

The people of the City of Stockton do ordain as follows:

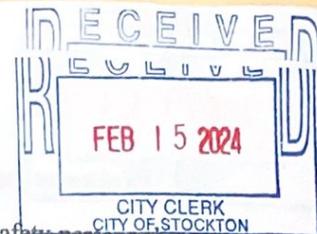
SECTION 1. Title.

This charter amendment measure shall be known and may be cited as the "Keep Stockton Safe Measure" ("Measure").

SECTION 2. Findings and Purpose.

A. Findings. The people of the City of Stockton ("City") find and declare as follows:

1. Disputes over fair compensation have historically led to police officers and firefighters having to work without a labor contract and without receiving any cost-of-living increases for extended periods of time.
2. As a result, Stockton police officer and firefighter compensation has fallen further and further behind neighboring cities. The inability of the city maintain fair compensation terms has resulted in police officer and firefighter resignations, which have eroded staffing levels.
3. Specifically, the Stockton Police Department is losing officers to nearby agencies that provide more competitive pay and benefits, and the Department has many fewer officers than it has budgeted for.
4. A fully staffed police force would improve the Stockton Police Department's ability to respond to calls for service, increase the number of officers on the streets, and help prevent burnout by overworked officers.
5. The Stockton Fire Department is also understaffed with many vacancies, with staff leaving for nearby departments with better pay and benefits.
6. These staffing shortages have required Stockton firefighters to respond to many more calls per firefighter than firefighters in other California agencies. This is leading to significant retention difficulties.
7. Understaffed Police and Fire Departments also lead to delayed response times.
8. Fair compensation is an important factor in maintaining adequate staffing, so enacting a binding dispute resolution provision in the City Charter is necessary to maintain adequate staffing.
9. The City Charter currently contains provisions allowing for mediation of certain disputes between the City and the Fire Department regarding firefighter wages, hours, and other terms and conditions of City employment, but the process is not binding on the parties. Moreover, there is currently no dispute resolution provision in the Charter for police officers.
10. This Measure therefore amends the City Charter of the City of Stockton to make disputes over compensation for sworn police officers and firefighters subject to an impasse resolution process that requires binding arbitration, which is a viable



alternative to fairly and efficiently resolve disputes regarding public safety personnel wages, hours, and other terms and conditions of City employment.

11. Under binding arbitration, a jointly selected neutral third party is responsible for determining, subject to proposals submitted by the parties, the terms and conditions of new collective bargaining agreements to govern the employment relationship. This process for resolving disputes over fair compensation for police officers and firefighters will help ensure Stockton offers a competitive compensation package that will improve and maintain staffing levels.
12. Efficient and effective dispute resolution is also needed because strikes by police and firefighters, which endanger public safety, are generally prohibited as a matter of state law. The City Charter currently contains provisions related to prohibiting firefighter strikes. The Measure retains this prohibition as part of the new Charter section pertaining to binding arbitration, and extends it to include police officers as well as firefighters.
13. By stabilizing labor relations, this Measure will improve the City's ability to retain experienced police officers and firefighters and recruit qualified new police officers and firefighters.

B. Purpose. The people of the City of Stockton declare that our purpose and intent in enacting this Measure is to address ongoing public safety concerns by improving the ability of the City of Stockton to retain its veteran public safety employees and reduce the ongoing attrition of police officers and firefighters to other agencies by making amendments to the Charter of the City of Stockton to provide for binding arbitration for sworn police and fire department employees on all matters relating to their wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of a negotiated agreement.

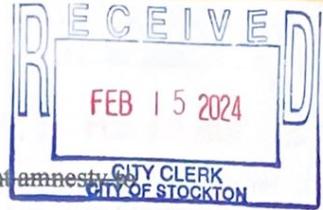
SECTION 3. Amendments to the Charter of the City of Stockton.

A. The Charter of the City of Stockton is hereby amended to repeal Section 1607 ("Impartial Mediation for Employee Disputes") of Article XVI ("Fire Department") of the Charter (deletions are indicated in ~~strikethrough~~).

~~SECTION 1607. Impartial Mediation for Employee Disputes.~~

~~—(a)— Declaration of Policy. It is hereby declared to be the policy of the City of Stockton that strikes by firefighters are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.~~

~~—(b)— Prohibition Against Strikes. If any firefighter employed by the City of Stockton willfully engages in a strike against the City, said employee shall be dismissed from his or her employment and may not be reinstated or returned to City employment except as a new~~



employee. No officer, board, council, or commission shall have the power to grant amnesty to any employee charged with engaging in a strike against the City.

