>

Fund Number	Fund Name	Department	Vacancy Savings
100-000	General Fund	Police Department	(472,000)
100-115	Measure A	Police Department	(160,000)
<b>Grand Total</b>			<b>(632,000)</b>