

CITY OF MANTECA

AND

THE MANTECA PROFESSIONAL FIREFIGHTERS IAFF LOCAL 1874

SIDE LETTER OF AGREEMENT

This Side Letter Agreement (“Side Letter”) is made and entered into on December 17, 2025, pursuant to meet and confer with the Manteca Professional Firefighters IAFF Local 1874. City and the Manteca Professional Firefighters IAFF Local 1874 are sometimes referred to in this Side Letter as “Party” or, collectively, as the “Parties.”

All other provisions of the parties’ Memorandum of Understanding (MOU) effective July 1, 2025 through June 30, 2026, shall remain unchanged unless otherwise agreed to by the parties or as a result of subsequent negotiations over a successor MOU.

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, employees will receive a 3% 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:

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New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Easter Sunday
Memorial Day
Independence Day
Cesar Chavez Day
Labor Day
Admission Day
Columbus Day
Veteran's Day
Thanksgiving Day
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.

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

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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.

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

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annually (11 shifts/yr.)

The maximum vacation accrual limit shall be 17 shifts (408 hours). Hours in excess of this limit shall be paid each year with the December 31, payroll.

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.

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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.

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.

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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 30th. 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 30th of each year or be placed into a deferred compensation account. Any wellness leave hours still available for use as of June 30th will automatically be cashed out in the pay period that includes June 30th.

ATTACHMENT 1 – See Updated Salary Matrix effective February 17, 2026