

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MANTECA

AND

THE OPERATING ENGINEERS LOCAL UNION NO. 3

JULY 1, 2019 – JUNE 30, 2021

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This Agreement, entered into by and between the City of Manteca (hereinafter City) and the General Services Bargaining Unit, Operating Engineers Local Union No. 3 (hereinafter Union) 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 Relations Resolution of the City of Manteca. Prior written agreements authorized by Ordinance or Resolution remain in effect and are incorporated within this document, except to the extent that such agreements conflict with this Memorandum of Understanding (MOU), in which case this MOU shall prevail. It is understood and agreed that this agreement supersedes and replaces all prior agreements between the City and the Union covering the matters contained herein.

I. TERM, RECOGNITION AND RIGHTS

1. TERM OF AGREEMENT

Except as otherwise stated herein, all terms of this agreement are effective July 1, 2019. The City and the Union mutually agree that this Memorandum expires June 30, 2021.

2. RECOGNITION

The City hereby acknowledges the Union as the recognized employee organization for the General Service Unit as provided in the City's Employer-Employee Relations Resolution and State law.

The Union recognizes the City Manager and the Human Resources-Director as the representatives of the City. The full-time employee classifications which are covered under this agreement are listed as follows:

- Building Maintenance Technician I/II/III
- Custodian I/II
- Equipment Mechanic I/II
- Facilities Maintenance Coordinator
- Instrument Technician/Electrician
- Lead Custodian
- Lead Parks/Golf Maintenance Worker
- Lead Solid Waste Collection Worker
- Lead Wastewater Maintenance Worker
- Maintenance Planner/Scheduler
- Meter Reader I/II
- Parks Maintenance Coordinator
- Parks/Golf Maintenance Technician
- Parks/Golf Maintenance Worker I/II/III
- Parts Inventory Specialist
- Senior Building Maintenance Technician
- Solid Waste Equipment Operator I/II/III
- Solid Waste Utility Worker

Streets Maintenance Coordinator
Streets Maintenance/Equipment Operator I/II/III
Traffic Sign & Markings Specialist
Utilities Mechanic
Vehicle & Equipment Technician I/II
Wastewater Maintenance Worker I/II/III
Wastewater Plant Operator I/II/III
Water Distribution Operator I/II/III
Water Regulatory Compliance Specialist I/II
Water Regulatory Coordinator
Water Systems Maintenance Worker I/II/III
Water Treatment Operator
Well Mechanic/Operator II

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 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;

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- 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 OE3 General Services Bargaining Unit 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. UNION RIGHTS

The Union shall have the right, upon request, to meet and confer in good faith with the City regarding matters within the scope of representation. The Union may have one member from each of the unit's operation 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. A reasonable period of time will be permitted for preparing for meeting and conferring.

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Union 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 Union 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 Union may use portions of City bulletin boards and reasonable use of City email for the purpose of with unit members under the following conditions:

- Posted material shall bear the identity of the Union.
- 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.

5. UNION SECURITY

The Union shall have exclusive rights to payroll deduction of dues for its members of the General Services bargaining Unit. Bargaining unit members shall have dues deducted automatically commencing with the first payroll month following the date of this agreement. Authorization forms will be issued to each employee along with applicable instructions. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including health care deductions) have priority over Union dues.

Dues withheld by the City shall be transmitted monthly to the Union at the address provided for that purpose.

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 that the employee was obligated to pay, but failed to pay regardless of the reasons.

Any Union member who notifies the City of their desire to discontinue dues or otherwise withdraw from Union membership shall be referred back to the Union. The City agrees to continue all dues deductions until notified of a deduction change by the Union.

6. 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.

7. NO STRIKE PROVISION

The Union agrees that during the term of this agreement, it will not sanction, conduct, condone nor support a strike or concerted work stoppage by members of this bargaining unit. Further, the Union agrees it will take all steps to return employees to work at the earliest possible time should such action occur.

8. ADVANCE NOTICE

Except in cases of emergency, the Union 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.

9. 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.

