AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF STOCKTON AND THE
STOCKTON POLICE OFFICERS' ASSOCIATION
Amendment to the July 1, 2014 – June 30, 2016 MOU

WHEREAS, the City of Stockton (the "City") and the Stockton Police Officers' Association ("SPOA") are parties to a Memorandum of Understanding ("MOU") covering the period of July 1, 2014 through June 30, 2016.

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:

11.2 <u>Compensation</u>

The following provisions pertaining to authorized statutorily required overtime work shall apply to employees whose normal work period is eight (8) hours per day and forty (40) hours per week (including 9/80 schedules), or (10) hours per day and forty (40) hours per week:

(a) Statutory overtime shall be paid on actual time worked in excess of forty (40) hours in any workweek. Such overtime shall be paid for at time and one-half (1-1/2) including employees employed on a per hour or per day basis or except as provided elsewhere herein.

(b) Hours worked shall include all actual time worked. Furlough hours taken, holiday hours taken and observed holidays where the City is closed shall be considered as time worked and those positions in this unit are not required to report to work. Sick leave, vacation, or other compensated time off shall not be considered as actual time worked.

12.2 Holiday Compensation

(b) Patrol Assignments

All regular and probationary Police Unit employees assigned to the traditional 10-plan Field Operations/Patrol shift schedule shall receive a 5% holiday in lieu add pay (equivalent to 8 hours holiday pay for each of the holidays listed in 12.1 above). This pay is in exchange for the elimination of extra holiday compensation for these positions. For Unit members required to work on an observed holiday, up to 8 of the actual hours worked on the holiday will be paid at time and one half.

These members who are permitted to take a holiday off that falls on a regularly scheduled work day shall use appropriate leave hours equivalent to the number of hours of their scheduled shift.

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 Police Officers' Association on the _____ day of _____ 2015.

For the City of Stockton:

_____
KURT WILSON
City Manager

_____
DEANNA L. SOLINA, ESQ.
Interim Director of Human Resources

Approved as to form:
John Luebberke, City Attorney

By:

_____

ATTEST:
BONNIE PAIGE
CITY CLERK

_____
BONNIE PAIGE
City Clerk

For the Stockton Police Officers Association:

_____
KATHRYN NANCE
President

_____
WILLIAM TEAGUE
Vice-President