

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MANTECA
AND
THE MANTECA MID-MANAGER ASSOCIATION (MMA)

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

Table of Contents

I.	TERM, RECOGNITION AND RIGHTS.....	1
1.	TERM	1
2.	RECOGNITION	1
3.	MANAGEMENT RIGHTS	3
4.	ASSOCIATION RIGHTS.....	5
5.	ADVANCE NOTICE	6
6.	NON-DISCRIMINATION.....	6
II.	COMPENSATION	6
7.	SALARY.....	6
	General Salary Increases	6
8.	SIGNING BONUS	6
9.	STIPEND.....	7
10.	EDUCATIONAL INCENTIVE PAY	7
11.	BILINGUAL PAY.....	7
12.	HOLIDAY BENEFITS	8
13.	FLOATING HOLIDAY.....	8
14.	LONGEVITY PAY.....	9
15.	TEMPORARY UPGRADE PAY	9
III.	LEAVES	9
16.	VACATION LEAVE.....	9
17.	ADMINISTRATIVE LEAVE	10
18.	WELLNESS LEAVE	10
19.	SICK LEAVE.....	10
20.	BEREAVEMENT LEAVE	11
21.	LEAVE BANK.....	11
IV.	INSURANCE	11
22.	HEALTH INSURANCE	11
23.	DENTAL INSURANCE.....	12
24.	VISION INSURANCE	13
25.	LIFE INSURANCE COVERAGE	13

26. SHORT TERM/LONG TERM DISABILITY INSURANCE..... 13

V. RETIREMENT 13

27. RETIREMENT 13

 State Retirement Program..... 13

 Definitions..... 13

 Retired Employee is defined as follows: 13

 New Member is defined as follows:..... 14

 Classic Member is defined as follows: 14

 Retirement Benefits 14

28. SUPPLEMENTAL RETIREMENT PLAN 16

29. SICK LEAVE PAY OFF 16

30. RETIREE HEALTH 16

VI. MISCELLANEOUS 16

31. TRAINING & CERTIFICATIONS..... 16

32. LIGHT DUTY ASSIGNMENT 17

33. CATASTROPHIC LEAVE PLAN 17

34. WORK SCHEDULE 17

35. PERSONNEL FILES 17

36. ALTERNATIVE WORK SCHEDULE..... 17

37. REOPENER..... 18

38. SIGNATURES 18

This agreement, entered into by and between the City of Manteca (hereinafter City) and the Manteca Mid-Manager Association (MMA) constitutes the results of meeting and conferring in good faith by the parties in accordance with Gov. Code § 3500, et seq., and the Employer-Employee Relation. Resolution of the City of Manteca. It is understood and agreed that this agreement supersedes and replaces all prior agreements between the City and the MMA covering the matters contained herein. Whenever this MOU contains a provision relating to the subject matter which is also referred to in the Personnel Rules and Regulations or any other City ordinance, the specific provisions of this MOU shall prevail. Otherwise, employees are subject to the rights and obligations identified in the Personnel Rules and Regulations or another City ordinance.

I. TERM, RECOGNITION AND RIGHTS

1. TERM

The terms outlined in this summary are effective July 1, ~~2023-2026~~ through June 30, ~~2026~~2029.

2. RECOGNITION

The City hereby acknowledges the MMA as the recognized employee organization for the Mid Manager Group as provided in the City's Employer-Employee Relations Resolution and state law.

The Association recognizes the City Manager and the Human Resources Director as the representatives of the City. The full-time employee classifications, which are covered by this Agreement, are listed as follows:

<u>Assistant Engineer</u>
<u>Associate Civil Engineer</u>
<u>Associate Engineer</u>
<u>Associate Planner</u>
<u>Economic Development Analyst</u>
<u>Facilities Manager</u>
<u>Fleet Maintenance Manager</u>
<u>Golf Course Maintenance Superintendent</u>
<u>Housing and Homeless Services Manager</u>
<u>IT and Innovation Manager</u>
<u>IT Applications Manager</u>
<u>IT Infrastructure Manager</u>
<u>IT Support Services Manager</u>
<u>Laboratory Supervisor</u>
<u>Landscape Maintenance Superintendent</u>
<u>Management Analyst</u>
<u>Parks and Golf Maintenance Manager</u>
<u>Parks Maintenance Superintendent</u>
<u>Parks Planning & Development Manager</u>
<u>Permit Center Supervisor</u>

