

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MANTECA
AND
THE MANTECA PUBLIC SAFETY MANAGEMENT ASSOCIATION

July 1, ~~2023-2026~~ – June 30, ~~2026~~2029

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This Memorandum of Understanding, by and between the CITY OF MANTECA, hereinafter referred to as the "City" and the MANTECA PUBLIC SAFETY MANAGEMENT ASSOCIATION, hereinafter referred to as "Association" or "MPSMA."

I. TERM, RECOGNITION AND RIGHTS

1. TERM OF AGREEMENT

This agreement shall be effective as of July 1, ~~2023~~2026, and shall remain in full force and effect until June 30, ~~2026~~2029. During the final year of this MOU, and prior to April 1, the MPSMA shall submit a written request to begin negotiations for a successor MOU to the City.

2. INTENT AND PURPOSES

It is the purpose of this Agreement to assure the efficient and economical operation of the City, to secure and sustain maximum work effort of each employee covered by this Agreement; maintain a harmonious relationship between the employees in the bargaining unit and the City; to establish wages, hours, and working conditions; and, further, to set forth the entire Agreement between the City, and the Association, and the employees covered by this Agreement concerning wages, hours, and other conditions of employment to be observed by the parties hereto.

3. RECOGNITION AND NON-DISCRIMINATION

Recognition:

The City hereby recognizes the Association as the exclusive collective bargaining representative with respect to wages, hours of employment, and other working conditions, of all regular full-time employees of the City of Manteca as enumerated as follows:

- Police Captain (Safety)
- Police Lieutenant (Safety)
- ~~Assistant Fire Chief (Safety)~~
- Fire Marshal (Non-Safety)
- Fire Battalion Chief (Safety)
- Code Enforcement Supervisor (Non-Safety)

All job duties and assignments currently held by the above classifications shall be performed exclusively by members of this bargaining unit with the exception of a Fire Captain that can work Out of Class as a Battalion Chief for duty coverage.

Non-Discrimination:

The City and the Association agree that there will be no discrimination against any employee because of race, color, ancestry, national origin, religion, creed, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, disability (physical or mental), age (over 40), genetic information, marital status, sexual orientation, gender identity and gender expression, medical condition, and military or veteran status.

4. MANAGEMENT RIGHTS

The City retains all its exclusive rights and authority under state law (and charter) and expressly and exclusively retains its management rights, which include, but are not limited to:

- the exclusive right to determine the mission of its constituent departments, commissions, boards;
- set standards and levels of service;
- determine the procedures and standards of selection for employment and promotions;
- direct its employees;
- establish and enforce dress and grooming standards;
- determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- maintain the efficiency of governmental operations;
- determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- determine the content and intent of job classifications;
- determine methods of financing;
- determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- determine and/or change the facilities, methods, technology, means organizational structure and size and composition of;
- the work force and allocate and assign work by which the City operations are to be conducted;
- determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
- to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- establish and modify productivity and performance programs and standards;
- discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;

- establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- take all necessary actions to carry out its mission in emergencies;
- and exercise complete control and discretion over its organization and the technology of performing its work.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this Memorandum.

The City Manager and Department Managers have and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of the Memorandum.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative regulations and Employment Rules and Regulations consistent with law and the specific provisions of the Memorandum to direct its employees, to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work, and to otherwise act in the interest of efficient service to the community.

5. ASSOCIATION RIGHTS

One (1) Association representative shall be allowed to participate in meet and confer and/or grievance or discipline sessions with the City with no loss of regular pay and benefits. Reasonable notice shall be provided to the appropriate Department Heads.

The City agrees to provide the Association's negotiating team, to be comprised of no more than three (3) members, to spend the total of three (3) hours each for preparation for meet and confer sessions with the City without loss of pay or other benefits, when such preparation is necessarily conducted during said employees' regular working hours, however, said preparation shall not interfere with the carrying out of regular employment duties as defined by the appropriate Department Heads.

6. UNION SECURITY

Employees may sign up for payroll deductions of Association dues with the Association. The Association will certify to the City any new members of the Association.

City agrees to deduct dues as established by the Association and premiums for approved insurance programs from the salaries of the Association members. The sum so withheld shall be remitted by the City, without delay, directly to the Association along with a list of employees who have had such amounts deducted. Association agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members to the City.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Association Dues.

It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.