~~(e) Obligation to Negotiate in Good Faith. The City, through its duly authorized representatives, shall negotiate in good faith with recognized Fire Department employee organizations on all matters relating to the wages, hours, and other terms and conditions of City employment within the scope of representation, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of a negotiated agreement.~~

~~(d) Impasse Resolution Procedures.~~

~~(1) All disputes or controversies pertaining to wages, hours, or terms and conditions of employment which remain unresolved after good faith negotiations regarding a memorandum of understanding (MOU) between the City and a Fire Department employee organization should be submitted to impartial mediation upon the declaration of an impasse by the City or by the recognized employee organization involved in the dispute.~~

~~(2) Within three (3) days after either party has notified the other, in writing, that it desires to proceed to mediation, representatives designated by the City and representatives of the recognized employee organization involved in the dispute shall request cost free mediation through the California State Mediation and Conciliation or other mutually agreeable organization. The parties may mutually agree on a private mediator or other impasse resolution process.~~

~~(3) Any mediation proceeding convened pursuant to this Article shall be conducted in conformance with State law. The parties may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the mediation process, or reduce the costs of the mediation.~~

~~(4) The cost of any mediation convened pursuant to this Article, including the fee for the services of the mediator, shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.~~

B. The Charter of the City of Stockton is hereby amended to insert the following new language into the Charter:

Article XXVIII. Impartial and Binding Arbitration for Sworn Police and Fire Department Employee Disputes

SECTION 2801 Declaration of Policy.

It is hereby declared to be the policy of the City of Stockton that maintaining effective public safety depends upon the maintenance of stable employer-employee relations and adequate staffing levels. In order to assure that effective public safety services are provided to all people



of Stockton, a method is hereby adopted for peacefully and equitably resolving disputes that might otherwise lead to reductions in law enforcement staffing levels.

Strikes by police and firefighters, which endanger public safety, are generally prohibited as a matter of state law. Consistent with state law, the people of the City of Stockton hereby declare it to also be the policy of the City that strikes by firefighters or police officers employed by the City of Stockton endanger the public health, safety, and welfare, are against public policy, and are prohibited by this Charter.

SECTION 2802 Prohibition Against Strikes.

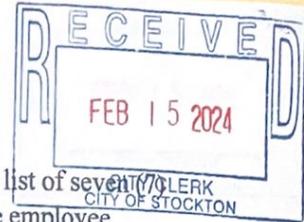
Consistent with the policy set forth in Section 2801, if any firefighter or police officer employed by the City of Stockton willfully engages in a strike against the City, said employee shall be dismissed from his or her employment and may not be reinstated or returned to City employment except as a new employee. No officer, board, council, or commission shall have the power to grant amnesty to any employee charged with engaging in a strike against the City.

SECTION 2803 Obligation to Negotiate in Good Faith.

The City, through its duly authorized representatives, shall negotiate in good faith with the recognized sworn police and fire department employee organizations on all matters relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of a negotiated agreement. Unless and until agreement is reached through negotiations between authorized representatives of the City and the recognized sworn police and fire department employee organizations, respectively, or a determination is made through the impartial arbitration procedure hereinafter provided, no existing benefit, term or condition of employment for said employees in the recognized employee organizations shall be altered, eliminated, or changed.

SECTION 2804 Impasse Resolution Procedures.

- (a) All disputes or controversies pertaining to wages, hours, or terms and conditions of employment which remain unresolved after good faith negotiations between the City and the recognized sworn police and fire employee organizations, respectively, shall be submitted to a three-member Board of Arbitrators upon the declaration of an impasse by the City or by the recognized employee organization involved in the dispute.
- (b) Representatives designated by the City and representatives of the recognized employee organization involved in the dispute shall each select and appoint one arbitrator to the Board of Arbitrators ("Arbitration Board") within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the City and the employee organization, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the City and the recognized employee organization involved in the dispute cannot agree upon the selection of the third, neutral arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, either party may then request the State Mediation and Conciliation



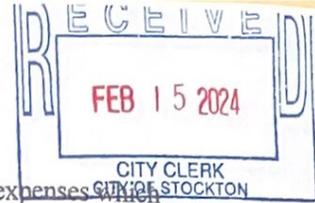
Service of the State of California Department of Industrial Relations to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the City and the employee organization cannot agree within three (3) days after receipt of such list on one of seven (7) persons to act as the neutral arbitrator, they shall alternately strike names from the list of nominees until one name remains and that person shall then become the neutral arbitrator and Chairperson of the Arbitration Board.

(c) Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure, as may be amended from time to time. The Arbitration Board shall hold public hearings, receive evidence from the parties, and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or mediate-arb issues in dispute. The Arbitration Board may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

(d) In the event no agreement is reached prior to the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the remaining issues in dispute. The Arbitration Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms to those factors traditionally taken into consideration in the determination of wages, hours, benefits, and terms and conditions of public and private employment, including, but not limited to the following: changes in the average consumer price index for goods and services; the wages, hours, benefits, and terms and conditions of employment of California state and local public employees performing similar services to the extent that such can be reasonably done, including comparable classifications in the greater metropolitan area, and in the four California cities next larger in population than Stockton and the four California cities next smaller in population than Stockton; and the financial condition of the City of Stockton and its ability to meet the costs of the decision of the Arbitration Board.