<u>Plan Check Engineer</u>
<u>Recreation Manager</u>
<u>Recreation Supervisor</u>
<u>Revenue and Billing Supervisor</u>
<u>Senior Accountant</u>
<u>Senior Civil Engineer</u>
<u>Senior Economic Development Analyst</u>
<u>Senior IT Systems Engineer</u>
<u>Senior Management Analyst</u>
<u>Senior Plan Check Engineer</u>
<u>Senior Planner</u>
<u>Solid Waste Manager</u>
<u>Solid Waste Supervisor</u>
<u>Street Maintenance Manager</u>
<u>Transit Manager</u>
<u>Wastewater Collection System Superintendent</u>
<u>Wastewater Maintenance Superintendent</u>
<u>Wastewater Operations Manager</u>
<u>Wastewater Operations Superintendent</u>
<u>Water Distribution Superintendent</u>
<u>Water Division Manager</u>
<u>Water Meter Services Superintendent</u>
<u>Water Resources Regulatory Manager</u>
<u>Water Treatment Superintendent</u>

~~Assistant City Clerk~~
~~Assistant Engineer~~
~~Associate Engineer~~
~~Associate Planner~~
~~Deputy City Manager~~
~~Deputy Director of Development Services; Building~~
~~Deputy Director of Development Services; Planning~~
~~Deputy Director of Engineering~~
~~Deputy Director of Finance~~
~~Deputy Director of Maintenance & Operations~~
~~Deputy Director of Public Works-Solid Waste~~
~~Deputy Director of Water Resources~~
~~Economic Development Manager~~
~~Facilities Maintenance Manager~~
~~Fleet Maintenance Manager~~
~~Golf Course Maintenance Supervisor~~
~~Homeless and Housing Manager~~
~~IT Applications Manager~~
~~IT Operations Manager~~
~~Laboratory Supervisor~~
~~Landscape Maintenance Supervisor~~
~~Management Analyst~~
~~Parks/Golf Maintenance Supervisor~~

~~Parks/Golf Maintenance Manager~~
~~Parks Planning & Development Manager~~
~~Permit Center Manager~~
~~Planning Manager~~
~~Public Works Manager—Transit~~
~~Real Property Manager~~
~~Recreation Services Manager~~
~~Recreation Supervisor~~
~~Revenue Manager~~
~~SCADA Engineer~~
~~Senior Accountant~~
~~Senior Engineer~~
~~Senior Management Analyst~~
~~Senior Plan Check Engineer~~
~~Senior Planner~~
~~Solid Waste Manager~~
~~Street Maintenance Manager~~
~~Wastewater Collection System Supervisor~~
~~Wastewater Maintenance Supervisor~~
~~Wastewater Operations Manager~~
~~Wastewater Operations Supervisor~~
~~Water Distribution Supervisor~~
~~Water Meter Services Supervisor~~
~~Water Resources Regulation Manager~~
~~Water Treatment Operations Supervisor~~

In accordance with AB 119, the City will provide the MMA with the names, classifications and date of hire of employees assigned to the classifications in the bargaining unit.

3. MANAGEMENT RIGHTS

To ensure that the City is able to carry out its municipal and statutory functions and responsibilities, nothing contained in this article shall be construed to require the City to negotiate on matters that are solely a function of management, or not otherwise assigned as an employee right.

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:

- to manage the City generally and to determine issues of policy;
- to determine the necessity for, and organization of, any service or activity conducted by the City, and to expand or diminish services;
- to determine the nature, manner, means, technology and extent of services to be provided to the public;
- 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, numbers and classifications 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;
- exercise complete control and discretion over its organization and the technology of performing its work;
- To establish, publish or modify rules and regulations to maintain order, safety and efficiency in the City, subject to any meet and confer requirement identified in Gov. Code § 3500, et seq.

The MMA 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 overtime, and to otherwise act in the interest of efficient service to the community.

