

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF MANTECA**

**AND**

**THE MANTECA FIREFIGHTERS**

**IAFF LOCAL 1874**

**JULY 1, ~~2025~~2026 - JUNE 30, ~~2026~~2029**

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## Table of Contents

I.	TERM, RECOGNITION AND RIGHTS .....	1
	1. TERM OF AGREEMENT .....	1
	2. INTENT AND PURPOSES .....	1
	3. RECOGNITION AND NON-DISCRIMINATION .....	1
	4. MANAGEMENT RIGHTS .....	1
	5. ASSOCIATION RIGHTS .....	3
	6. DUES DEDUCTION .....	3
II.	COMPENSATION .....	4
	7. SALARY .....	4
	8. HOLIDAYS .....	5
	9. UNIFORM ALLOWANCE .....	6
	10. LONGEVITY PAY .....	6
	11. COMPENSATORY TIME OFF .....	6
	12. DEFERRED COMPENSATION PLAN .....	6
	13. TEMPORARY UPGRADE PAY .....	6
	14. WORKING HOURS AND OVERTIME .....	7
	15. OFF-DUTY RESPONSE/CALLBACK .....	8
	16. EDUCATIONAL PAY .....	9
	College Degrees – Eligible Educational Incentive Pay: .....	9
	Certificate Pay- Eligible Educational Incentive Pay .....	9
	17. TRAINING PREMIUM .....	10
	18. SPECIAL ASSIGNMENT PAY .....	10
III.	LEAVE .....	12
	19. VACATION LEAVE .....	12
	20. SICK LEAVE .....	14
	21. SICK LEAVE PAYOFF .....	14
	22. BEREAVEMENT LEAVE .....	15
	23. SWORN SAFETY WORKER LEAVE .....	15
	24. ACCRUED LEAVE PAY UPON TERMINATION/SEPARATION .....	15
	25. MILITARY LEAVE .....	16

IV. INSURANCE.....16

**26. HEALTH AND WELFARE PLANS** .....16

        Active Employees .....16

        Retired Employees .....17

**27. DENTAL INSURANCE**.....17

        Orthodontia Benefit .....17

**28. VISION INSURANCE** .....17

**29. LIFE INSURANCE COVERAGE** .....17

**30. LONG TERM DISABILITY INSURANCE** .....18

V. RETIREMENT .....18

**31. PUBLIC EMPLOYEES' RETIREMENT SYSTEM** .....18

        Definitions.....18

        Classic Members.....19

        MOU Method-Cost Sharing.....19

        CalPERS Contract Amendment Method-Cost-Sharing .....19

        PEPRA Members .....20

**32. PERS SICK LEAVE CONVERSION**.....20

VI. MISCELLANEOUS.....20

**33. MANDATED SOCIAL SECURITY COVERAGE** .....20

**34. ALCOHOL AND DRUG TESTING** .....20

**35. PSYCHOLOGICAL TESTING**.....20

**36. MEDICAL APPOINTMENT** .....21

**37. INJURY LEAVE WITH PAY** .....21

**38. LIGHT DUTY OPTIONS**.....21

**39. TRAINING** .....22

**40. NO SMOKING REQUIREMENT** .....22

**41. STAFFING** .....22

**42. FAIR LABOR STANDARDS ACT** .....23

**43. ADVANCE NOTICE**.....23

**44. NO DISCRIMINATION** .....23

**45. EFFECT OF AGREEMENT** .....23

**46. SEPARABILITY OF PROVISIONS** .....23

**47. WELLNESS**.....23

48. FIRE REPORTING SOFTWARE.....24

49. RELATIVE POLICY .....24

50. LONG TERM MUTUAL AID .....25

51. PERFORMANCE EVALUATIONS .....25

    Exceptions to the due date of November 30 are as follows:.....25

52. STATION SHIFT BIDDING.....25

VII. SIGNATURES .....28

This Agreement, entered into by and between the City of Manteca (hereinafter City) and the Firefighters Bargaining Unit, Manteca Firefighters IAFF Local 1874 (hereinafter Association) constitutes the result of meeting and conferring in good faith by the parties in accordance with the provisions of State law and the Employer-Employee Relations Resolution of the City of Manteca.

This agreement as adopted by the City Council shall continue in effect until it is terminated, amended, or superseded by a subsequent M.O.U. by mutual agreement of the City and this bargaining unit. Except as otherwise stated herein, all terms of this agreement are effective July 1, ~~2025~~2026.

## **I. TERM, RECOGNITION AND RIGHTS**

### **1. TERM OF AGREEMENT**

The City and the Association mutually agree that this memorandum expires June 30, ~~2026~~2029. The parties agree to commence the negotiation process for a subsequent MOU during the first week of February ~~2026~~2029.

### **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**

The City hereby acknowledges the Association as the recognized employee organization for the Firefighters Bargaining Unit as provided in the City's Employer-Employee Relations Resolution (R 1997-174) and State Law.

The Association recognizes the City Manager or duly authorized representative as the representative of the City.

### **4. MANAGEMENT RIGHTS**

1. The City retains all its exclusive rights and authority under state law, and expressly and exclusively retains its management rights, which include, but are not limited to, the 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;
- 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.

2. Section 1: 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.

Section 2: 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 this Memorandum.

Section 3: 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 this 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 overtime, and to otherwise act in the interest of efficient service to the community.

## **5. ASSOCIATION RIGHTS**

The Association shall have the right, upon request, to meet and confer in good faith with the City regarding matters within the scope of representation.

The Association may have a reasonable number of employees who serve as official representatives released from work without loss of compensation when meeting and conferring with the City on matters within the scope of representation.

Association representatives shall be allowed reasonable access to the work locations of employees of this unit during working hours for the purpose of discussing matters within the scope of representation, including but not limited to the processing of grievances and complaints, and distributing materials and information providing that the work of the employee and the service to the public are not unduly impaired.

The Association shall be allowed the use of City equipment and facilities used in the conduct of business meetings.

The Association may use portions of City bulletin boards for the purpose of communicating with unit members under the following conditions:

- Posted material shall bear the identity of the Association.
- Posted materials shall not contain any deliberate misstatements or violate any Federal or State Law.
- Material shall be neatly displayed and shall be removed when no longer timely.