Hold Harmless: The Association shall indemnify, defend and hold harmless the City, its officers, employees and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgements and other forms of liability arising out of the application or enforcement of this section. In no event shall the City be required to pay from its own funds Association dues that the employee was obligated to pay, but failed to pay regardless of the reasons.

Any Association members, who notify the City of his/her desire to discontinue dues or otherwise withdraw from the Association membership, shall be referred back to the Association. The City agrees to continue all dues deductions until notified of a deduction change by the Association.

7. ADVANCE NOTICE

Except in cases of emergency, the MPSMA shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation, proposal or other action relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the appropriate level of City management prior to adoption.

In cases of emergency when the City determines that an ordinance, resolution, rule or regulation must be adopted immediately, without prior notice or

negotiations, the City shall provide notice and opportunity to negotiate at the earliest practicable time.

The City shall provide the MPSMA group with an advance copy of any departmental policy affecting wages, hours and working conditions prior to implementation.

II. COMPENSATION

8. SALARY

Refer to [the MPSMA Salary Matrix](#) published by the Human Resources Department for salary range and corresponding salary steps within that range.

General Salary Increases

Effective the first pay period following ratification [or July 1, 2026, whichever is later](#), all job classifications in this unit will receive a ~~two~~ [three](#) percent (~~2%~~ [3%](#)) cost of living adjustment.

Effective July 1, ~~2024~~[2027](#), all job classifications in this unit will receive a ~~two~~[three](#) percent (~~2%~~ [3%](#)) cost of living adjustment.

Effective July 1, ~~2025~~[2028](#), all job classification in this unit will receive a three percent (3%) cost of living adjustment.

~~Employees that are in this bargaining unit upon contract ratification shall receive a one-time, non-persable signing bonus of \$5,000 for fiscal year 2024 only, to be paid on the first payday following council adoption.~~

Specific Salary Increases

In addition to the salary increases set forth above, the following salary adjustments will be made during the term of this Agreement.

Effective the first full pay period following full execution of this Agreement or July 1, 2026, whichever is later:

(1) the classifications of Fire Marshal and Fire Battalion Chief will receive an additional 3% equity adjustment for a total salary increase of 6%.

(2) the classification of Police Captain will receive an additional 4% adjustment in order to alleviate compaction for a total salary increase of 7%.

Effective July 1, 2027, the classification of Police Captain will receive an additional 1.75% adjustment in order to alleviate compaction for a total salary increase of 4.75%.

Minimum Salary Compaction:

~~The total net PERSable compensation, including any cost sharing, will be reviewed to ensure salaries have a minimum 10% compaction separation from the immediate subordinates of sworn positions in this unit.~~

~~This review will occur any time there is a change in compensation of a subordinate.~~

To address concerns over compaction, Step C of each classification in this unit shall be at least 5% above the top step base pay of the classification which is immediately subordinate to it. The parties agree to meet and confer to adjust the salary matrix in the event that a classification's base pay falls below the levels established in the previous sentence.

9. STIPEND

Effective July 1, members will receive a non-PERSable stipend equal to 6% of their base salary. The 6% stipend can be cashed out or placed into a deferred compensation account. This option can occur anytime during the fiscal year. The stipend will be forfeited at separation or on June 30th each year if not cashed out or placed into a deferred compensation account.

An employee hired or promoted into the association after July 1st will receive a prorated stipend in the fiscal year in which they were hired.

In the event of an employee's death or incapacitation, the entire stipend will be disbursed to the designated beneficiary of the employee.

10. BATTALION CHIEF/~~ASSISTANT FIRE CHIEF~~ STIPEND/LONG TERM MUTUAL AID

Battalion Chiefs ~~and the Assistant Fire Chief~~ shall receive additional compensation when the following conditions exist:

- Assigned as a first responder, overhead, filling an Incident Command System (ICS) position, as a result from an order placed by the Fire Chief or Office of Emergency Services (OES)
- Covering an additional shift for a pre-scheduled day off (vacation, bereavement, etc.).
- Responding to an off-duty emergency call back, pro-rated to a 3-hour minimum, or actual hours worked if beyond the 3-hour minimum.
- Covering an additional shift for an unscheduled absence.

