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

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

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

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

i. Payment for Unused Sick Leave for Employees Hired on or before June 30, 2011. Upon separation with ten (10) years or more of continuous service or upon termination of employment by reason of death or service or disability retirement, the employee or the employee’s estate will be paid fifty percent (50%) of the total sick leave balance as of June 30, 2011 at its current value as of June 30, 2011. Any sick leave accrued on or after July 1, 2011 shall have no cash value. This provision shall also apply for service or disability retirement. Sick leave accrued after July 1, 2011 shall be deposited into a new sick leave bank. Sick leave accrued in the new sick leave bank established on July 1, 2011 shall be depleted before sick leave is charged to the old sick leave bank that was frozen as of June 30, 2011.

j. Unused Sick Leave for Employees Hired on or After July 1, 2011

1) Employees hired on or after July 1, 2011 are not eligible for any cash out of unused sick leave and their sick leave shall not have any cash value.

2) Employees hired on or after July 1, 2011 shall be eligible for CalPERS service credit for unused sick leave at retirement based on the PERS contract provisions in effect at the time of their hire. The parties have agreed to the implementation of a new retirement tier and employees hired after the implementation of that new tier will not be eligible for unused sick leave service credit.
9.3. **Other Leaves With Pay**

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

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

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

Such absences from duty will be with full pay for each day the employee serves on the jury or testifies 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, 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.

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.

Other absences from duty for attendance at court or at depositions shall be without pay.

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

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 and paid as hours worked.

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 the job for pregnancy, childbirth, and related medical conditions will be covered as required by State and federal law and applicable City policy. Employees may use sick leave, leave without pay, annual leave, or a combination of these benefits, depending on the nature of the case and the time medically required to recuperate. Generally, a six (6) week recovery period after delivery is medically indicated.

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

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

In the case of a probationary employee having served his/her 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 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.
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Two (2) or more regular 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 his/her duties, he/she shall become entitled, regardless of his/her period of service with the City, to leave of absence, while so disabled, without loss of salary, in lieu of temporary disability payment, if any, which would be payable for the period of such disability but not exceeding one (1) year or until such earlier date as he/she is retired on permanent disability pension.

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

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

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

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

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

9.5. Leave of Absence

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

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

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

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

Authorized absence without pay that exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee is required to be absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.6. Leave of Absence Without Pay

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

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

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

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

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

9.7. Absence Without Official Leave (AWOL)

a. Denial of Leave Request or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the Department or City Manager or at the expiration of a leave shall be considered an absence without leave.

b. Voluntary Resignation. Any employee in this bargaining unit absent without leave for two (2) or more shifts in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from employment with the City.
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. (For purpose of compliance with the Fair Labor Standards Act, a work period of 204 hours in a twenty-seven (27) day cycle has been declared by the Fire Chief for suppression personnel.) 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 8:00 a.m., 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.

10.3. **Staffing Policy**

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

Except for extraordinary circumstances, the Stockton Fire Department will maintain constant and minimum staffing as follows:

a. **Engine Companies:** A minimum complement of one (1) Fire Captain, one (1) Engineer, and two (2) Firefighters.

b. At least two (2) of the employees assigned for duty to an engine company that is a paramedic engine company shall be certified paramedics ninety percent (90%) of the time.

c. **Truck Companies:** A minimum complement of one (1) Fire Captain, one (1) Engineer, and three (3) Firefighters.
Truck Company Seven: A minimum complement of one (1) Fire Captain, one (1) Engineer, and two (2) Firefighters. Effective July 1, 2008, the staffing for Truck Company Seven shall be a minimum complement of one (1) Fire Captain, one (1) Engineer, and three (3) Firefighters.

d. **Ambulance Companies:** A minimum complement of one (1) Paramedic and one (1) EMT. This shall be the minimum staffing level for a transportation unit.

e. **EMS Shift Captain:** A minimum complement of one (1) Paramedic-Captain per-shift assigned as the EMS Shift Captain and compensated an additional differential of five percent (5%) of top step Captain/Paramedic base pay. Effective July 1, 2006, this EMS Shift Captain and one (1) Firefighter position will be assigned to staff a support unit. This shall be the minimum staffing for the support unit per-shift.