## **6. DUES DEDUCTION**

The Association shall have exclusive right to payroll deduction of dues for its members of the Firefighters Bargaining Unit.

Following receipt of written certification from the Manteca Firefighters, IAFF Local 1874 that it has and maintains voluntary dues deduction authorization forms from members in the unit, the City shall make payroll deductions and transmit monthly to the Association dues in an amount to be determined by the Association and communicated to the City annually. Membership dues deductions shall be made in equal amounts each payroll period, and a check for the total deductions shall be submitted to the Manteca Firefighters, IAFF Local 1874, at the end of each month.

The written certification from the Manteca Firefighters, IAFF Local 1874 for Association

dues deductions shall remain in full force and effect, unless revoked by written notice to the Manteca Firefighters, IAFF Local 1874. Employee requests to cancel membership dues deductions must be directed to the Association. Upon written notification from the Association that an employee has canceled membership dues, the City shall cease, within thirty (30) calendar days, Association dues deductions from the employee's paycheck.

An employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues authorized. If 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. Employees who are in a non-pay status during only part of a pay period, whose salary is not sufficient to cover the full amount of the dues authorized, 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 Union shall indemnify, defend, and hold harmless the City, its employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments 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 Union dues which the employee was obligated to pay but failed to pay regardless of the reasons.

The City will notify the Association not less than ten (10) calendar days prior to a new employee orientation and provide the Association with an opportunity to meet with the employee.

## II. COMPENSATION

### 7. SALARY

Refer to the Salary Matrix (Attachment 1) to this MOU, also published by the Human Resources Department for salary range and corresponding salary steps within that range.

#### **General Salary Increases**

Effective ~~September 1, 2025~~ July 1, 2026, employees will receive a four percent (4%) base salary increase.

Effective July 1, 2027, employees will receive a three percent (3%) base salary increase.

Effective July 1, 2028, employees will receive a two percent (2%) base salary increase.

For the purpose of calculating the compensation of employees, the following formula shall apply:

56-Hour Work Week Salary Range:

2,912 hours worked per year; or 121.33 hours per pay period

40-Hour Work Week Salary Range:  
2,080 hours worked per year; or 86.67 hours per pay period

**8. HOLIDAYS**

The following are recognized as paid legal holidays for the Firefighters Bargaining Unit:

New Year's Day	Day
Martin Luther King's Birthday	Labor Day
Washington's Birthday	Admission Day
Easter Sunday	Columbus Day
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
<u>Cesar Chavez Farmworkers</u>	Christmas Day

In lieu of having time off for the holidays, every member of this bargaining unit who is normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays shall receive additional compensation, over and above the employees' monthly rate, in the amount equal to 10.71% of the employee's base rate of pay for all assigned work week schedules. The additional compensation is holiday pay and reportable to CalPERS (CCR 571(a)(5)).

For 56-hour work week employees, this percentage is equal to thirteen (13) hours per pay period at the employees' regular rate of pay.

Holiday in lieu shall be paid each pay period (24 pay periods per year).

The calculation of holiday in lieu pay is based on the following formula. Employees shall be paid for twenty-four (24) hours for each recognized holiday listed above.

***Example:***

24 hours per holiday x 13 holidays = 312 Holiday In-Lieu hours

24 pay period cycle:

312 Holiday In -Lieu hours / 24 pay periods = 13 Holiday In-Lieu hours per pay period

Employees assigned to the 40-hour work week must utilize personal leave hours (vacation, CTO, wellness) to take a day off associated with a City Hall observed holiday.

**9. UNIFORM ALLOWANCE**

Employees in this unit will receive an annual uniform allowance of \$1,0001,400 dollars on the first pay period of July. The City will report annual uniform allowance to CalPERS as earned at the rate of \$41,6758.33 per pay period (24 pay periods per year). The uniform allowance shall be used for the purchase and maintenance of required clothing in the Fire Department. For classic members, the City will report the uniform allowance to CalPERS as special compensation.

The City will replace approved fire boots as necessary.

Probationary firefighters shall receive a prorated allowance for the first year of employment.

## **10. LONGEVITY PAY**

The City and the Association agree to Longevity Pay incentive as follows:

A member attaining ten (10) years of continuous, uninterrupted service with the City of Manteca shall receive an additional one-and one-half percent (1.5%) of their base rate of pay each pay period.

A member attaining fifteen (15) years of continuous, uninterrupted service with the City of Manteca shall receive an additional one percent (1%) of their base rate of pay, for a total Longevity Pay incentive of two-and one-half percent (2.5%) each pay period.

A member attaining twenty (20) years or more of continuous, uninterrupted service with the City of Manteca shall receive an additional one-and one-half percent (1.5%) of their base rate of pay, for a total Longevity Pay incentive of four percent (4.0%) each pay period.

The maximum Longevity Pay incentive an employee may receive shall be four percent (4.0%) of their base rate of pay.

## **11. COMPENSATORY TIME OFF**

Members of this bargaining unit shall be allowed to accrue compensatory time up to 120 hours, said time to be taken off after prior approval by the City. CTO used in increments of less than 12 hours will be approved only if another employee volunteers for the overtime assignment created by the use of CTO.

Employees shall continue to be compensated for all overtime worked in either cash or compensatory time off at the employee's discretion at the rate of one and one-half times the actual hours worked. The employee must make the choice of being compensated in cash or compensatory time at the time the overtime is earned.

## **12. DEFERRED COMPENSATION PLAN**

Effective July 1, 1997, the City will contribute \$20.00 per month to a deferred compensation plan. Members of this bargaining unit may voluntarily contribute to the plan provided by the City. The minimum voluntary contribution shall be \$10.00 per pay period.

## **13. TEMPORARY UPGRADE PAY**

Employees required to work in an upgraded classification shall receive temporary upgrade pay equivalent to the salary rate as if the employee were promoted to that position, such that the minimum Temporary Upgrade Pay is at least five percent (5%) above the employee's current salary.

Employees will be paid at least 5% above their current salary for all hours worked in an upgraded classification including the time required to complete any associated duties.