Battalion Chiefs ~~and Assistant Fire Chief~~ will receive additional compensation equal to one- and one-half times the hourly regular rate of pay for work described above. For purposes of the regular hourly rate of pay calculation, the rate will be calculated in the same manner in which overtime is calculated for the members of the Local 1874. A stipend is a 24-hour shift. Partial shifts are pro-rated to the nearest hour. For strike team or task force assignments, this action will have minimal financial impact and actual revenue will exceed the cost of the stipend. For strike team or task force assignments, the hours paid are for all hours spent by employee from portal to portal for purposes of the assignment.

Police Captains or Police Lieutenants may receive stipend pay equal to one- and one-half times the regular rate of pay for an "E" step Sergeant classification for extra assignments funded through third parties, such as through grant awards, county programs and state and federally funded strike teams. Police Captains or Police Lieutenants shall only work in these specially funded assignments if it is a requirement of the funding entity or if there are open positions after all other attempts to fill the position have been exhausted (i.e., Sergeant, Acting Watch Commanders) and a supervisor position is mandatory.

Members will have the ability to convert the additional compensation into administrative leave at the rate of 1.5 times the hours worked.

11. HOLIDAY BENEFITS

Holiday Benefits Procedures

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. If the preceding Friday or succeeding Monday is also a holiday, then the holiday is observed on the next preceding or succeeding work day as determined by the City.

Employees of this group who work a 4/10 work schedule will be granted one additional day off as a floating holiday if a holiday lands on a day that is previously designated as their day off.

A change in the name of a holiday by the federal or state government, or as directed by the Manteca City Council, will not change that holiday's status under this section. The renamed holiday will remain a recognized legal holiday under this section.

Recognized Holidays

Except for Fire Battalion Chiefs, the following are recognized as legal-paid holidays for bargaining unit membersemployees:

New Year's Day
 Martin Luther King Jr. Day
 President's Day

Farmworker's Day (formerly Cesar Chavez Day)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

~~When a holiday falls on a Sunday, the following Monday shall be observed.
When a holiday falls on a Saturday, it shall be observed on the preceding Friday.~~

~~Employees of this group who work a 4/10 work schedule will be granted one additional day off if a holiday lands on a day that is previously designated as their day off.~~

The following holidays are recognized for Battalion Chiefs:

New Year's Day
Martin Luther King Jr. Day
President's Day
Easter Sunday
Farmworker's Day (formerly Cesar Chavez Day)
Memorial Day
Independence Day
Labor Day
Admission Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

_____ New Year's Day	_____ Memorial Day	_____ Columbus Day
_____ Martin Luther King's Birthday	_____ Independence Day	_____ Veterans' Day
_____ Presidents' Day	_____ Labor Day	_____ Thanksgiving Day
_____ Easter Sunday	_____ Admission Day	_____ Christmas Day
_____ Cesar Chavez Day		

~~In lieu of time off for recognized holidays, Fire Battalion Chiefs shall receive additional compensation, over and above their normal salary compensation, in the amount equal to twenty-six (26) hours of pay in the first pay period of each month. Battalion Chiefs will be compensated for each of the above holidays with additional full shift's pay.~~

12. FLOATING HOLIDAYS

Employees scheduled for a 40-hour workweek are entitled to four (4) floating holidays per fiscal year. Floating holiday time that is not used prior to the end of the fiscal year is forfeited. Floating holidays may not be cashed out. Employees may utilize their floating holiday pay time in one-hour increments.

New employees in this unit shall receive a prorated number of floating holidays based on the date they are promoted or hired in a classification in this unit:

<u>Date of Hire</u>	<u>Number of Days</u>
<u>July 1 to August 31</u>	<u>Four (4) floating holidays</u>
<u>September 1 to December 31</u>	<u>Three (3) floating holidays</u>
<u>January 1 to May 31</u>	<u>Two (2) floating holidays</u>
<u>April 1 to June 30</u>	<u>One (1) floating holiday</u>

No employee may receive more than four (4) floating holidays for the fiscal year, except for floating holidays granted pursuant to Section 11 of this Agreement.