4. ASSOCIATION RIGHTS

The MMA shall have the right, upon request, to meet and confer in good faith with the City regarding matters within the scope of representation. The MMA may have up to three (3) members 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, provided that the representatives give at least 24 hours of notice to his/her supervisor regarding the scheduled negotiations and receive permission from the supervisor to meet and confer on City time. A reasonable period of time will be permitted for preparing for meeting and conferring.

MMA 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 employee representative whenever possible, however, will advise the Department Manager or his/her designee at least 24 hours in advance of such an on-site meeting and obtain permission from the Department Manager to meet with his/her employees on City time. Permission will not be unreasonably denied.

The MMA shall be allowed the use of City equipment and facilities normally used in the conduct of business meetings. The City shall be reimbursed for the cost of copies made on City copy equipment. The MMA 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 MMA.

Posted material 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.

The Association agrees to notify the City of the identity of its Association Board. Whenever a change in the Association Board occurs, the MMA will immediately notify

the City of such changes.

5. ADVANCE NOTICE

Except in cases of emergency, the MMA 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 MMA with an advance copy of any departmental policy affecting wages, hours and working conditions prior to implementation.

6. 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 conditions, and military or veteran status.

II. COMPENSATION

7. SALARY

Salaries during the term of this Agreement shall be as set forth in the MMA Salary Schedules.

General Salary Increases

Cost of living adjustment for all job classifications in this unit payable as follows:

2% payable on first pay period following ratification with no retroactive pay

2% — July 1, 2024

3% — July 1, 2025

Refer to the Salary Matrix published by the Human Resources Department for salary range and corresponding salary steps within that range.

8. SIGNING BONUS

All members of this association who are on payroll at the time of Council contract approval

~~shall receive a one-time non-PERSable stipend of \$5,000 upon execution of this contract. This will be paid on the pay period following ratification. Employees acknowledge that the lump-sum payment will be subject to applicable federal, state, and other taxes, as required by law.~~

8. PROFESSIONAL ENGINEER DIFFERENTIAL PAY

Employees in the classification of Associate Engineer are eligible for a 5% differential pay for possession of a valid Certificate of Registration as a Civil Engineer in California, which must be maintained to be eligible.

9. STIPEND

Effective July 1, members will receive a non-PERSable stipend equal to 2% of their base salary. The 2% 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. Any unused stipend will be automatically cashed out on June 30.

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

10. EDUCATIONAL INCENTIVE PAY

Members of this unit shall receive educational incentive pay as follows:

3% of the monthly base rate of pay per month upon presentation of satisfactory proof that an employee has been awarded either a ~~Bachelor or Master Degree~~ bachelor's or master's degree. Educational incentive is not stackable, therefore, capping at 3% An employee is eligible to receive a maximum of three percent (3%) Education Incentive Pay.

Payment shall accrue on the first day of the pay period following the presentation of eligibility. ~~No payment shall be made during an employee's original probationary period, therefore, employees promoting into this unit or within this unit are eligible should the requirements below be met without having to pass their promotional probationary period.~~

Notwithstanding any language in this MOU or job description to the contrary, ~~to the extent a minimum educational degree is required for the position, that individual shall not be eligible for additional pay for processing that degree. an employee is not entitled to Education Incentive Pay for a degree that is a mandatory requirement for their classification. If an employee has been awarded a degree higher than the required degree, then the employee is eligible for the Educational Incentive Pay.~~

11. BILINGUAL PAY

Persons who speak Spanish, Portuguese, Tagalog, Vietnamese, Chinese, Thai, Laotian, Arabic, Punjabi, Farsi, Cambodian, or interpret American Sign Language (ASL) are eligible to receive 2.5% of their monthly base rate of pay per month in addition to their base rate of

pay. An employee is entitled to receive bilingual pay provided that the employee has passed ~~a~~ an oral proficiency examination as determined by the City Human Resources Director and is assigned to provide translation services in addition to other duties in their specific job description. The City may determine the number of employees designated to provide translation services. If a change in the number of designated employees adversely impacts a member of this bargaining unit, both parties agree to meet and confer on the impacts.