In compliance with the California Public Employees' Retirement System (CalPERS) regulations and definition of Special Compensation, the monetary value of Temporary Upgrade Pay shall be reported to CalPERS as Special Compensation. The parties agree "Temporary Upgrade Pay" by CalPERS, is described in the California Code of Regulations (CCR), Section 571(a)(3) as a "Premium Pay". However, it is ultimately CalPERS who determines whether any form of pay is reportable as Special Compensation. "New Members" as defined by PEPR, are ineligible to have the value of Temporary Upgrade Pay reported to CalPERS.

## 14. WORKING HOURS AND OVERTIME

### **56-Hour Work Week:**

24-hour shift employees of the Firefighters Bargaining Unit shall work according to a Section 7(k) exemption FLSA 12-day work period with an average of fifty-six (56) hours per work week. The work schedule shall provide a work week that will result in 48 hours on duty and 96 consecutive hours off duty with the cycle being repeated resulting in approximately 120 to 122 work shifts per year. Under the FLSA, the 12-day work period allows for a maximum of 91 non-overtime hours in the period. There are five (5) hours of built-in overtime in this schedule which totals 96 normally scheduled work hours within each work period. If any changes are proposed to this schedule, the union and City agree to meet and confer in determining the firefighter's shift schedule.

### **Premium FLSA Pay**

Employees on the 7(k) exemption work schedule currently receive a base salary of 121.33 hours per pay period (See MOU Section II, Item 7). This includes 5 hours of straight time pay for 96 hours each 12-day work period. An employee who works all 96 hours in the 12-day work period will be paid 0.5 hours of pay (half-time) for those hours (reported to CalPERS). If an employee elects compensatory time off in lieu of overtime, those hours are not reported to CalPERS. If an employee utilizes 5 or more leave hours within the 12-day work period, those hours are not considered "time worked" for FLSA overtime calculation purposes and no half-time is due.

Exceptions:

- There shall be no more than two scheduled shift changes during the first year of service for probationary employees only.
- Permanent employees may request schedule changes that could result in less than 96 consecutive hours off between cycles for the requesting employee only. Such changes shall not affect any other employees.

### **40-Hour Work Week:**

At the discretion of the Fire Chief, an employee may be assigned to a 40-hour work week

up to a maximum of 90 calendar days. The City shall meet and confer with Local 1874 regarding any assignments that may last longer than 90 calendar days, including discussion regarding the process for selection to those assignments or address other concerns identified as covered under the MMBA.

The 40-hour work week shall run from 12:01 a.m. Sunday through 12:00 a.m. Saturday; 40 hours worked within this period will be earned as straight time and employees will receive a base salary of 86.67 hours per semi-monthly pay period.

At the discretion of the Fire Chief, an employee may be assigned to an alternate work schedule such as a 9/80 work schedule, in which the work week runs from mid-shift one work day to mid-shift the following week on the same work day (for a total of 80 hours worked in a 9-work day period.)

### **Overtime Hours Worked in Excess of Normal Work Schedule**

Overtime is defined as that additional time required to be worked in excess of the employee's normal schedule of shifts inclusive of full or partial shifts. Overtime shall be compensated at the rate of one and one-half times the "Hourly Rate" as defined in "Salaries" or at the employee's discretion by compensatory time off. Overtime will be earned at the hourly rate at which the work is performed; for example, if a 40-hour work week employee works an additional 24-hour suppression shift, the overtime (or compensatory time off in lieu) will be earned at the 56-hour work week rate of pay (see Attachment 1-Salary Matrix.)

#### **Mandatory Overtime:**

Management will retain the right to require overtime for the good of the organization. Mandatory overtime for July 4th will not require any illegal fire work code violation confiscations nor serving as liaisons with the MPD. The additional engine company will be paid a minimum of 6 hours of overtime for July 4th.

Mandatory overtime for non-emergency reasons shall be limited to 30% of all off-duty personnel or two engine companies, whichever is less. Individuals will receive a minimum of 3 hours of pay.

Semi-monthly pay period work hours are reported to CalPERS, whether assigned to 121.33 hours per pay period or to 86.67 hours per pay period.

## **15. OFF-DUTY RESPONSE/CALLBACK**

Members of this bargaining unit responding to an off-duty emergency callback shall be compensated for a minimum of three (3) hours at the overtime rate. The start time for the callback shall begin when the callback is initiated by dispatch. Any member that signs in after three (3) hours of when the callback was initiated shall be compensated from the actual sign in time until the callback is released, but not less than the three (3) hour minimum listed above.

When the initial emergency condition requires a firefighter's attendance beyond the three-hour initial time period, firefighting personnel shall be compensated for actual additional

time worked beyond the first three hours at the overtime rate.

Consecutive recalls occurring within thirty minutes of release from the initial callback shall be treated as part of the initial callback. Consecutive recalls occurring after thirty minutes shall be treated as "new" recalls and shall be subject to the same compensation hereinabove mentioned.

Members shall receive the three (3) hour minimum callback pay for any cancellation of a callback, provided the member signs in within three (3) hours of the initiation. This will not include a dispatch error in which members are notified of the cancellation within fifteen (15) minutes of the callback initiation.

Any member signing in within 45 (forty-five) minutes of their normal duty shift shall receive overtime for the actual time worked before the beginning of their shift.

## **16. EDUCATIONAL PAY**

The City will compensate all represented employees with an educational incentive for completing the following educational courses, certificates and degrees which enhance the employee's ability to do their job as outlined below.

### **College Degrees – Eligible Educational Incentive Pay:**

#### **Associate's Degree**

The City provides a 5% of base pay educational incentive pay for Firefighting personnel in possession of an associate of art degree in Fire Science or any A.A. Degree with a valid diploma from an accredited institution. Payment shall occur on the first day of the pay period following presentation of eligibility.

#### **Bachelor's Degree**

The City provides a 7.5% of base pay educational incentive pay for Firefighting personnel in possession of a bachelor's degree with a valid diploma from an accredited institution. Payment shall occur on the first day of the pay period following presentation of eligibility.

#### **Master's Degree**

The City provides a 10% of base pay educational incentive pay for Firefighting personnel in possession of a master's degree in Fire Science or General Management with a valid diploma from an accredited institution. Payment shall occur on the first day of the pay period following presentation of eligibility.

The above degrees are not stackable.