~~Members scheduled to a 40-hour workweek who are employed by the City prior to September 1 shall be eligible for four (4) floating holidays for that fiscal year. Members scheduled to a 40-hour work week who are employed by the City after September 1 but prior to December 31 shall be eligible for three (3) floating holidays for that fiscal year. Members scheduled to a 40-hour work week who are hired after December 31 but before April 1 shall be eligible for two (2) floating holidays for that fiscal year. Members scheduled for are 40-hour workweek who are hired after March 31 will not be eligible to receive a floating holiday for that fiscal year. New members who received floating holidays from a different bargaining unit in the same fiscal year will be prorated so as to not exceed a maximum of four (4) floating holidays for the fiscal year, as eligible.~~

~~Floating holidays are to be used in full day increments and do not carry over into the next fiscal year. If the time has not been taken by June 30, the employee will lose the day off unless previous requests approved prior to June 15 have been denied. If the previous approval is taken away, the floating holiday will carry over to next fiscal year and the employee will be allowed to take it during that year. Floating holidays are non-compensable at the time of separation.~~

13. UNIFORM ALLOWANCE

All ~~members of employees in~~ this bargaining unit shall receive an annual uniform allowance of one-thousand five-hundred dollars (\$1,500.00) to be paid the first pay period of each fiscal year. ~~The City will report annual uniform allowance to CalPERS as earned at the rate of either \$62.50 or \$57.69 per pay period.~~

The uniform allowance payments will be reported to CalPERS as special compensation for classic members as permitted by applicable law.

Example:

~~\$1,500/24 pay periods = \$62.50 per pay period.~~

~~\$1,500/26 pay periods = \$57.69 per pay period.~~

14. LONGEVITY PAY

A member attaining five (5) years of continuous, uninterrupted service with the City of Manteca shall receive an additional two percent (2.0%) of their base rate of pay each pay period.

A member attaining ten (10) years of continuous, uninterrupted service with the City of Manteca shall receive an additional three percent (3.0%) of their base rate of pay, for a total Longevity Pay incentive of five percent (5.0%) each pay period.

The maximum Longevity Pay incentive an employee may receive shall be five percent (5%) of their base rate of pay.

15. EDUCATIONAL AND CERTIFICATE INCENTIVE PAY

~~Members~~ Employees shall receive Educational Incentive Pay as follows:

Associates Degree

The City provides a five percent (5.0%) educational incentive pay for possession of an Associates Art Degree in Fire Science or any A.A. Degree with a valid diploma from an accredited institution.

Bachelor's Degree

The City provides a ten percent (10.0%) educational incentive pay for possession of a Bachelor's Degree with a valid diploma from an accredited institution.

Master's Degree

The City provides a fifteen percent (15.0%) educational incentive pay for possession of a Master's Degree in Fire Science or General Management with a valid diploma from an accredited institution.

The ~~Degrees~~ Education Incentive Pay degrees outlined above are not stackable. Employees are eligible to receive the incentive pay for their highest level of education and may not combine levels or multiple degrees of the same level to increase the incentive.

Certificate Pay:

~~Members~~ Employees shall receive certificate incentive pay as follows:

2.5% ~~CFTES~~ CFSTES Company Officer

2.5% Coursework meeting Department requirements for Fire Investigator

2.5% CSTI Hazardous Materials Specialist

- 5% CFSTES Chief Officer/Chief Fire Officer
- 5% CFSTES Executive Chief Fire Officer
- 5% CFSTES Fire Marshal
- 5% Licensed Paramedic
- 5% Strike Team Leader
- 5% Fire Prevention Officer
- 5% NFA Executive Fire Officer
- 5% POST Advanced ~~POST~~ Certificate
- 5% POST Management Certificate

The maximum Educational Incentive and Certificate Pay a Fire Member may receive under this section shall not exceed 15%.

~~Notwithstanding any language in this MOU or job description to the contrary, to the extent a minimum educational degree or certificate is required for the position of Assistant Fire Chief, that individual shall not receive additional pay and/or salary for possessing that degree and/or certificate upon starting that position.~~

16. TEMPORARY UPGRADE PAY

The City agrees in concept with providing just compensation to employees working out-of-class. The City agrees to provide out-of-class compensation after the completion of five (5) consecutive days of working out-of-class or fifteen (15) accumulative days of working out-of-class per fiscal year. Out-of-class compensation is to be a minimum salary increment of five percent (5%). Any increment amount over five percent (5%) is to be based on comparison of “out-of-class” range being worked to regular range.

Working out-of-class shall be defined as performing a majority of the duties of the higher position as contained in the job description.