10. DISCIPLINARY ACTIONS**Basis**

The tenure of every municipal service employee shall be based upon reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action which shall commensurate with the seriousness of the offense and with due consideration to the employee's prior performance record and within the perimeters outlined within this policy.

Disciplinary Procedure

Consistent with the Personnel Rules and Regulations, the following procedure shall be followed when in the judgment of the Department Manager, an employee has committed an act or an omission that justifies the disciplinary action indicated which includes, but is not limited to:

- a. Incompetence or inefficiency
- b. Insubordination
- c. Dishonesty
- d. Misconduct
- e. Failure to observe city or department rules and regulations
- f. Damage to or waste of public equipment, property or supplies due to negligence or willful acts

Progressive Discipline

The principals of progressive discipline embody the concept of not only an understanding of and an allowance for human error and opportunity for correction thereof, but have "the punishment fit the crime".

A. Verbal Warning Conference

Not to be limited to one conference but instead based on circumstances of incident. Not for inclusion in Personnel File. The Supervisor is to remind the employee that the Employee Assistance Program (EAP) is available and encourage him/her to use it.

B. Written Reprimand

The written reprimand shall include a clear statement of the alleged incident, prior disciplinary action alleged incident and detailed guidelines for improvement. The employees shall be notified of the intent of the Personnel Officer to include the reprimand in the employee's personnel file and shall have an opportunity to respond in writing, a copy of said response shall be attached to and included in the employee's personnel file.

A Department Manager shall certify in writing to the Personnel Officer that he/she has investigated the facts in the case and believes them to be true before the reprimand is included in the Personnel File. If deemed appropriate, a formal referral will be made to the Employees Assistance Program (EAP) at this time.

C. Suspension/Demotion/Discharge

A full-time employee in the municipal service may be suspended, demoted or discharged only for just cause by a Department Manager. The employee shall receive a written statement of the charge(s) and upon request shall be entitled to a prompt hearing before the City Manager as per the rights provided under the laws of "Due Process". The City Manager shall cause a record to be kept of any such proceeding.

Consistent with the Personnel Rules and Regulations, the condition(s) which may justify the suspension, demotion, or discharge of an employee include, but are not limited to:

- a. fraudulent employment application
- b. willful disobedience
- c. unsatisfactory performance
- d. inefficiency
- e. insubordination

- f. disrespect to supervisors or the public
- g. conviction of a felony
- h. improper political activity
- i. other conduct which would cause direct discredit to the department or the city
- j. unauthorized absence from duty
- k. abuse of sick leave

Suspension

Suspension shall not exceed thirty (30) calendar days at any one time, nor shall any employee be suspended for more than forty-five (45) calendar days in any fiscal year. All prospective suspensions shall follow the guidelines under Rule XIII, Section 3, c. of the City's Personnel Rules and Regulations.

Demotion

The Department Manager may upon approval of the Personnel Officer, demote an employee for just cause or upon request of the employee into a vacant position. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications. Involuntary demotions may be appealed.

Discharge

Upon notice of an intent to terminate, at the discretion of the Department Manager with the approval of the City Manager, the affected employee may be placed on paid administrative leave should there be a decision that having the affected employee remain on duty would present a clear and present danger to the City and/or its employees. Upon notice of an intent to terminate, at the discretion of the Department Manager, the affected employee will be allowed time off work from regular duty for the purpose of evaluating the intended action and preparing any necessary answers.

D. GRIEVANCE PROCEDURE

Purpose

It is the purpose of this procedure to provide a simplified and definite method for employees to resolve grievances they may have in their employment relationships with the City. The overall policy of the City of Manteca is to provide for the resolution of grievances and internal complaints at the lowest level possible within the employment hierarchy of the City without unnecessarily disrupting City functions or services. The use of this shall not be held against any employee in any manner. This procedure shall be followed by all city employees.

Definition of Grievance

A grievance is a disagreement between city management and an employee, group of employees or employee association/union concerning the interpretation, application, or violation of a specific article(s) of a Memorandum of Understanding or established written rule(s) or regulation(s), governing personnel practices. Refer to Section I of these procedures.