### **Certificate Pay- Eligible Educational Incentive Pay**

#### **Hazmat Certificate Pay**

The City will provide a two and one-half percent (2.5%) of base pay certificate pay incentive to Fire Unit employees who obtain and maintain a CSTI Hazardous Materials Specialist certification. Such payment will commence upon written proof that must be

submitted to the Human Resources department, through the Fire Chief.

### **Firefighter II**

The City will provide a one and one-half percent (1.5%) of base pay certificate pay incentive to those Firefighters who attain a Firefighter II Certificate. Payment shall occur on the first day of the pay period following presentation of eligibility.

### **Certified Fire Officer/Company Officer**

The City will provide a two and one-half percent (2.5%) of base pay certificate pay incentive to those Firefighters who attain the CFSTES (or successor certificate) Fire Officer/Company Officer Certification or have completed the required coursework prior to the certification being obtainable. If the State Fire Training modifies the requirements or changes the title of this certificate, the certificate payshall remain in full force and effect. Payment shall occur on the first day of the pay period following presentation of eligibility.

### **Executive Fire Officer**

The City will provide a two and one-half percent (2.5%) of base pay certificate pay incentive to those Firefighters who attain an Executive Fire Officer Certificate. Payment shall occur on the first day of the pay period following presentation of eligibility. Eligibility to attend the Executive Fire Officer Course must be approved in advance of attendance by the Fire Chief, City Manager, or designee.

## **17. TRAINING PREMIUM**

### **Reserve Training Officer**

Employees who are routinely and consistently assigned as the Reserve Training Officer shall receive a training premium of two and one-half percent (2.5%) of base pay of their base pay each pay period. Personnel interested in serving as the Reserve Training Officer will be interviewed and selected by the Fire Chief and/or the Battalion Chief in charge of the Reserve Training Officer program.

### **Training Captain**

Employees who are routinely and consistently assigned as the Training Captain shall receive a training premium of two and one-half percent (2.5%) of base pay on their base pay each pay period. The training captain shall be selected by the Fire Chief.

## **18. SPECIAL ASSIGNMENT PAY**

### **Bilingual**

The City will provide incentive bilingual premium in the amount of two and one-half percent (2.5%) of base rate of pay to members who routinely and consistently speak Spanish, Portuguese, Tagalog, Vietnamese, Chinese, Thai, Laotian, Arabic, Punjabi, Farsi, and Cambodian or are certified in American Sign Language. An employee is entitled to receive bilingual pay provided that the employee has passed an oral proficiency examination as determined by the Director of Human Resources/Risk Management.

### **Fire Investigator**

Employees who have completed the Fire Investigator requirements and are routinely and consistently assigned to investigate causes of destructive burning shall receive a fire investigator premium in the amount two and one-half percent (2.5%) of their base rate of pay.

### **Tiller Premium**

All employees in the Firefighter classification who are routinely and consistently assigned to operate the tiller on an aerial ladder shall receive additional compensation in the amount of five percent (5.0%) of their base rate of pay for all hours assigned to operate the tiller.

### **a) Heavy Rescue Incentive - Unassigned**

The City will provide a two percent (2%) of base pay incentive to Fire Unit employees (subject to maximums referenced under this subsection) who obtain and maintain State Fire Training recognized certifications in the Rescue discipline. Payments shall occur on the first day of the pay period following presentation of earned certificates. The two percent (2%) rescue pay shall apply once an employee obtains all six (6) of the following rescue certifications or equivalent as determined by the Fire Chief:

1. Rope Rescue Awareness Operations
2. Rope Rescue Technician
3. Water Rescue-Awareness and Operations
4. Watercraft Rescue Technician
5. Confined Space Rescue Operations-Technician
6. Trench Rescue Technician

The maximum number of Fire Unit employees to receive this certificate pay shall be eighteen (18), until such time a Rescue Company is established pursuant to subsection (b) below. After the establishment of a Rescue Company, the maximum number of Fire Unit employees to receive this incentive pay shall be nine (9). Seniority shall be a primary consideration and an employee may only be passed over for cause.

### **Rescue Company Establishment**

With the addition of the Rescue Certification Pay, the Local commits to working with Fire Administration and the City to plan and implement a designated Rescue Company and assignments structured and designed to meet the needs of the department, city and community.

To ensure the success in establishing a Rescue Company, the Local commits to working with the Fire Chief immediately to develop Rescue Company SOPs/SOGs, identify current fire members who qualify to meet the certificate requirements, identify additional members to receive certificates to be eligible, identify the appropriate station to base the Rescue Company Program and develop a process for the Rescue Company assignment, making this opportunity available for all members of the department who so desire.

With the development and implementation of a Rescue Company, once the assignment component is created, Fire Unit members assigned to the Rescue Company shall receive an additional three percent (3%) for a total of five percent (5%) assignment pay of their base pay as outlined in subsection (b) below.

**b) Heavy Rescue Incentive - Assigned**

- 1) Employees who are regularly assigned to a Department designated Rescue Company and who are qualified as defined under subsection (a) above to perform Rescue Operations shall receive an assignment pay of five (5%) of their base rate of pay.
- 2) Up to nine (9) employees (3 Firefighters; 3 Firefighter Engineers; and 3 Fire Captains) who are qualified to perform Rescue Operations shall receive this incentive each pay period.
- 3) Only those employees who hold active certificates will be assigned to a Rescue company. The Fire Department shall maintain a “detail pool” of qualified employees eligible for assignment to a Rescue company who have presented a copy of their required certificates to Fire Department administration.
- 4) Employees who promote or transfer out of a Rescue Company shall no longer be eligible to receive the Rescue assignment pay, except they may be eligible for the “unassigned” pay as provided in subsection (a) above.
- 5) To be eligible for future assignment at a Rescue company upon promotion or transfer, an employee must possess all of the required certifications identified in subsection (a) above, to be eligible. Seniority shall be a primary consideration and an employee may only be passed over for cause.
- 6) Employees who qualify under subsection (a) who are receiving the Heavy Rescue-Unassigned Pay, may temporarily backfill for vacancies at the Rescue Company and shall receive an additional three percent (3%) of their base rate for all hours assigned to the Rescue Company.

**Certifications Must Be Active**

Employees who no longer possess all of the required certifications identified in subsection (a) above shall not be eligible to receive the Rescue incentive pay “Unassigned” or “Assigned.”

