

AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF STOCKTON AND THE
STOCKTON POLICE MANAGEMENT ASSOCIATION
Amendment to the July 1, 2012 - June 30, 2013 MOU

WHEREAS, The City of Stockton (the "City") and the Stockton Police Management Association (SPMA) are parties to a Memorandum of Understanding ("MOU") covering the period of July 1, 2012 through June 30, 2013.

WHEREAS, all other terms and conditions of the MOU including the relative appendices will remain in effect, the parties hereto agree that the following sections of the MOU are hereby amended and shall read as follows:

1.0 Term

The parties have agreed that the term of this MOU shall be extended to June 30, 2014.

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 Fiscal Year 2013/2014.

9.1 (c) Vacation Sell-back.

An employee on a forty (40) hour workweek may sell back forty (40) hours of his/her unused accumulated vacation balance after the use of scheduled vacation of forty (40) hours or more. This option may be exercised once per calendar year, except during furlough or fiscal emergency periods and during the contract term of July 1, 2013 through June 30, 2014.

13.8 Longevity Increment Pay for Grandparented Employees Only

1. 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:

- (a) 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.

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- (b) 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.
- (c) The City shall pay an additional two percent (2%) for a total of percent (4.5%), upon completion of twenty-four (24) years of continuous service as a public safety member of the Stockton Police Department.
- (d) Members of the bargaining unit promoting from the POA bargaining unit during the term of this agreement will be placed at the level of longevity appropriate to their years of service, and will be grandparented at that level.
- (e) 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 his or her contribution from P.E.R.S.

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) during Fiscal Year 2013/2014.

14.1 Health Insurance And Related Benefits

(c) Employee Medical Insurance Contribution. Effective July 1, 2013:

- (1) The City shall contribute up to \$522.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
- (2) The City shall contribute up to \$950.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.
- (3) The City shall contribute up to \$1,262.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

All other terms and conditions set forth in the MOU not specifically changed by this Amendment shall remain in full force and effect.

Amendment to the Memorandum of Understanding between the City of Stockton and
the Stockton Police Management Association

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IN WITNESS WHEREOF, this Amendment has been attested to by the City Clerk, the
City Seal affixed hereto, and the document subscribed to by the City of Stockton
Employee Relations Officer and the duly authorized Representatives for the Stockton
Police Management Association on the 7th day of June 2013.

**STOCKTON POLICE MANAGEMENT
ASSOCIATION**

By: [Signature]
Its: President

By: [Signature]
Its: Vice-President

Approved as to form:
Goyette & Associates, Inc.

By: [Signature]
Its: Legal Counsel or Labor Representative

[Signature]

**CITY OF STOCKTON, a Municipal
Corporation**

APPROVED AS TO FORM:

By: [Signature]
BOB DEIS
City Manager

By: [Signature]
TERESIA HAASE
Director of Human Resources
Employee Relations Officer

Approved as to form:

John Luebberke, City Attorney

By: [Signature]
MARCI ARREDONDO
Deputy City Attorney



ATTEST:
CLERK OF THE CITY OF STOCKTON
By: [Signature]