

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

**July 1, 2026 – June 30, 2029**

**Table of Contents**

**I. TERM, RECOGNITION AND RIGHTS**

1. TERM OF AGREEMENT.....3  
2. INTENT AND PURPOSES.....3  
3. RECOGNITION AND NON-DISCRIMINATION.....3  
4. MANAGEMENT RIGHTS.....4  
5. ASSOCIATION RIGHTS .....5  
6. UNION SECURITY.....6  
7. ADVANCE NOTICE.....6

**II. COMPENSATION**

8. SALARY .....7  
9. STIPEND .....8  
10. BATTALION CHIEF STIPEND/LONG TERM MUTUAL AID.....8  
11. HOLIDAY BENEFITS.....9  
12. FLOATING HOLIDAYS.....10  
13. UNIFORM ALLOWANCE .....11  
14. LONGEVITY PAY .....11  
15. EDUCATION AND CERTIFICATE INCENTIVE PAY .....11  
16. TEMPORARY UPGRADE PAY .....12

**III. LEAVES**

17. VACATION LEAVE.....12  
18. ADMINISTRATIVE LEAVE.....13  
19. SICK LEAVE .....13  
20. BEREAVEMENT LEAVE .....14

**IV. INSURANCE**

21. HEALTH INSURANCE.....14  
22. DENTAL INSURANCE .....15  
23. VISION INSURANCE.....15  
24. LIFE INSURANCE COVERAGE .....15  
25. LONG TERM DISABILITY INSURANCE .....16

**V. RETIREMENT**

**26. RETIREMENT .....16**  
**27. SUPPLEMENTAL RETIREMENT PLAN .....19**  
**28. SICK LEAVE PAY OFF.....19**  
**29. RETIREE HEALTH .....19**

**VI. MISCELLANEOUS**

**30. TRAINING .....20**  
**31. LIGHT DUTY ASSIGNMENT .....20**  
**32. PSYCHOLOGICAL TESTING .....20**  
**33. CATASTROPHIC LEAVE PLAN.....20**  
**34. WORK SCHEDULE .....20**  
**35. CTO CASH-OUT UPON PROMOTION.....Error! Bookmark not defined.**  
**36. SIGNATURES.....22**

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, 2026, and shall remain in full force and effect until June 30, 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)
- 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 three percent (3%) cost of living adjustment.

Effective July 1, 2027, all job classifications in this unit will receive a three percent (3%) cost of living adjustment.

Effective July 1, 2028, all job classifications in this unit will receive a three percent (3%) cost of living adjustment.

#### **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 Marshall 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:**

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 30<sup>th</sup> each year if not cashed out or placed into a deferred compensation account.

An employee hired or promoted into the association after July 1<sup>st</sup> 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 STIPEND/LONG TERM MUTUAL AID**

Battalion Chiefs 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 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 workday 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 paid holidays for employees:

- 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

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

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.

**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:

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

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

### 13. UNIFORM ALLOWANCE

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

### 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. EDUCATION AND CERTIFICATE INCENTIVE PAY

Employees shall receive Educational Incentive Pay as follows:

#### **Associate's 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 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:**

Employees shall receive certificate incentive pay as follows:

- 2.5% 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 Certificate
- 5% POST Management Certificate

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

**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**

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:

<b>Length of Service (Months)</b>	<b>Accrual Rate</b>	<b>Fire Battalion Chief Rate</b>
1 to 48	80 hours annually	5 shifts annually
49 to 96	120 hours annually	7.5 shifts annually

97 to 144	152 hours annually	9 shifts annually
145+	184 hours annually	11 shifts annually

The maximum vacation accrual limit shall be three times (3x) the annual accrual rate, 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 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.

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. Employees may cash out up to a maximum of 72 hours of banked administrative leave each 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 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 Fire Marshal classifications may utilize up to one hundred (100) hours of accrued sick leave per 12-month period. 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 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 of 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	\$1,050
Employee +1	\$2,000
Family	\$2,700

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 \$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 lifetime 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 Department Employees. The plan shall provide a maximum monthly income benefit of 66 2/3% of the first \$10,000 of base monthly earnings.

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 Department employees offered through 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 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 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.

## **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 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. 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 \_\_\_\_\_, 2026

**MANTECA PUBLIC SAFETY MANAGEMENT  
ASSOCIATION**

**CITY OF MANTECA**

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Scott Cunningham, President

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Jose Jasso, Assistant City Manager

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Ray Ramirez, Chief Negotiator, Mastagni Holstedt

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Stephanie Van Steyn, Human Resources Manager

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