**Meet and Confer Clause Regarding Heavy Rescue**

During the term of this MOU, if and when the City opens the Rescue Company, the parties shall meet and confer regarding number of eligible members for unassigned and assigned status and operational impacts.

**III. LEAVE**

**19. VACATION LEAVE**

Members of this bargaining unit (including 40-hour work week assignments up to 90 calendar days) shall be entitled to vacation leave based upon their length of service to the

City in accordance with the following accrual rates:

- 1 thru 48 mos. of full & continuous service (1 - 4 years) -120 hours annually. (5 shifts/yr.)
- 49 thru 96 mos. of full & continuous service (5 - 8 years) – 180 hours annually (7.5 shifts/yr.)
- 97 thru 168 mos. of full & continuous service (9 - 14 years) – 216 hours annually (9shifts/yr.)
- 169 mos. of full & continuous service & after (15 years +) - 264 hours annually (11shifts/yr.)

The maximum vacation accrual limit shall be 17 shifts (408 hours). Hours in excess of this limit shall be paid each twice per year with the December 31, payroll on paycheck dates: January 7<sup>th</sup> (hours in excess as of pay period ending December 31<sup>st</sup>); and July 7<sup>th</sup> (hours in excess as of pay period ending June 30<sup>th</sup>).

Employees shall schedule vacation leave far enough in advance of the desired absence to allow for proper staffing coverage in the Fire Department. The City shall make a reasonable attempt to accommodate each employee's request for vacation leave subject to the staffing requirements of the department but with due regard for the wishes of the employee.

Vacation will be scheduled annually during the month of November for the following calendar year on a seniority basis subject to the following:

The represented employee with the most seniority will have the first opportunity to schedule a vacation.

For each opportunity to select vacation, an employee may schedule a "block" of time off which shall range from a minimum of one (1) full shift to a maximum of ten (10) consecutive full shifts.

Following each opportunity to select vacation time off, the employee's name will rotate to the bottom of the vacation seniority list. Vacation scheduling will continue on a rotational basis in the order of seniority until each employee has had the opportunity to schedule all of his/her annual vacation. Vacation that is not scheduled during the rotational selection process can be scheduled on a first come, first served basis.

Three persons can be off on vacation or CTO on any given day at same time throughout the year starting the first full pay period following ratification of this MOU by Local 1874 and approval by the City Council. The three-person limit does not include employees assigned to the 40-hour work week.

Vacation must be used in minimum 4-hour increments and any vacation requested for less than 12 hours, will be approved only if another employee volunteers for the overtime assignment created by the use of vacation.

An employee whose vacation leave request has been unreasonably denied may file a grievance in accordance with the City's grievance procedure.

Upon separation/termination from City service, employees shall be paid for all accrued but unused vacation hours at the current hourly rate.

## **20. 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. Members of this unit (including 40-hour work week assignments up to 90 calendar days) shall accrue 144 hours of sick leave annually (12 hours per month) for each full month of continuous service. There shall be no maximum accumulation limit on sick leave accrual.

Employees may utilize up to 240 hours of accrued sick leave in the previous 12-month period for illness, disability or preventative medical, dental or optical care for members of the employee's immediate family.

If an employee has a serious health condition (non-work related and off work three consecutive days or more), the employee may be required to submit a health certification/doctor's note pursuant to the City's Family Care and Medical Leave Act Policy. An employee who exhausts leave accruals may be eligible for leave donations pursuant to the City's Catastrophic Leave policy, which includes the ability for members within the bargaining unit, or another bargaining unit to donate certain leave hours (refer to policy for leave types).

If there is a reasonable suspicion of sick leave abuse, the Fire Chief has the authority to require the employee to provide a certification from a physician stating the cause of the absence, the inability to perform their duties, and the date the employee is able to return to work.

For the purposes of this section, "immediate family" shall be defined as the employee's spouse/domestic partner, dependent children, siblings, parents (including foster and step), parents of the employee's spouse (including foster and step), grandparents, grandchildren, a designated person as defined under AB 1041, 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.

## **21. SICK LEAVE PAYOFF**

Employees of this bargaining unit shall be entitled to cash out up to 50% of their sick leave balance at the time of retirement (see Retirement section, PERS Sick Leave Conversion). Such payment shall be made at the employee's rate of pay at the time of retirement.

All sick leave hours not cashed out may be used toward service credit in accordance with CalPERS Sick Leave Conversion, up to the maximum of one year. For purposes of this section, cash payment shall be defined as:

- a payment in the form of a check
- payment made to the employee's Retirement Health Savings Account
- contributions being made to the deferred compensation plan

## **22. BEREAVEMENT LEAVE**

In the event of a death in the immediate family of an employee, he/she shall upon request be granted forty-eight (48) hours of bereavement leave with pay without charge to his/her accumulated sick leave credits or accrued vacation and an additional seventy-two (72) hours to be charged against the employee's accumulated sick leave or vacation 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 72 hours of bereavement leave per year upon request which shall be charged against the employee's accrued vacation or compensatory time off credits. 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 vacation or compensatory time off credits.

The City may require evidence of attendance at the funeral.

## **23. SWORN SAFETY WORKER LEAVE**

This program is eliminated as of 2022, and there will be no additional accrual. Employees in this bargaining unit with accrued balances shall be eligible to use them throughout the end of employment. This leave will have no cash value and will be forfeited upon separation of employment. The use of Sworn Safety Worker Leave will be subject to the rules, procedures, and practices that govern the use of Vacation Leave.

## **24. ACCRUED LEAVE PAY UPON TERMINATION/SEPARATION**

Unused compensatory time leave, and vacation leave accrued and unused prior to the

effective date of an employee's termination/separation, shall be paid in a lump sum upon termination/separation. (This section does not refer to sick leave.)

**25. MILITARY LEAVE**

Military leave shall be granted in accordance with the provisions of State and Federal laws. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken. Time spent on military leave shall not be considered as a break in City service. Employees requesting military leave shall present their military orders to their Department Manager in sufficient time for scheduling other personnel to work in their place. In an emergency situation, orders will be forwarded to the City as soon as possible.

