

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

2012-07-24-1503 NP

WHEREAS, The City of Stockton (the "City") and the Stockton City Employees' Association (SCEA) 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.

1.1 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.

11.1 Vacation Leave.

(e) Cash Payment Option

An employee may elect to receive cash payment up to a maximum of forty (40) hours of his/her accumulated vacation balance 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.

16.0 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.

16.1 Health, Dental and Prescription 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.

APPENDIX A- Paragraph 7 (Longevity Pay)

WHEREAS, in addition, the City agrees to restore longevity pay of 1.25% for employees who had achieved twelve (12) years of service on or before July 1, 2011.

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 Stockton City Employees' Association on the 7th day of June 2013.

STOCKTON CITY EMPLOYEES' ASSOCIATION

By: *Veronica Spang*
Its: President

Approved as to form:
Rose Law, APC

By: *[Signature]*
Its: Attorney for SCEA

CITY OF STOCKTON, a Municipal Corporation

APPROVED AS TO FORM:

By: *[Signature]*
BOB DEIS
City Manager

By: *Teresa Haase*
TERESIA HAASE
Director of Human Resources
Employee Relations Officer

Approved as to form:

John Lueberke, City Attorney

By: *[Signature]*
MARCI ARREDONDO
Deputy City Attorney



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