Use of City Time

Reasonable City time may be used in the preparation of a grievance or internal complaint. City time may be used for the procedures as set forth below:

Procedural Due Process

The grievance procedure shall not act as a substitute for procedural due process rights for individual employees with respect to pre-disciplinary/discharge matters. At a minimum, these pre-removal safeguards must include notice of the proposed action, the reasons therefore, and a copy of the charges and materials upon which the action is based and the right to respond either orally or in writing. (Skelly v. State Personnel Board (1975), 15 Cal. 3d 1974).

Steps of Disciplinary Grievance Procedures

Grievances pertaining to suspensions, demotions, or discharges shall follow these procedures. All other grievances shall be filed in accordance with Administrative Policy "Grievance and Internal Complaint Procedure" (See attached). If the grievance is not resolved at the City Manager's level and is a serious disciplinary action defined as reductions of pay rate, suspensions of three (3) shifts or more, demotions, or dismissal from employment, either party to the dispute may initiate Advisory Arbitration by notifying the City Manager's office in accordance with procedures contained herein. Such request shall be submitted in writing within ten (10) calendar days (excluding Saturdays, Sundays and Holidays) after the City Manager renders a decision, with a copy served by mail upon the other party.

Procedure for Selection of Arbitrator

The grieving party and/or union and the City shall meet upon receipt of the list of Arbitrators to mutually select the Arbitrator, or to alternatively strike off names until only one person remains. The designated individual shall then serve as the Arbitrator of record in accordance with the duties set forth in this procedure.

Compensation for Designated Arbitrator

Compensation for a designated arbitrator, i.e., fees, expenses, etc., shall be shared equally by the parties.

Arbitration Proceedings

All disputes as defined in STEP 4 and submitted to STEP 4 shall be heard by a single arbitrator unless the parties mutually agree to a larger number. Upon being selected, the arbitrator should convene an arbitrating hearing as soon as practicable. Each party to the dispute shall have the opportunity to present material and relevant evidence and to cross examine witnesses.

When the arbitrator ascertains that the arbitration proceeding has been completed, the arbitrator shall render an advisory decision to the parties to the dispute as soon as conveniently possible, but not more than thirty (30) days from the close of the proceeding. The decision of the arbitrator

shall be advisory upon the City, the Union, and upon all members of the bargaining unit. If no changes are recommended, the Union, or the City Manager can appeal to Council. If changes are recommended, the City Manager will get another review and opportunity before going to Council.

II. COMPENSATION

11. SALARY

General Salary Increase

Effective July 1, 2019, cost of living adjustment of 2% for all job classifications in this unit.

Effective July 1, 2020, cost of living adjustment of 2% for all job classifications in this unit.

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

Should by June 30, 2021, another bargaining unit agree to a higher cost of living salary increase than the percentages specifically listed above, members of this unit shall receive a commensurate wage increase at the same time as agreed to by the other bargaining unit.

12. OVERTIME

An employee who works in excess of their normal work day or in excess of forty (40) hours in their work week shall be compensated at the rate of one and one-half times the regular rate of base pay. To be eligible for time and one-half after forty (40) hours, the employee must have actually worked the previous forty hours. Time off (sick leave, jury duty, military leave, holidays, vacation, CTO) shall be considered actual time worked for the purposes of calculating overtime.

Employees shall be compensated for all overtime worked in either cash or compensatory time off as indicated in the paragraph above. The employee must make the choice of being compensated in cash or compensatory time at the time it is earned.

Employees shall be allowed to accrue up to a maximum of one hundred (100) hours compensatory time during each fiscal year from July 1 to June 30. Compensatory time off shall be scheduled in a mutually agreeable manner between the employees and the department manager and due regard for the wishes of the employee and the operational needs of the City. Compensatory time shall be taken off during the fiscal year in which it is accrued. Any unused compensatory balance in excess of fifty (50) hours shall be paid off as of June 30 of each fiscal year at the employee's regular hourly rate.