**IV.INSURANCE**

**26. HEALTH AND WELFARE PLANS**

The City agrees to continue to provide medical, prescription, dental, and vision care insurance benefits at the levels that currently exist, if possible, as of the date of adoption of this agreement. The City obligation to maintain medical insurance benefits at current levels is satisfied through its continued enrollment in the PERS Health Plan.

**Active Employees**

A health care program will be provided for all employees of this unit. The City will make the Minimum Employer Contribution (MEC) each month to CalPERS on behalf of each employee opting into the health care program.

The City will pay an additional monthly contribution for those opting into the CalPERS health program to apply to their medical premiums. The maximum benefit paid, including the MEC and the city contribution, will be as follows, effective January 1, 20265:

Single .....	\$ <u>109</u> 50
Employee +1 .....	\$ <u>201</u> 800
Family .....	\$ <u>274</u> 00

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 of this unit chooses to decline health insurance coverage, the City will contribute \$8600.00 to the employee'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 the 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.

**Retired Employees**

The maximum retiree health benefit to be paid by the city, including the MEC will be \$675.00. This benefit is only available to members who are actively enrolled in medical through the City/CalPERS at time of retirement.

**27. DENTAL INSURANCE**

The City shall pay the entire premium for dental coverage for all members of this unit. These rates will be in effect for the duration of this agreement.

Dental coverage will include 100% of diagnostic/preventive work up to a maximum of \$1,500 per covered person (total). The deductible would be waived for diagnostic/preventive work.

**Orthodontia Benefit**

The City will provide an orthodontia benefit under the dental plan. The plan will pay 50 percent (50%) of the cost of orthodontia services up to a lifetime maximum of \$1,500 per person covered.

**28. VISION INSURANCE**

The City shall pay the entire premium for vision care for employees and their dependents. These rates will be in effect for the duration of this agreement.

**29. LIFE INSURANCE COVERAGE**

Life Insurance will be provided at the following schedule for employees with less than five years of City service:

Employee .....	\$5,000.00
Spouse .....	\$1,000.00
Child (Age six months of Plan's maximum age) .....	\$1,000.00

Child (Age over 14 days and under six months).....\$100.00

Life Insurance will be provided at the following schedule for employees with five or more years of city service:

Employee.....\$10,000.00  
 Spouse..... \$1,000.00  
 Child (Age six months of Plan's maximum age) .....\$1,000.00  
 Child (Age over 14 days and under six months) .....\$100.00

**30. LONG TERM DISABILITY INSURANCE**

The Association obtains coverage from the California Association of Professional Firefighters (CAPF). City does not endorse, nor does it administer the Association-provided plan. The employee will pay the entire premium cost for the plan. When an employee is approved for a benefit under CAPF or other voluntary disability policy, disability payments should be supplemented by utilizing leave accruals, as appropriate under the City’s leave of absence policies and Rules and Regulations; an exception will be made if the employee elects a CAPF disability payment option that requires the employee to enter into an unpaid status to receive that benefit payment option.

**V. RETIREMENT**

**31. PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

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 the Internal Revenue Code 414 (h)(2) - Employee Pick-Up. Retirement benefits shall be consistent with 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 (PEPRA):**

- 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;
- 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
- 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 Government Code §7522.04(f) and related CalPERS membership requirements.

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

**Classic Members**

**Retirement Benefits: Retirement Plan for Employees Hired on or Before December 31, 2012**

Employees hired on or before December 31, 2012, 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.

Each employee covered by this Section shall pay through payroll deduction, 100% of the required bargaining unit member contribution, which is nine percent (9%).

Effective January 1, 2020, these employees shall pay through payroll deduction an additional nine percent (9%) toward the cost of pension benefits as applied to all PERSable wages and benefits, for a total of eighteen percent (18%) as permitted by Government Code Section 20516.

The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516(b)- CalPERS Contract Amendment Method. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process.

**MOU Method-Cost Sharing**

Notwithstanding the above, effective immediately upon the effective date of this MOU, the above referenced nine percent (9%) cost-sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f)-MOU Method. Both parties understand that the 9% cost sharing paid by employees under 20516(f) are to be made post-tax, pursuant to IRS regulations.

**CalPERS Contract Amendment Method-Cost-Sharing**

Only until such time a contract amendment is completed under 20516(b)-CalPERS Contract Amendment Method, which includes a majority vote of member election to cost-share, shall the 9% cost-sharing be paid by employees on a pre-tax basis. The Association and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section.

## **PEPRA Members**

### **Retirement Plan for Employees Hired on or After January 1, 2013, Who Are Not Classic Members**

Employees hired on or after January 1, 2013, who are new members, as defined by CalPERS, 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.

As required by Government code §7522.04(g), unit members covered by this Section shall pay, through payroll deduction, fifty percent (50%) of the total normal cost of their retirement plan as determined annually by CalPERS.

Effective January 1, 2021, CalPERS cost-sharing ended for PEPRA employees, and they are only required to pay fifty percent (50%) of the total normal cost of their retirement plan.

If, during the time period of this contract, the law is amended to discontinue the requirement to have at least a two-tier system affecting employees hired on or after January 1, 2013, the affected employees in this bargaining unit will be subject to reverting to the same benefits as "classic members" as defined in this section.

## **32. PERS SICK LEAVE CONVERSION**

CalPERS will provide for sick leave credit upon retirement. 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 a portion of sick leave towards retirement and be paid the balance in accordance with and subject to the limitations of Section 22. Sick Leave Payoff.

## **VI. MISCELLANEOUS**

### **33. MANDATED SOCIAL SECURITY COVERAGE**

In the event the Federal Government mandates participation in the Federal Social Security System for City of Manteca employees, it is mutually agreed that the provisions of the supplemental Memorandum of Understanding dated March 18, 1978, become open and subject to the negotiation process.

### **34. ALCOHOL AND DRUG TESTING**

The City and Association have agreed to a "Drug and Alcohol Testing Policy".

### **35. PSYCHOLOGICAL TESTING**

The City and the Association agree that the City may require psychological testing for entry level Firefighters and for promotions from the rank of Captain and above.

### **36. MEDICAL APPOINTMENT**

The City and the Association agree that employees of the Fire Unit will endeavor to schedule medical appointments on their off-duty hours.