12. HOLIDAY BENEFITS

The following are recognized as legal holidays for the MMA:

New Year's Day (January 1)
 Martin Luther King Jr Day (Third Monday in January)
 President's Day (Third Monday in February)
~~Cesar Chavez Day~~ Farmworker's Day (March 31)
 Memorial Day (Last Monday in May)
 Independence Day (July 4)
 Labor Day (First Monday in September)
 Veteran's Day (November 11)
 Thanksgiving Day (Fourth Thursday in November)
 Day after Thanksgiving (Fourth Friday in November)
 Christmas Eve (December 24)
 Christmas Day (December 25)

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.

~~For those full-time employees who do not regularly work on Fridays, Mondays, or are flexed on the holiday, the City will provide one additional floating holiday for each of those recognized holidays. Employees of this bargaining unit who work an alternate 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.~~

13. FLOATING HOLIDAY

Members of this unit will receive four (4) floating holidays as of July each year, except as noted in section 12 above. The maximum number of floating holidays per fiscal year for each employee will be four (4). Employees hired after December 31, shall be eligible for two (2) floating holidays. Employees hired after March 1, will not be eligible to receive floating holidays for that fiscal year.

The floating holiday is to be taken any time as a whole day throughout the fiscal year with the approval of the Department Manager. Employees will not be allowed to carryover the floating holidays. If the time has not been taken by June 30, the employee will lose the day off unless previously approved requests, submitted prior to June 15th,

have been denied. If the previous approval is taken away, the floating holiday will carry over to the next fiscal year and the employee will be allowed to take it during that year. Floating Holidays are non-compensable at the time of separation and cannot be cashed out in lieu of taking the day off.

14. LONGEVITY PAY

MMA members with over five years of continuous employment with the City of Manteca are eligible for one longevity bonus per year of 10% of one month's base salary. MMA members with ten years of service are eligible for 20% of one month's base salary. This bonus will be considered on the employee's anniversary date of employment and paid with the next regular payroll.

15. 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 consecutive days of working out-of-class or 15 accumulative days of working out-of-class per fiscal year. Out-of-class compensation is to be a minimum salary increment of 5 percent. Any increment amount over 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

16. VACATION LEAVE

MMA members 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:

01 thru 48 months of full & continuous service	=	80 hours annually
49 thru 96 months of full & continuous service	=	120 hours annually
97 thru 144 months of full & continuous service	=	152 hours annually
145 mos. & thereafter of full & continuous service	=	184 hours annually

The maximum vacation accrual limit shall be 3 times the annual accrual rate with no cash out provision, excluding separation from employment. Once the vacation cap is reached, no additional accruals of vacation will be made until sufficient vacation has been utilized to bring the employee under the vacation cap by at least an amount equal to the pay period accrual.

17. ADMINISTRATIVE LEAVE

MMA members shall receive 96 hours of administrative leave per fiscal year.

Administrative Leave will be funded ~~at a rate of 1/2 or 1/26th of the accrual~~ per pay period with a cap of 2.5 times the annual accrual. Payment for up to ~~sixty-eighty (60-80)~~ hours of Administrative Leave can be made upon request each fiscal year.

18. WELLNESS LEAVE

Effective July 1 each year, each employee shall receive eighty-three and two-tenths (83.2) hours of wellness leave. ~~An employee hired after July 1st, until Employee are eligible after completion of six (6) months of employment. at that point~~ Once eligible, the amount of wellness leave provided will be prorated based on their date of eligibility. ~~Employees receiving a pro-rated amount can only use wellness leave for time off. Pro-rated hours cannot be used for deferred compensation or otherwise cashed-out. will receive 83.2 hours of wellness leave but will not be eligible to cash out or place into a deferred comp account until after the completion of six (6) months of employment. All hours shall be used in the fiscal year in which it was earned as time-off, deferred compensation, or cashed out by June 30.~~ Employees receiving the full wellness leave allotment may only use wellness leave in the fiscal year in which it was earned as time off, deferred compensation, or cashed out on or before June 30.

Wellness Leave will be forfeited upon separation of employment. Any wellness hours still available for use as of June 30 will be automatically cashed out. The time-off and cash out option can be utilized in any designated amount, not to exceed eighty-three and two-tenths (83.2) hours at any time during the fiscal year in which it was is earned.