Employees of the Golf Division will be allowed to accrue up to a maximum of 160 hours compensatory time. The time accrual shall be taken off during the winter months.

13. DEFERRED COMPENSATION

Members of this bargaining unit may voluntarily contribute to a deferred compensation plan provided by the City. The minimum voluntary contribution shall be \$10.00 per pay period. The City's deferred compensation contribution will be set at five percent (5%) of base salary.

14. HOLIDAY BENEFITS

The following are recognized as paid holidays for this Unit

New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Martin Luther King Day
Labor Day	Christmas Eve
Christmas Day	

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

If a Holiday falls on a regular day off as part of the standardized 9/80 work schedule, employee will not be paid for that Holiday.

15. PAY FOR WORK ON HOLIDAYS

Employees who request to work on a holiday on a day which the employee is not scheduled to work shall receive, in addition to their regular compensation, compensatory time or cash payment at the employee's regular rate of pay for all hours worked (total compensation double time).

Employees who are directed to work on a holiday, on a day which the employee is not scheduled to work shall receive, in addition to their regular compensation, compensatory time or cash payment at the rate of one and one-half times the employee's regular rate of pay for all hours worked (total compensation double time and one-half).

Employees regularly scheduled to work on a holiday shall receive, in addition to their regular compensation, compensatory time or cash payment at the rate of one and one-half times the employee's regular rate of pay for all hours worked (total compensation double time and one-half).

16. FLOATING HOLIDAYS

A "floating holiday" may be taken at any time throughout the fiscal year, with the approval of the supervisor/department manager. Employees will not be allowed to carryover the floating holiday. If the time has not been taken by June 30, the employee will lose the day off unless previous requests, submitted prior to June 15, to take the floating holiday were denied. If previous requests to take the floating holiday have been denied, the 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.

Floating holidays must be utilized in full day increments. Employees who are employed by the City prior to September 1 shall be eligible for three (3) floating holidays. Employees who are employed by the City prior to December 31 shall be eligible for two (2) floating holidays. Employees hired after December 31 shall be eligible for one (1) floating holiday for that fiscal year. Employees hired after March 31 will not be eligible to receive a floating holiday for that fiscal year.

17. UNIFORMS

The City will provide uniform service to all members of this unit, which will include two jackets of choice for each employee for the life of the contract. For non-PEPRA members, the City will report to CalPERS the monetary value for providing and maintaining the employee's required uniforms, including jackets. The City will report the uniform allowance on an annual basis to CalPERS in July each year for the preceding fiscal year. The uniform allowance amount reported to CalPERS will be derived from the City's total fiscal year budgeted amount for providing and maintaining the employee's uniforms, not to exceed \$300 per year, per employee. It will be deducted annually on the June 30 pay period. (July 7th pay day)

All members of the bargaining unit will receive \$250 per fiscal year for the cost of steel-toe boots on the June 30 pay period (July 7th pay day).

18. SHIFT DIFFERENTIAL

Those employees assigned to graveyard and swing shift shall receive an additional two and one-half (2 1/2) percent pay supplement to his/her regular base pay.

19. LONGEVITY PAY

Members with over ten years of continuous employment with the City of Manteca shall receive one longevity bonus per year of twenty percent (20%) of one month's base monthly salary.

20. OUT-OF-CLASS 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 for all hours worked in the higher classification. Out-of-class compensation is to be a minimum salary increment of 5 percent. Any increment amount over 5 percent is to be based on comparison of "out-of-class" range being worked to regular range. The City, however, does not encourage the practice of working out-of-class but will not arbitrarily or capriciously transfer employees from working in class and out-of-class to avoid the payment to this benefit to affected employees.

Working out-of-class shall be defined as performing the duties of the higher position, as contained in the job description, in the absence of another employee or to temporarily fill a vacant position. The City and Union agree that an employee would not be entitled to receive out

of class pay for working in a higher classification if the purpose of the out of class assignment is to relieve another employee who is on his/her "flex" day off pursuant to the Flexible Work Schedule provisions of this MOU.