Effective the opening date of Truck Company Seven, the support unit will close. The positions allocated for staffing the support unit shall be used as part of the staffing of Truck Company Seven. The EMS Shift Captain pay differential of five percent (5%) of top base step Captain/Paramedic shall discontinue upon the opening date of Truck Company Seven.

If the Stockton Fire Department should return to the ambulance transportation business, a new EMS Shift Captain position shall be created and staffed on a constant basis. The EMS Shift Captain pay differential of five percent (5%) of top base step Captain/Paramedic shall commence at that time.

f. The fire suppression staffing minimum will be reduced from sixty-four (64) to sixty-three (63) positions per shift. The Captain position formerly assigned to SP2 will be assigned to the Fire Department Office in an administrative role as determined by the Fire Chief. This position will augment the eight (8) existing Administrative Captain positions within the Department.

g. Effective January 1, 2003, the fire suppression staffing minimum will be increased from sixty-three (63) positions per-shift to sixty-four (64) positions per-shift. This increase reflects the addition of the EMS Shift Captain (EMS-2).

h. Effective July 1, 2005, the fire suppression staffing minimum will be seventy-two (72). This reflects the staffing of thirteen (13) engine companies, three (3) truck companies, one (1) two-person support unit, two (2) Battalion Chiefs, and a Chief’s Operator.
i. Effective May 1, 2006, the fire suppression staffing minimum will be seventy-four (74). This reflects the staffing of thirteen (13) engine companies, four (4) truck companies, two (2) Battalion Chiefs and a Chief’s Operator.

j. Effective July 1, 2008, the fire suppression staffing minimum will be seventy-five (75). This reflects the staffing of thirteen (13) engine companies, four (4) truck companies, two (2) Battalion Chiefs and a Chief’s Operator.

k. Three (3) of the eleven (11) Administrative Captain positions shall be filled with either a Captain or a Chief Officer provided that any Chief Officer filling a position will not be used to backfill the Battalion Chief vacancies during the normal forty (40) hours workweek — Monday through Friday, 0800-1700 hours (non-holiday). At no time shall the total number of Administrative Captain positions fall below the eleven (11) protected/represented positions; however, one of the three (3) optional positions established by this section may be filled with an unrepresented Chief Officer through July 1, 2010.

Discontinuance of the 48/96 Shift Schedule: If, at any time, the Fire Chief decides to discontinue the 48/96 Shift Schedule, the following provisions shall apply and be implemented through a method of attrition to insure that no member is negatively impacted: Two (2) of the three (3) altered/upgraded Administrative Captain positions shall be filled by Administrative Captains only. One of the Administrative Captain positions may be filled by a represented or unrepresented Chief Officer until July 10, 2010. Beyond that date, the filling of Administrative Captain positions with Chief Officers will no longer be allowed. At no time shall the total number of Administrative Captain positions fall below the eleven (11) protected/represented Captains.

The four (4) sworn Administrative Chief Officer positions, other than the Fire Chief, will be staffed on a constant basis, except when the persons occupying such positions are on leave time. In addition, with the exception of the Chief Officers, persons occupying such positions will not be used to fill line positions during their normal forty (40) hour workweek. However, the Administrative Captain positions may fill temporary vacancies in fire suppression while waiting for an eligibility list to be established, in the event one does not exist. Administrative Captains may not be used to draw down the relief pool or to backfill on a day-to-day basis, except in extraordinary circumstances.

l. The Department will continue staffing two (2) twenty-four (24) hour Battalion Chief positions on each shift.

Except for short-term absences, normally less than four (4) hours, or under circumstances as described in Section 10.3 of the Fire Services Management Memorandum of Understanding, the Department will make
every effort to maintain the above levels by filling in from the relief pool, or if the relief pool has been exhausted, by callbacks. Callbacks will be done in accordance with Department policies in existence at the time of issuance of the policy.

m. The City and the Union agree that the Letter of Understanding ("LOU") Appendix "D" entitled "CONSOLIDATED LETTER OF UNDERSTANDING SFD AMBULANCE TRANSPORTATION dated July 2005 shall be made part of and attached to this Memorandum of Understanding ("MOU") and shall be in force until December 15, 2007.
SECTION 11. OVERTIME

11.1. Definition

a. For the purpose of determining whether an employee is to be paid at the rate of time and one-half (1-1/2) for hours worked in excess of 216 hours in a twenty-seven (27) day work period, hours worked shall include all paid time as well as all time worked.

b. For Fire Prevention Bureau employees and Division of Training employees, overtime shall be paid at the rate of time and one half (1-1/2) for all hours worked in excess of forty (40) hours in a seven (7) day work period for which they are in a paid status because of the performance of work and/or the use of paid leave.