### **37. INJURY LEAVE WITH PAY**

Any sworn member of this bargaining unit receiving full salary shall be subject to benefits, whether temporarily or permanently disabled by injury or illness, arising out of and in the course of his duties, as pursuant to Section 4850 of the Labor Code.

The Association will cooperate fully to help the City, in all legal ways, to reduce on-the-job injuries.

### **38. LIGHT DUTY OPTIONS**

The City will assign employees of this unit to light duty assignments when an industrially or non-industrially injured employee is found by a physician to be able to return to work but the employee is unable to reassume the full range of his/her assignment.

If the employee claims that the injury is industrially related and/or the claim is determined by the City to be industrially related, the City may proceed to make the light duty assignment in the department or outside of the department in as closely related work as possible. If the anticipated length of the light duty assignment is thirty (30) days or less, the employee has the choice to work their normal work schedule or a four (4) days per week and ten (10) hours per day schedule. If the anticipated length of the light duty assignment is more than thirty (30) days, the City has the right to assign the employee to either a work schedule of four (4) days per week and ten (10) hours per day or their normal work schedule while on light duty. The City will provide an additional 16 hours per week for an employee that is on light duty and assigned to a work schedule of four (4) days per week and ten (10) hours per day schedule.

If the employee claims that the injury is non- industrially related, the City may offer options for light duty assignments. The employee may select which option he/she wishes to take. The light duty assignment may be made in the department or outside of the department in as closely related work as possible. If the anticipated length of the light duty assignment is thirty (30) days or less, the employee shall work their normal work schedule. If the anticipated length of the light duty assignment is more than thirty (30) days, the City will have the option of assigning the employee to either a work schedule of four (4) days per week and ten (10) hours per day or work their normal work schedule while on light duty. If the employee is assigned to a work schedule of four (4) days per week and ten (10) hours per day, the employee has the option to use any accrued leave time to compensate for the reduction of sixteen (16) hours per week.

### 39. TRAINING

In order to stay current with the Fire Service trade, upgrade the level of employee's competence and provide more comprehensive training, the City shall provide annually, a minimum of one recognized State Fire Marshal course for each member of the unit.

All members of this unit will receive up to 24 hours paid leave for fire related training per year. Eligible training shall include, but not limited to, State Fire Marshal courses, college degree programs, hazardous materials training, rescue systems training, EMS training, and officer or management training. In addition, 32 hours per year of vacation or compensatory time off (CTO) shall be allowed for fire related training. The Fire Chief may approve additional training courses and additional paid leave, vacation or CTO, within budgetary constraints. Any additional leave can be irrespective of personnel already scheduled for CTO or vacation leave. Nothing in this section shall be construed as requiring the City to pay for the training unless such payment is required by policies, procedures or provision of this MOU. The mandatory training for maintenance of the CSTI Hazardous Materials Specialist certification for member of the hazardous materials team, shall not count against the paid leave for training entitlement set forth in this paragraph.

Training is the responsibility of both management and the individual employee. The ultimate organizational goal is that all personnel shall be trained in their respective duties within budgetary constraints.

### 40. NO SMOKING REQUIREMENT

Members of this bargaining unit who are employed after June 1, 1984, as a condition of employment, shall refrain from smoking tobacco or any substance.

### 41. STAFFING

The City shall maintain a minimum staffing of ~~15-18~~ per shift. However, the City may reduce minimum staffing ~~to 14 per shift to keep within each fiscal year's "operations program" budgeted overtime exclusive of the "mutual aid overtime" budget based on financial constraints as determined by the City.~~

~~Engine and Ladder companies will maintain a complement of three full-time employees on each apparatus. The Fire Department shall make every reasonable effort to ensure that other duties assigned to unit members, including but not limited to Fire Department sponsored training, special projects, or incidental duties shall be scheduled so as not to conflict with the intent of this section.~~

Engine and Ladder company crews shall consist of three full-time employees. To ensure operational safety and efficiency, a three-person crew must be available to cross-staff or operate additional equipment **supplemental to, or in lieu of**, an Engine or Ladder company. The Fire Department shall make every reasonable effort to ensure that any additional duties assigned to crew members including, but not limited to department-sponsored training, special projects, or incidental assignments are scheduled in a manner that does not conflict with this staffing requirement or impair the crew's ability

to meet the operational intent described herein.

#### **42. FAIR LABOR STANDARDS ACT**

The City and the Association agree that in the event mandated Federal government overtime provisions are later amended to exclude cities or if the Supreme Court later determines that the FLSA does not apply to cities, then the City will resume its compensation for overtime in effect prior to April 15, 1986.

#### **43. ADVANCE NOTICE**

Except in cases of emergency, the Association 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. Advance notice shall include routinely furnishing one (1) copy of the agenda of City Council meetings.

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.

#### **44. NO DISCRIMINATION**

The City agrees not to discriminate against any employee because of membership in the Association or because of any activity on behalf of the Association. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, sex, physical or mental disability which does not prevent an employee or applicant from meeting the minimum standards established.

#### **45. EFFECT OF AGREEMENT**

This Memorandum of Understanding shall supersede any prior Memorandum of Understanding, in direct conflict with the provisions herein.

#### **46. SEPARABILITY OF PROVISIONS**

Should any section, clause or provision of this Agreement be declared illegal by final judgment by a court of competent jurisdiction, such invalidation of said section, clause or provisions shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for any part of this Agreement rendered or declared illegal.

#### **47. WELLNESS**

Effective July 1 each year, the City will contribute 5% of base salary for all bargaining unit members as Wellness hours (145.60) that can be used or cashed out.

An employee hired after July 1, will have the amount of wellness leave provided pro-rated commensurate with the date of hire. An employee hired after July 1 each year will not be eligible to use Wellness Leave as time off until after they complete six (6) months of employment. However, an exception to use wellness hours may be approved by the Director of Human Resources in cases in which a new hire with less than 6 months of employment does not yet have enough accrued sick leave to cover shifts missed due to injury or illness. **With this exception only, the maximum number of individuals off for vacation, CTO or wellness leave does not apply, as the intent is that this type of occurrence shall be treated similar to sick leave usage.**

They will be eligible for cash out of the prorated amount any time at request or on June 30<sup>th</sup>. The amount of wellness leave provided will be pro-rated to the date of hire. This leave must be utilized the fiscal year it was granted. The 145.60 annual wellness bank can be used without restriction, provided that with the Fire Chief's approval, a maximum of up to four individuals (excluding 40-hour work week employees) in this bargaining unit may be off utilizing either Vacation Leave, CTO, or Wellness with the condition that a minimum of one of the four individuals is utilizing their wellness leave and the fourth person off does not generate a mandated OT position on the days listed below:

- Easter
- Independence Day
- Thanksgiving
- Christmas Eve
- Christmas Day

All 145.60 hours of wellness leave, or any increment thereof, can be cashed out by June 30<sup>th</sup> of each year or be placed into a deferred compensation account. Any wellness leave hours still available for use as of June 30<sup>th</sup> will automatically be cashed out in the pay period that includes June 30<sup>th</sup>.