(e) After reaching a decision, the Arbitration Board shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten (10) day period the parties shall meet privately, attempt to resolve their differences, and by mutual agreement amend or modify the decision of the Arbitration Board. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board as it may be modified or amended by the parties, shall be publicly disclosed and shall be binding on the parties. The City and the employee organization shall take whatever action is necessary to carry out and effectuate the arbitration award. No other actions by the City Council or by the electorate to confirm or approve the decision of the Arbitration Board shall be permitted or required.

(f) The expenses of any arbitration proceeding convened pursuant to this Article, including the fee for the services of the chairperson of the Arbitration Board and the costs of preparation of



the transcript of the proceedings, shall be borne equally by the parties. All other expenses the parties may incur individually are to be borne by the party incurring such expenses.

SECTION 4. Internal Consistency.

It is the intent of the people of the City of Stockton that the amendments contained in Section 3 of this Measure be read and construed in full harmony with the rest of the Charter of the City of Stockton. To the extent that any provisions of the Stockton Municipal Code, or any other ordinances of the City may be inconsistent with this Measure, the provisions of this Measure shall govern.

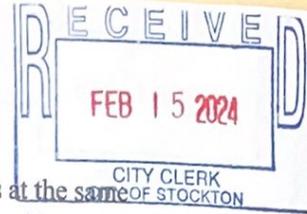
SECTION 5. Implementation.

A. This Measure is considered adopted and effective upon the earliest date legally possible after the elections official certifies the vote on the Measure by the voters of the City of Stockton. Upon approval of this Measure by the voters, the City is directed to promptly take all appropriate actions, including but not limited to taking any and all necessary administrative steps, as required by state law, to implement this Measure.

B. The Charter in effect on the date of filing of the Notice of Intent to Circulate this Measure ("Filing Date"), and the Charter as amended by this Measure, comprise an integrated, internally consistent and compatible statement of policies for the City. To ensure that the City's Charter remains an integrated, internally consistent, and compatible statement of policies for the City, any provision of any element of the Charter that is adopted between the Filing Date and the effective date of the Charter amendments adopted by this Measure shall, to the extent that such interim-enacted provision is inconsistent with or would diminish, render invalid, defeat, or impair the Charter amendments adopted by this Measure, be amended as soon as possible and in the manner and time required by state law to ensure consistency between the provisions adopted by this Measure and other elements of the Charter.

SECTION 6. Effect of Other Measures on the Same Ballot.

To ensure that the intent of the voters is not frustrated, this Measure is presented to the voters as an alternative to, and with the express intent that it will compete with or take precedence over, any and all voter measures or City-sponsored measures placed on the same ballot as this Measure and which, if approved, would regulate sworn police and fire department employee disputes in any manner whatsoever and that would frustrate the purpose and intent of this Measure (each, a "Conflicting Measure"). In the event that this Measure and one or more Conflicting Measures are adopted by the voters at the same election, then it is the voters' intent that only the measure which receives the greatest number of affirmative votes shall control in its entirety with respect to sworn police and fire department employee disputes and said other measure or measures shall be rendered void and without any legal effect with respect to such matter. If this Measure is



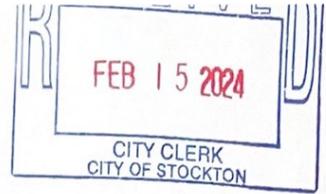
prevented from going into effect by a Conflicting Measure approved by the voters at the same election, and such Conflicting Measure is later held invalid, this Measure shall be self-executing and given full force of law. Notwithstanding the foregoing provisions of this Section, in the event that both this Measure and another measure(s) are adopted by the voters at the same election, but the two measures can be harmonized in a manner that permits this Measure to be implemented upon its adoption without imposing any additional or inconsistent requirement(s) on sworn police and fire department employee disputes, then it is the voters' intent that both the other measure and this Measure shall be given full force and effect regardless of which measure receives the greatest number of affirmative votes.

SECTION 7. Interpretation and Severability.

A. This Measure must be broadly construed in order to achieve the purposes stated above. It is the intent of the voters that the provisions of this Measure be interpreted or implemented by the City and others in a manner that broadly facilitates the purpose set forth in this Measure. Notwithstanding the foregoing, this Measure must also be interpreted to be consistent with all preemptive federal and state laws, rules, and regulations. The Myers-Milias-Brown Act (MMBA) generally governs labor-management relations in California local government, and this Measure is intended to be fully consistent with and harmonized with the MMBA to the extent required by law.

B. If, for any reason, any section, sub-section, sentence, clause, phrase, part, or portion of this Measure is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Measure. The voters declare that this Measure, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Measure is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Measure that can be given effect without the invalid application.

C. If, for any reason, any portion of this Measure is held by a court of competent jurisdiction to be invalid, we the People of the City of Stockton indicate our strong desire that: (i) the City Council use its best efforts to sustain and re-enact that portion, and (ii) the City Council implement this Measure by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Measure, including adopting or reenacting any such portion in a manner consistent with this Measure.



SECTION 8. Amendment.

The amendments to the Charter of the City of Stockton set forth in Section 3 of this Measure may be amended or repealed only by a majority of the voters of the City voting in an election held in accordance with state law.