19. SICK LEAVE

Sick leave with pay shall be administered in accordance with the City's Rules and Regulations. It 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 preventive medical, dental, or optical care.

The MMA shall accrue 96 hours of sick leave annually, accrued equally over each pay period for each full month of continuous service. There shall be no maximum accumulation limit on sick leave accrual.

MMA members may utilize up to 80 hours of accrued sick leave per calendar year for illness, disability or preventative medical, dental or optical care for members of the employee's immediate family.

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.

Retirees:

See Section V, Retirement, for retiree sick leave accrual cash out.

20. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, employee shall, upon request be granted up to three (3) days bereavement leave with pay without charge to their accumulated sick leave credits or accrued vacation. An additional two (2) days bereavement leave, may be taken and shall be charged against the employee's accumulated sick 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) day of bereavement leave upon request, which shall be charged against the employee's accumulated sick leave 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 of the funeral.

21. LEAVE BANK

If an employee is out on leave due to an incapacitating injury or illness, and has exhausted their sick leave during the course of the recovery, after expiration of FMLA, an employee may elect to supplement the remainder of their leave with administrative, wellness, vacation leave and/or floating holiday(s).

IV. INSURANCE

22. HEALTH INSURANCE

A health care plan will be provided for all employees. The maximum benefit paid, including the Minimum Employer Contribution (MEC) and the City contribution, will be as follows:

Single	\$ <u>8501,050</u>
Employee +1	\$ <u>16002,000</u>
Family	\$ <u>21002,700</u>

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

If an MMA member chooses to decline health insurance coverage, the City will contribute \$~~600~~800.00 to the Manager'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 an MMA 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 Manager will net the difference in their paycheck.

The Manager 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.

Look into the creation of an Employee Benefits Committee comprising of a representative from each employee association to meet annually to discuss health and welfare related changes.

Retirees

See Section V, Retirement, for retiree health benefits.

23. 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.

24. VISION INSURANCE

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

25. LIFE INSURANCE COVERAGE

Employees shall receive \$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.

26. SHORT TERM/LONG TERM DISABILITY INSURANCE

~~The City shall provide a long term disability insurance plan.~~ The plan shall provide a maximum monthly income benefit of 66 2/3% of the first ~~\$5,000~~ \$7,000 of base monthly earnings.

~~The maximum benefit paid shall not exceed \$3,333 per month. Benefits of the plan shall not be paid until 50% of accrued sick leave has been exhausted or until the 30th day following the onset of disability, whichever is longer. Benefits under the long-term disability plan shall not begin until the completion of a 90 day elimination period following the onset of disability. During the initial period of disability, employees may be eligible for benefits under the City's short-term disability plan, which includes a 29 day elimination period. There is no benefit waiting period if the employee is confined in a hospital. The City pays the cost of the short-term and long-term disability insurance plan.~~

The City pays the cost of the long-term disability insurance plan.

V. RETIREMENT

27. 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. 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:

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 Cal PERS 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 requirement; 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 Government Code §7522.04(f) and related CalPERS membership requirements.

Status as either a New Member or 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 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 required bargaining unit member contribution, which is eight percent (8%).

Additionally, Classic Tier 1 members shall pay through payroll deduction an additional five and seventy-five hundredths (5.75%) toward the cost of pension benefits, for a total of thirteen and seventy-five hundredths (13.75%).

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 members shall receive the 2.0% 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 required bargaining unit member contribution, which is seven percent (7%).

Additionally, Classic Tier 2 members shall pay through payroll deduction an additional five and seventy-five hundredths (5.75%) toward the cost of pension benefits, for a total of twelve and seventy-five hundredths (12.75%).

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 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 (5.75%) toward the employer 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.

CALPERS COST-SHARING

The parties acknowledge that CalPERS mandates an election of unit members, separate from MOU ratification, to provide for cost-sharing pursuant to Government Code Section 20516(b)-CalPERS Contract Amendment Method. The unit members have approved the contract amendment method. As such, the cost-sharing cannot exceed the employer's normal cost contribution, which is subject to change each fiscal year. Effective May 1, 2026, the 5.75% cost-sharing shall be paid by employees on a pre-tax basis and will be credited as a member contribution to CalPERS.