21. OFF-DUTY RESPONSE/CALLBACK

Members of this bargaining unit responding to an off-duty emergency callback shall be compensated for all hours worked at the overtime rate of one and one-half times in cash or compensatory time provided, however, the minimum compensation shall be three (3) hours at the time and one-half rate even if the actual work hours are less than three (3) hours.

Off-duty callback compensation will be paid when an employee is required to return to work after leaving the work site at the end of their scheduled work shift or required to return to work on their scheduled day off.

Off duty response/callback shall be defined as being called in to work without prior notice or being scheduled to come in before or after your normal work schedule begins or ends. Consecutive recalls occurring within 30 minutes of release from the initial call-back shall be treated as part of the initial call-back. Consecutive recalls occurring after thirty (30) minutes from release shall be subject to the same compensation hereinabove mentioned.

22. OFF-DUTY RESPONSE/CALLBACK FOR WQCF

Members of this bargaining unit responding to an off-duty emergency callback shall be compensated for all hours worked at the overtime rate of one and one-half times in cash or compensatory time provided, however, the minimum compensation shall be three (3) hours at the time and one-half rate, even if the actual work hours are less than three (3) hours

Off-duty callback compensation will be paid when an employee is required to return to work after leaving the work site at the end of their scheduled work shift or required to return to work on their scheduled day off.

Off duty response/callback shall be defined as being called in to work without prior notice or being scheduled to come in before or after your normal work schedule begins or ends.

Consecutive recalls occurring within 30 minutes of release from the initial call-back shall be treated as part of the initial call-back. Consecutive recalls occurring after thirty (30) minutes from release shall be subject to the same compensation hereinabove mentioned.

Operators and Maintenance employees who are scheduled to work day shift and respond to an initial call back will be paid overtime for all hours worked from the initial call back until their scheduled start time of 07:00 am. The three (3) hour minimum at time and one-half still is applicable. The day shift operator will conclude their eight (8) or nine (9) hour shift and with the balance of time not worked prior to 07:00 am, so an eight (8) or nine (9) hour day is the maximum worked. Day shift operators will be required to complete an eight (8) or nine (9) hour shift beginning at the time of the initial call back.

23. LEAVE OF ABSENCE WITHOUT PAY

Provisions for leave-of-absence without pay are contained in the City's Personnel Rules. The City provides Family Care and Medical Leave to eligible employees consistent with state and federal law and its Family Care and Medical Leave Policy.

III. LEAVES**24. VACATION LEAVE**

Members of this bargaining unit shall be entitled to vacation leave based upon their length of service to the City in accordance with the following accrual rate and the Personnel Rules and Regulations:

01 thru 48 months of full & continuous service	= 6.667 hours per month
49 thru 96 months of full & continuous service	= 10.00 hours per month
97 thru 144 months of full & continuous service	= 12.667 hours per month
145 mos. & thereafter of full & continuous service	= 15.333 hours per month

The maximum vacation accrual limit shall be 2.5 times the annual accrual rate with no cash out provision, excluding separation from employment. However, if an employee has made three attempts to schedule a vacation and is denied vacation time off, the employee may cash out vacation time to bring said employee under the 2.5 times accrual cap. 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.

25. WELLNESS LEAVE

Effective July 1, 2020, each employee shall receive eighty-three and two-tenths (83.2) hours of wellness leave. An employee hired after July 1 will not be eligible for wellness until after the completion of six (6) months of employment; at that point, the amount of wellness leave provided will be pro-rated commensurate with the six (6) month date. 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. The cash out or deferred compensation will be an annual option.

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.

26. SICK LEAVE

Sick leave shall be administered in accordance with the City's Rules and Regulations. 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 or immediate familial illness, disability or preventive medical, dental, or optical care.

Members of this unit shall accrue sick leave at the rate of eight (8) hours for each full month of continuous service. There shall be no maximum accumulation limit on sick leave accrual.

Employees 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. The supervisor may require the employee to submit verification from the treating physician.