III. LEAVES

17. VACATION LEAVE

~~Members~~ Employees shall be entitled to vacation leave based upon their length of service with the City in accordance with the following accrual rates and the Personnel and Rules and Regulations:

<u>Length of Service (Months)</u>	<u>Accrual Rate</u>	<u>Fire Battalion Chief Rate</u>
<u>1 to 48</u>	<u>80 hours annually</u>	<u>5 shifts annually</u>
<u>49 to 96</u>	<u>120 hours annually</u>	<u>7.5 shifts annually</u>
<u>97 to 144</u>	<u>152 hours annually</u>	<u>9 shifts annually</u>
<u>145+</u>	<u>184 hours annually</u>	<u>11 shifts annually</u>

01 thru 48 months of full & continuous service	80 hours annually (or 5 shifts annually for Fire BC)
49 thru 96 months of full & continuous service	120.00 hours annually (or 7.5 shifts annually for Fire BC)
97 thru 144 months of full & continuous service	152 hours annually (or 9 shifts annually for Fire BC)
145 mos. & thereafter of full & continuous service	184 hours annually (or 11 shifts annually for Fire BC)

The maximum vacation accrual limit shall be ~~three 3~~ times (3x) the annual accrual rate, ~~with no cash out provision, excluding separation from employment. Vacation time may only be cashed out at separation from employment.~~ Once the vacation cap is reached, no additional accruals of vacation will be earned until there is a reduction equal to the employee's monthly accrual.

18. ADMINISTRATIVE LEAVE

All ~~members- employees~~ will receive 96 hours of Administrative Leave per fiscal year. ~~This leave will accrue at a rate of four (4) hours per pay period.~~

~~The leave accrual will be capped at 2.5 times the annual accrual rate. The Battalion Chief leave will be capped at 2.75 times the annual accrual rate. Administrative leave can be rolled over from previous years; however an employee's administrative leave bank will be capped at 240 hours. The leave bank for Fire Battalion Chiefs will be capped at 264 hours.~~

~~When a position in this unit is vacated, the classification of the position and the Administrative Leave hours will be evaluated. Payment of up to seventy two(72) hours of Administrative Leave can be made upon request each fiscal year to all members. Employees may cash out up to a maximum of 72 hours of banked administrative leave each fiscal year. Upon separation from employment, the City will cash out all banked administrative leave hours to the employee.~~

19. SICK LEAVE

Sick leave with pay shall not be considered an earned right to time off from work at the employee's discretion but shall only be ~~allowed in cases of actual necessity caused by personal illness, disability or preventative medical, dental, or optical care.~~ used for the diagnosis or care of an illness or disability, or for preventative ~~medical, dental, or optical care of the employee or a member of the employee's immediate family.~~

With the exception of Battalion Chiefs, bargaining unit members shall accrue 96 hours of sick leave for each full month of continuous service. Battalion Chiefs shall accrue 144 hours of sick leave annually for each full month of continuous service. There shall be no maximum accumulation limit on sick leave accrual.

Police Captain, Police Lieutenant, Code Enforcement Supervisor and ~~Assistant Fire Chief~~ ~~Fire Marshal~~ classifications may utilize up to one hundred (100) hours of accrued sick leave per ~~calendar year~~ 12-month period. ~~for illness, disability or preventative medical, dental or optical care for members of the employee's immediate family.~~ Fire Battalion Chiefs may utilize up to two hundred forty (240) hours of accrued sick leave per calendar year.

For the purpose of this section, "immediate family" shall be defined as the employee's spouse/registered domestic partner, children/stepchildren, siblings, parents (including foster and step), parents of the employee's spouse/registered domestic partner (including foster and step), grandparents and grandchildren of the employee or the employee's spouse/registered domestic partner or other individuals whose relationship to the employee is that of a dependent. The ~~city~~ City reserves the right to require an employee to establish to the City's satisfaction the dependent relationship.

20. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, he/she shall, upon request be granted up to five shifts bereavement leave. The first three (3) shifts will be paid and without charge to his/her accumulated sick leave credits or accrued vacation. The additional two (2) shifts bereavement leave, if needed, shall be charged against the employee's accumulated leave credits..

For the purpose of this section, "immediate family" shall be defined as the employee's spouse/registered domestic partner, children/stepchildren, siblings, parents (including foster and step), parents of the employee's spouse/registered domestic partner (including foster and step), grandparents and grandchildren of the employee or the employee's spouse/registered domestic partner or other individuals whose relationship to the employee is that of a dependent. If the city has reasonable suspicion of abuse of this policy as determined by the Human Resources Director or designee, then the City has the right to require an employee to establish to the City's satisfaction the dependent relationship.