#### **48. FIRE REPORTING SOFTWARE**

The current Fire Reporting Software system will be maintained at its current level or above. If the City changes dispatch services, the current Fire Reporting Software system or its equivalent shall be maintained, if possible.

#### **49. RELATIVE POLICY**

For purposes of interpreting the City's Employment of Relatives rule, fire personnel that are members of this unit shall not be considered as having sole authority to make assignments and, thus, do not fall within the supervisory conflict of interest relationship. However, should a relationship as defined in the rule occur, for purposes of morale, separate shift assignments might be required to ensure a conflict of interest violation does not occur.

## 50. LONG TERM MUTUAL AID

To allow for adequate rest, employees returning from long term mutual aid will have the option of taking up to forty-eight (48) hours of time off utilizing vacation leave, or CTO with pay if the employee has worked at least four (4) consecutive shifts.

## 51. PERFORMANCE EVALUATIONS

With the exceptions noted below, all sworn Fire Personnel will have their annual evaluations due November 30. This will allow employees to be evaluated annually following their shift bid assignment changes in January of each year.

**Exceptions to the due date of November 30 are as follows:**

- Any probationary employee will remain on their 18-month evaluation schedule and annually thereafter until they reach "E" step after which their evaluation schedule will convert to an annual evaluation date of November 30.
- Any employee who is not at "E" step will continue to receive annually evaluations until they reach "E" step, after which their evaluation schedule will convert to an annual evaluation date of November 30. (Promotions and reclassifications not at "E" step are examples.)

## 52. STATION SHIFT BIDDING

The shift and station bidding process shall occur on the first Tuesday of every October every year.

The first-year bidding process shall begin with the most senior Captain and progress through the Captain's seniority list until completed. Fire Engineers shall follow until completed then firefighters:

- a. All bidding will be by order of seniority in rank.
- b. Seniority dates of hiring to the fire department, followed by seniority employee numbers, will rectify concurrent appointment dates.
- c. Probationary Captains shall be excluded from the bidding process and will be assigned to a shift/station prior to the bidding process.

The following year the order will be Fire Engineers, Firefighters, and then Captains. The third year the order will be Firefighters, Captains, and then FireEngineers. This rotation will continue annually.

The Executive Board, local #1874, shall annually appoint a "Bid Coordinator".

- a. The Bid Coordinator shall notify the Fire Chief of his/her appointment.
- b. The Bid Coordinator shall notify all shift personnel by E-mail, pager, and posting of the location, time, and date of the bidding process. There will be only one day

for the selections.

- c. The Bid Coordinator shall provide the completed bid selections of all eligible personnel to the Fire Chief by October 15 for approval.
- d. There shall be (2) Hazardous Materials team members per shift.
- e. There shall be (1) approved Fire Investigator per shift. The Fire Marshal shall supply a list of approved Investigators. The Reserve Training Officer will have the option of choosing Station 241.
- f. The Bid Coordinator shall determine the implementation plan to provide the shift changes to occur during the first pay period in January. The implementation plan will be given to the Fire Chief by December 1<sup>st</sup> for approval. No additional costs shall occur as a result of changing shifts. The overtime exception as identified in the M.O.U. shall apply.

Personnel may submit their selection(s) on ONLY Union approved written proxy form, to the Bid Coordinator. Personnel that have NOT submitted an approved proxy form to the Bid Coordinator and who are NOT present during the bid process, will be contacted via telephone AND telephone pager.

- a. Personnel will have ONLY 15 minutes to respond to the telephone pager. Time will begin as soon as the paging is completed.
- b. Personnel not responding within the 15-minute time limit will forfeit their bid rights.
- c. The Fire Chief shall assign all personnel that forfeit their bidding rights, within the remaining vacant positions.

It is the practice of the fire department to assign newly hired firefighters and promoted individuals to a shift and rotate probationary Firefighters and Engineers between the fire stations during their probationary period. The Fire Chief shall determine these assignments. Any resulting shift openings, including retirements, shall be filled by seniority selection from only the shift having too many of the affected rank. Only the shift being affected by the station vacancy shall participate in the bid process. If no personnel bid for the vacant assignment, the Fire Chief shall make the determination.

Clarification:

- a. If a probationary firefighter's station rotation creates a vacancy at a fire station on "C" shift, then the remaining "C" shift firefighters can bid the station assignment to accommodate the rotation.
- b. If a Captain on "A" shift must move to "B" shift to accommodate a promotional assignment, only the "A" shift Captains can bid for the vacancy on "B" shift.
- c. If a Fire Engineer on "B" shift must move to "A" shift to accommodate a promotional assignment, only the "B" shift Fire Engineers can bid for the vacancy on "A" shift.

The shift/station bidding process does not negate the Fire Chiefs right to assign employees based on department workload, assignments, or personnel issues to better serve the needs

of the community.

The shift/station bidding process does not negate the Fire Chiefs right to assign employees based on department workload, assignments, or personnel issues to better serve the needs of the community.

**VII. SIGNATURES**

This Memorandum of Understanding shall remain in full force and effect until a successor MOU is signed by the parties herein.

Executed this \_\_\_\_ day of \_\_\_\_, ~~2025~~2026.

MANTECA FIREFIGHTERS  
IAFF Local 1874

CITY OF MANTECA

---

Bryant Kendall  
President

---

Jose Jasso  
Assistant City Manager

---

Travis Bonds  
Vice President

---

Stephanie Van Steyn  
Director of Human Resources

---

Ray Ramirez  
Chief Negotiator