For the purpose of this section, "immediate family" shall be defined as the employee's spouse/domestic partner, dependent children, siblings, parents, step or foster father or mother, parents of the employee's spouse/domestic partner or other individual 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 pay off.

27. BEREAVEMENT LEAVE

Up to three (3) days of sick leave per year or, up to five (5) days of sick leave per year if the funeral services are outside the State of California, may be used for bereavement leave purposes. Bereavement leave shall be granted to each employee for death of an immediate family member.

For the purpose of this section, "immediate family" shall be defined as the employee's spouse/domestic partner, dependent children, siblings, parents, step or foster father or mother, parents of the employee's spouse/domestic partner or other individual 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.

IV. INSURANCE

28. HEALTH INSURANCE

Active Employees

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:

Effective July 1, 2019

Single	\$725
Employee +1	\$1440
Family	\$1875

Effective January 1, 2020

Single	\$750
Employee +1	\$1465
Family	\$1900

Effective January 1, 2021

Single	\$775
Employee +1	\$1490
Family	\$1925

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.

Effective July 1, 2019, if an employee chooses to decline health insurance coverage, the City will contribute \$450 to the employee's deferred compensation account or cash in lieu of deferred compensation each month. Effective January 1, 2020, if an employee chooses to decline health insurance coverage, the City will contribute \$475 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 employee 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 employee will net the difference in their paycheck.

The Employee 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.

Retirees

See Section V, Retirement, for retiree health benefits.

29. DENTAL INSURANCE

Effective July 1, 2019, the City shall pay the entire premium for dental coverage for the employee and an employee plus one dependent in this unit. The City shall pay all but \$10 per month for those employees with two or more dependents.

Effective January 1, 2020, the City will pay the entire premium for all employees and dependents in this unit.

ATTACHMENT 2

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

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

30. VISION INSURANCE

The City shall pay the entire premium for vision care for employees and their dependents for the duration of this agreement.

31. LIFE INSURANCE COVERAGE

Employees shall receive \$8,500 of group life insurance coverage upon being employed one full calendar month. Employees with more than five (5) years of service with the City of Manteca shall receive \$10,000 of group term life insurance coverage. Employees with ten (10) or more years of service with the City of Manteca shall receive life insurance coverage in an amount equal to one (1) year's current salary. The City shall continue to pay all premium costs for life insurance coverage for employees and dependents.

32. LONG TERM DISABILITY INSURANCE

The City shall provide all members of this bargaining unit with a long term disability insurance plan. The plan shall provide a maximum monthly income benefit of 66 2/3% of the basic monthly earnings. The maximum benefit paid shall not exceed \$5,000 per month and the minimum benefit shall not be less than \$50.00 per month. Benefits of the plan shall not be paid until 50 percent of accrued sick leave has been exhausted or until the 30th day following the onset of disability, whichever is longer.

The cost of the long term disability insurance plan shall be borne equally between the City and members of this bargaining unit.

V. RETIREMENT

33. 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 to the laws of the State of California and the United States.

Definitions

Retired Employee is defined as follows:

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

New Member is defined as follows:

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

Classic Member is defined as follows:

A unit member who entered into membership with a qualifying public retirement system on or before December 31, 2012 who does not meet the definition of "New Member" under 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%).

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%).

PEPRA: Retirement plan for employees hired 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.

Effective July 1, 2019, all bargaining unit members will receive a 1.50% increase to base pay.

34. SICK LEAVE PAY OFF

Members of this bargaining unit who retire from City service (exclusive of deferred or disability retirement) shall be entitled to cash payment at the rate of 50 percent for all unused sick leave remaining to the credit of the employee at the employee's hourly rate and the other 50% will be applied to retirement service credit, or 100 percent may be used towards retirement. The City reserves the right to defer disability retirement cases to the City Council for determination of eligibility.