In the event of the death of a relative other than those defined above as immediate family, the employee may be granted up to one (1) shift of bereavement leave upon request which shall be charged against an employee's accrued leave balances. Any additional leave required under circumstances of bereavement for the purpose of funeral arrangements, estate matters, or additional travel time, will be charged against the employee's accrued leave balances.

The City may require documentation of death, which must be provided within 30 days of the first day of bereavement leave. Leave must be completed within three (3) months of the death of family member.

IV. INSURANCE

21. HEALTH INSURANCE

Active Employees

The maximum benefit paid, including the Minimum Employer Contribution (MEC) and the City contribution, will be as follows:

Single	\$ 850 <u>1,050</u>
Employee +1	\$ 2,000 <u>1,600</u>
Family	\$ 2,700 <u>2,100</u>

If the City paid cap exceeds the cost of the medical insurance premium, no monetary value will result for the employee regardless of the medical insurance option they chose. Any unused cap dollars will be maintained by the City and no additional compensation will be afforded the employee.

If a member chooses to decline health insurance coverage, the City will contribute \$~~600~~800.00 to the member's deferred compensation account or cash in lieu of deferred compensation each month. The employee shall notify Finance if they want the contribution in cash or deferred compensation by February of each year. Failure to notify Finance will result in continuation of the previous year's option.

If a member currently contributes the maximum allowed amount to deferred compensation, that contribution must be reduced by the amount exceeding the maximum contribution to enable the City to make the in-lieu of contribution. In this case, the member will net the difference in their paycheck.

The member will be required to sign a waiver when canceling coverage. Re-enrollment to CalPERS plans can only be made during the open enrollment period unless criteria for re-enrollment are met as defined by CalPERS.

If the City's contribution amount in the Citywide Medical Contribution Policy increases during the term of this agreement, the amounts listed above will be adjusted by an equivalent increment at that time.

Retirees

See Section V, Retirement for retiree health benefits.

22. DENTAL INSURANCE

The City shall pay the entire premium for dental coverage for the employee and dependents. Deductibles will also be waived for diagnostic/preventative work.

The City will provide orthodontia coverage under the dental plan. The plan will pay 50% of the cost of orthodontia services up to a life time maximum of \$1,500 per person covered.

23. VISION INSURANCE

The City shall pay the entire premium for vision care for employees and their dependents.

24. LIFE INSURANCE COVERAGE

Employees shall receive ten thousand dollars (\$10,000) plus an equivalent amount to their annual salary of group life insurance coverage upon being employed one full calendar month. The City shall pay all premium costs for life insurance coverage.

25. LONG TERM DISABILITY INSURANCE

Police Department Employees

The City shall provide a long-term disability insurance plan for Police ~~members~~Department Employees. The plan shall provide a maximum monthly income benefit of 66 2/3% of the first \$10,000 ~~5,000~~ of base monthly earnings.

~~The maximum benefit paid shall not exceed \$3,333 per month. Benefits of the plan shall not be paid until 50% of accrued sick leave has been exhausted or until the 30th day following the onset of disability, whichever is longer.~~

Benefits under the long-term disability plan shall not begin until the completion of a 90-day elimination period following the onset of disability. During the initial period of disability, employees may be eligible for benefits under the City short-term disability plan, which includes a 29-day elimination period. There is no benefit waiting period if an employee is confined to a hospital.

Fire Department Employees

The City pays the cost of the long-term disability insurance plan for Fire ~~members~~Department employees offered through ~~CAPF~~the California Association of Professional Firefighters.

V. RETIREMENT

26. RETIREMENT

State Retirement Program

Employees of this unit shall be members of the California Public Employees' Retirement System (CalPERS). Any contract with CalPERS currently in effect, shall remain in effect as they may apply to the members of this unit. All employee contributions to the below retirement plans shall be paid on a pre-tax basis in accordance with the provisions of Internal Revenue Code §414(h)(2) Employee Pick-Up. Retirement benefits shall be consistent with to the laws of the State of California and the United States.

Definitions

Retired Employee is defined as follows:

An employee who retires from the City of Manteca under the provisions of the California Public Employees' Retirement System.

New Member is defined as follows:

1. A unit member who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was not a member of any other public retirement system prior to that date;
2. A unit member who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under Gov. Code §7522.02(c) and related CalPERS reciprocity requirements; or
3. A unit member who was an active member in CalPERS with another employer and who, after a break in service of more than six (6) months, returned to active membership in CalPERS with the City.