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 twenty seven (27) day work period in which it is earned and will be credited on an hour off for hour worked basis. The accrual of compensatory time and the date upon which such time will be taken must be authorized by the Fire Chief or the Fire Chief's designated representative prior to both the performance of the hours worked and the compensatory absence from duty. In the event the employee determines that he/she is unable to take accrued compensatory time during the same twenty seven (27) day work period in which it is earned, pay for such time shall be provided at straight time or time and one half (1-1/2) depending upon the number of hours worked by the employee during the work period.

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

11.3. 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 involving the interpretation or application of the Fair Labor Standards Act may be referred to the City Manager by the complaining party or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issue(s) involved in the referral together with a statement of the resolution desired. The City Manager shall
designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the dispute, meet with the complaining party, and attempt to settle the dispute. The availability of this procedure shall not be deemed to limit or foreclose the rights of an employee to seek relief in such other forums as the law provides.

The interpretation and application of the Fair Labor Standards Act with regard to the following provisions: Work Out of Classification, Training Time, Rank for Rank Relief, Continuing Education for Paramedics, and Calculation of Overtime Pay for Fire Suppression Personnel, shall be administered in accordance with the Letter of Understanding dated May 5, 1986, between the City and the Union, which states:

This is to set forth certain agreements and understandings between the Union and City, through their designated representative, as to the interpretation and application of the Fair Labor Standards Act with regard to the employees in the Fire Unit. The provisions set forth in this section shall be binding on the parties and shall remain in effect for the duration of the existing Memorandum of Understanding.

a. **Work Out of Classification**: Employees assigned to work overtime in a position or classification other than the position or classification to which they are permanently appointed will be paid overtime at the hourly rate attached to the position or classification in which they are performing such overtime work. Individual premium pay to which an employee is regularly entitled shall be included when computing overtime for work performed in a position or classification to which the employee does not hold a permanent appointment.

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

For example, a Firefighter who would normally work Tuesday and Friday (48 hours), but is sent to Asilomar for the period from Monday through Friday will be credited as though he/she worked his/her normal shifts.

c. **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.
d. Continuing Education for Paramedics. The City will compensate members of the Fire Unit at their straight time rate for time spent in continuing education necessary to maintain their certification, up to a maximum of forty-four (44) hours per calendar year.

e. Calculation of Overtime Pay for Fire Suppression Personnel. For purposes of computing overtime for Fire Unit employees pursuant to the Fair Labor Standards Act, the City will comply with Section 778.109 of the Department of Labor regulations concerning the calculation of the regular rate. Section 778.109 of the Department of Labor regulations provides that the regular hourly rate of pay of an employee is determined by dividing his/her total remuneration for employment in the applicable work period by the total number of hours actually worked by the employee in that work period for which such compensation was paid. An example of the method of calculating overtime compensation using a Fire Captain working suppression for the City would be as follows:

For illustrative purposes only assume:

$2,795 = $\text{set salary for the 27-day work period for a Captain}

216 = $\text{number of "regular hours" worked within the 27-day period}$

Regular rate is computed as follows:

$\frac{2,795}{216} = 12.94$

If hours worked = 204 through 216, the overtime rate = $\frac{1}{2} \times 12.94 = 6.47$

If hours worked are greater than 216, the overtime rate = $1 \frac{1}{2} \times 12.94 = 19.41$

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

Hours worked in excess of 216 = 24
Regular rate is $12.94 \times 1.5 = 19.41$
$19.41 \times 24 = 465.84 \text{ overtime}$

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

Hours worked in excess of 40 = 24
Regular Firefighter x 1.5 = overtime rate
Overtime rate x 24 = overtime