

**AMENDMENT TO THE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF STOCKTON AND THE  
OPERATIONS AND MAINTENANCE UNIT  
Amendment to the July 1, 2012 - June 30, 2013 MOU**

**WHEREAS**, The City of Stockton (the "City") and the Operations and Maintenance Unit 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.

1.2 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 Cash Payment Option for Vacation.

(e) An employee may elect to receive cash payment for up to a maximum of forty (40) hours of accumulated vacation hours annually except that all cash outs shall be suspended during furlough or fiscal emergency periods and during the contract term of July 1, 2013 through June 30, 2014.

13.6 Longevity Pay

Effective August 1, 2011, longevity pay shall be eliminated. However, the City shall grandfather only those employees who complete twelve (12) continuous years of service with the City as of July 1, 2012, with two and one-half percent (2.5%) of top salary step of the employee's pay range to the employee as a longevity incentive pay allowance. As of July 1, 2012, longevity incentive pay allowance for these grandfathered employees shall be reduced to one and one-half percent (1.5%).

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 and Welfare Benefits

(c) City Contribution towards the cost of insurance programs. Effective July 1, 2013:

- 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.
- 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.
- 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.

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 Operations and Maintenance Unit on the 7<sup>th</sup> day of June 2013.

**OPERATIONS AND MAINTENANCE UNIT**

Approved as to form:  
Operating Engineers' Local 3

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

**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]