Classic Member is defined as follows:

A unit member who entered into membership with a qualifying public retirement system on or before December 31, 2012 who does not meet the definition of "New Member" under Gov. Code §7522.04(f) and related CalPERS membership requirements.

Status as either a New Member Classic Member shall be determined by CalPERS.

Retirement Benefits

Classic Tier 1: *Retirement plan for employees hired with the City of Manteca on or before May 31, 2012.*

Classic Tier 1 sworn police members shall receive the 3% at 50 retirement formula. For purposes of determining a retirement benefit, final compensation for these employees shall mean the single highest year of pensionable compensation.

Classic Tier 1 sworn fire members shall receive the 3% at 55 retirement formula. For purposes of determining a retirement benefit, final compensation for these employees shall mean the single highest year of pensionable compensation.

Classic Tier 1 non-sworn members shall receive the 2.7% at 55 retirement formula. For purposes of determining a retirement benefit, final compensation for these employees shall mean the single highest year of pensionable compensation.

Classic Tier 1 members shall pay through payroll deduction, 100% of the the CalPERS established employee contribution, for sworn police and fire nine percent (9%) and non-sworn eight percent (8%).

Additionally, Classic Tier 1 members shall pay through payroll deduction an additional five and seventy-five hundredths' percent (5.75%) toward the cost of pension benefits, for a total of fourteen and seventy-five hundredths' percent (14.75%) for sworn police and fire and a total of thirteen and seventy-five hundredths' percent (13.75%) for non-sworn, as permitted by Gov. Code §20516.

Classic Tier 2: *Retirement plan for employees hired with the City of Manteca on or after June 1, 2012 who meet the definition of a Classic member as defined by CalPERS.*

Classic Tier 2 sworn police members shall receive the 3% at 55 retirement formula. For purposes of determining a retirement benefit, final compensation for these employees shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

Classic Tier 2 non-sworn members shall receive the 2% at 60 retirement formula. For purposes of determining a retirement benefit, final compensation for these employees shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

Classic Tier 2 members shall pay through payroll deduction, 100% of the the CalPERS established employee contribution, for sworn police nine percent (9%) and non-sworn seven percent (7%).

Additionally, Classic Tier 2 members shall pay through payroll deduction an additional five and seventy-five hundredths' percent (5.75%) toward the cost of pension benefits, for a total of fourteen and seventy-five hundredths' percent (14.75%) for sworn police and a total of twelve and seventy-five hundredths' percent (12.75%) for non-sworn, as permitted by Gov. Code §20516.

There is not a Classic Tier 2 membership for sworn fire members. All classic sworn fire members have the benefit of a Classic Tier 1 member.

PEPRA: Retirement plan for employees hired with the City of Manteca on or after January 1, 2013, who meet the definition of a new member as defined by CalPERS.

PEPRA sworn police and fire members shall receive the 2.7% at 57 retirement benefit. For purposes of determining a retirement benefit, final compensation for these employees shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

PEPRA non-sworn members, shall receive the 2.0% at 62 retirement benefit. For purposes of determining a retirement benefit, final compensation for these employees shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

As required by Gov. Code §7522.04(g), PEPRA members shall pay, through payroll deduction, fifty percent (50%) of the total normal cost of their retirement plan as determined annually by CalPERS.

Additionally, PEPRA members shall pay through payroll deduction an additional five and seventy-five hundredths' percent (5.75%) toward the cost of pension benefits, for a total of fifty percent (50%) of the normal cost of their retirement plan as determined annually by CalPERS plus five and seventy-five hundredths' percent (5.75%).

Under no circumstances shall PEPRA members pay less than half the normal cost as determined annually by CalPERS.

Both safety and non-safety classifications shall receive Level 4 of the 1959 Survivor Benefit.

27. SUPPLEMENTAL RETIREMENT PLAN

Mission Square administers a 401(a) defined contribution retirement plan for the City of Manteca. Upon MPSMA bargaining unit membership, an employee is mandatorily required to participate in this plan by contributing pre-tax 1% of earnings (base salary and incentives). Upon separation of employment, sick and vacation leave accruals eligible for cashout will mandatorily be contributed to the 401(a) plan, up to the maximum annual calendar year contribution allowed by the Internal Revenue Service. Other plan options and/or limitations are subject to the plan document.