If the 5.75% cost-share amount ever exceeds the employer normal cost contribution in any given fiscal year based on the City's CalPERS actuarial annual valuation report, the

difference of the 5.75% minus the normal cost contribution will be paid by employees on a post-tax basis and only under the MOU Method (therefore not credited as a member contribution to CalPERS).

28. SUPPLEMENTAL RETIREMENT PLAN

ICMA Retirement Corporation administers a 401A plan. MMA members have a one-time option of participating in this plan.

MMA members are required to contribute 1% if they choose to participate in this plan.

A vote of 75% of **plan participants voting** will be required to change the mandatory employee contribution percentage for the **MMA**.

29. SICK LEAVE PAY OFF

MMA 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 one of the options below:

- 50% cash payment at their currently hourly rate and the remaining 50% will be applied towards retirement credit; or
- 100% of sick leave hours towards retirement credit.

30. 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

31. TRAINING & CERTIFICATIONS

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.

The City will pay for the cost of training and certifications that are required as a condition

of the position.

32. 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.

33. CATASTROPHIC LEAVE PLAN

Mid-Managers may donate sick leave, vacation, wellness 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 on an hour for hour basis as needed.

34. WORK SCHEDULE

In most cases, the City will utilize the synchronized 9/80 or 4/10 schedule with every other or every Friday or Monday off. A regular scheduled Friday or Monday off will not be rescheduled if the employee is summoned for jury duty. Jury duty is considered a separate, outside activity from work.

35. PERSONNEL FILES

MMA members shall have access to their personnel files including the right to inspect or receive a copy of any material placed in their personnel file maintained by Administrative Services and the right to respond to any such material. Managers shall be required to provide the Human Resources Department with 24 hours advance notice to review their personnel file.

36. ALTERNATIVE WORK SCHEDULE

An alternate work schedule (AWS) will be available to employees within this association. An AWS shall be defined as being scheduled to work a reduced number of hours as compared to the City's standardized 9/80 work schedule. By requesting an AWS, employees acknowledge that their ability to earn full service credit under PERS may be negatively impacted.

A request for an AWS will first be considered by the Department Manager. Should the Department Manager determine that such an AWS is feasible as recommended and does not adversely affect departmental operations the request will be forwarded

for review to the Director of Human Resources and City Manager for consideration; finance will review for funding and budgeting purposes. Final approval will be made at the discretion of the City Manager.

An employee can initiate, opt out of, or request or make a change to an existing AWS as of March 1 of each year. Once approved, the employee and City agree to the schedule for the entire fiscal year. If an employee transfers to a new position, department, or division a new AWS request must be approved. If an unforeseen emergency or hardship occurs during the fiscal year commitment, the employee must submit a written request for special consideration to revert to previous schedule. If the consideration is approved, the schedule change will be implemented on the next pay period.

Participant salary, benefits costs, and accruals associated with the Mid Managers Nonsworn Summary of Salaries and Benefits will be modified in accordance with the reduced work schedule on a proportionate basis to a full-time equivalent employee (FTE).

37. ~~REOPENER~~ 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 all banked compensatory time off (CTO) hours. The cash-out rate will be calculated using the employee’s hourly rate of pay in the non-exempt position, subject to required tax and other withholdings.

~~On or about March 1, 2025 and each year thereafter for the term of this contract, the City and the Union/Association will discuss the financial position of the City’s sales. At that time, if there is an increase of five percent (5%) sales tax from previous fiscal year of the City, both parties agree to open the contract on matters pertaining to wages only for the purpose of negotiation wage increases for the remainder of this contract consistent with the financial needs of the City. Any agreement(s) reached as a result of such reopening shall become effective at a date mutually agreed upon by the City and association.~~

38. SIGNATURES

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

MANTECA MID MANAGERS
ASSOCIATION

CITY OF MANTECA

Jacelyn Renwick, President

Vance Piggott, Shareholder, Kronick
Moskovitz Tiedemann & Girard

Stephanie Van Steyn, Director of Human
Resources