~~ICMA Retirement Corporation administers a 401A plan. Bargaining unit members have a one-time option of participating in this plan. If the member chooses to participate in the plan, the member is required to contribute a half percent (0.5%) or more to the plan.~~

28. SICK LEAVE PAY OFF

Members who retire from City service (exclusive of deferred or disability retirement) shall be entitled to all sick leave hours credited to their account in the form of 50% cash payment at their current hourly rate and the remaining 50% will be applied towards retirement credit, or the option of applying up to 100% of sick leave hours towards retirement credit.

The City implemented the sick leave pay off provision of the Public Employees' Retirement System (PERS). This shall result in unused sick leave being credited towards retirement. Employees may choose to convert 100% of sick leave towards retirement up to one full year of additional service credit; or convert up to 50% of sick leave towards retirement and be paid the balance upon retirement.

29. RETIREE HEALTH

All members hired prior to December 31, 2011 will receive a \$675 monthly contribution, which includes the Minimum Employer Contribution (MEC) as established annually by CALPERS.

The maximum benefit provided to retirees under this section shall be \$675.00.

All members hired after December 31, 2011 will receive the Minimum Employer Contribution (MEC) as established annually by CALPERS.

VI. MISCELLANEOUS

30. TRAINING

The City recognizes its obligation and responsibility to provide training for employees and to adequately credit such training in accordance with the City's Personnel Rules.

Training other than safety mandated training will be provided, as funds will allow.

31. LIGHT DUTY ASSIGNMENT

The City will assign mid-managers to light duty assignments when an injured employee is found by a physician to be able to return to work but unable to assume all of the duties of his/her regular assignment. The guiding principle for the City in making light duty assignments will be that the tasks will not aggravate the employee's illness or injury.

32. PSYCHOLOGICAL TESTING

The City, in accordance with its Personnel Rules, reserves the right to utilize psychological testing factors in conducting examinations for all classifications within this bargaining unit. Such tests shall be conducted in all respects in accordance with the City's Personnel Rules including notification to prospective applicants, weighing factors and job-relatedness of test content.

33. CATASTROPHIC LEAVE PLAN

Bargaining unit members may donate sick leave, vacation, and/or administrative leave to another employee for the use of another employee when he/she is off work due to a non-work-related injury or illness. When an employee donates time to another employee, a release form must be signed permitting the City to transfer the time. Time may only be donated as needed.

34. WORK SCHEDULE

Generally, Battalion Chiefs will work a 56-hour work week schedule as determined by the Fire Chief. The Fire Chief retains the discretion to place Battalion Chiefs on a 40-hour workweek schedule for purposes of special assignments. Any such conversion to a 40-hour work week will not result in a loss of pay. If the Battalion Chief is placed on a 40-hour workweek schedule for purposes of completing a temporary upgrade assignment, the Battalion Chief will be compensated pursuant to the "Temporary Upgrade" provision. The ~~Assistant Fire Chief~~, Fire Marshal, Police Lieutenant, Captains and the Code Enforcement Supervisor will be scheduled to work 40 hours a week at the discretion of management.

35. REOPENER

~~On or about March 1, 2025, and each year thereafter for the term of this contract, the City and the MPSMA will discuss the financial position of all the City's sales tax related revenue sources. At that time, if there is an increase of five percent (5%) on any sales tax revenue source from the previous fiscal year, the parties agree to open the MOU on matters pertaining to wages only for the purpose of negotiating wage increases for the remainder of this contract consistent with the financial needs of the City.~~

~~Any agreement(s) reached as a result of such reopening shall become effective at a date mutually agreed upon by both parties.~~

35. CTO CASH-OUT UPON PROMOTION

Employees promoting from a non-exempt position to a bargaining unit position that is exempt shall be required to accept a cash-out of any and all banked compensatory time off (CTO) hours.

The cash-out rate will be calculated using the member's hourly rate of pay in the non-exempt position, subject to required tax and other withholdings.

36. SIGNATURES

Executed this ____ day of _____, ~~2023~~2026

**MANTECA PUBLIC SAFETY MANAGEMENT
ASSOCIATION**

CITY OF MANTECA

Scott Cunningham, President

Jose Jasso, Assistant City Manager

Ray Ramirez, Chief Negotiator, Mastagni Holstedt

Stephanie Van Steyn, Human Resources Manager