35. 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

36. TRAINING

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

37. LIGHT DUTY ASSIGNMENT

The City will assign employees of this unit to light duty assignments when an employee is injured on-the-job and found by a physician to be able to return to work but unable to assume all

of the duties of his/her regular assignment. Whenever possible, the City shall endeavor to place the returning employee in a light duty assignment within his/her division. However, if there is not sufficient work within the division or if the needs of the City require the employee to be assigned to another division, then the City will do so. 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.

38. CATASTROPHIC LEAVE

Employees in this unit may donate sick leave, vacation, and/or CTO to another employee in the same unit for the use by the other employee when he/she is off work due to non-work related injury and does not have sufficient time to cover the absence. When an employee donates time to another employee, a release form must be signed permitting the City to transfer time from his/her account to another employee's account. Time may only be donated on an hour for hour basis as needed. This provision does not permit employees leaving city employment to donate any of their unused sick leave. Employees donating time must be employed by the City when the donated time is used.

39. FLEXIBLE WORK SCHEDULE

In most cases, the city will utilize the synchronized 9/80 schedule with every other Friday off. Exceptions may include, but not limited to:

Solid Waste
Building Maintenance
Vehicle Maintenance
Water Quality Treatment Plant

A regular scheduled Friday off will not be rescheduled if the employee is summoned for jury duty. Jury duty is considered a separate, outside activity from work. No additional time off will be granted if a holiday occurs on a regular scheduled Friday off.

WQCF OPERATORS

Operators will work a 4-10 schedule that will start at 6:00 am and end at 4:30 pm. This would eliminate the safety concern of a lone operator being on duty routinely. One group of operators will work Sunday through Wednesday and the other group will work Wednesday through Saturday.

This will result in an increase of .5 additional hours of straight pay per day for voluntary standby, holidays will be paid at 10 hours, and the three floating holidays will be 10 hour days as well.

40. FLEX STAFFING

The following job classes will be eligible for flexible staffing reclassifications:

- Building Maintenance Technician I/II
- Custodian I/II
- Equipment Mechanic I/II

- Meter Reader I/II
- Parks/Golf Maintenance Worker I/II/III
- Water Regulatory Compliance Specialist I/II
- Water Regulatory Compliance Technician I/II
- Solid Waste Equipment Operators I/II/III
- Streets Maintenance/Equipment Operator I/II/III
- Vehicle and Equipment Technician I/II
- Wastewater Plant Operator In Training
- Wastewater Plant Operator I/II/III (Based on certification level)
- Wastewater Maintenance Worker I/II/III
- Water Distribution Operator I/II/III (Based on certification level)
- Water Systems Maintenance Worker I/II/III
- Water Systems Maintenance Worker I/II to Water Distribution Operator I (Based on certification level)
- Well Mechanic/Operator I/II

An employee must have completed their probationary period to be eligible for any flex staffing.

Advancement from the entry level classification (I) to the journey level classification (II), is not automatic, but based on the following criteria:

1. A minimum of two years' experience in the entry level position
2. If an employee transfers from one division to another division with the City in an entry-level position, two years of experience in the new division is necessary to gain the required experience in the division. In addition, the employee must meet all the other criteria.
3. An overall rating of satisfactory or above based on the employee's latest performance evaluation.
4. Meet the minimum experience and education, license and other requirements on the journey level (II) job description.
5. Meet the knowledge and ability requirements on the journey level (II) job description.

When employees move from the entry level (I) to the journey level (II), they shall receive a minimum of five percent (5%) pay increase. The date of the reclassification will become the anniversary date for merit increases and employee performance evaluations.

Advancement based on certification level in position (i.e. Wastewater Plant Operator series, Water Distribution Operator series) is not automatic, but based on the following criteria:

1. A minimum of two years' experience in the entry level position. Exception, Wastewater Plant Operator- In- Training may advance to Wastewater Plant Operator I after one-year experience and obtaining the Grade I license.

ATTACHMENT 2

2. An overall rating of satisfactory or above based on the employee's latest performance evaluation.
3. Meet the minimum experience and education, license and other requirements on the journey level (II) job description.
4. Meet the knowledge and ability requirements on the journey level (II) job description.

When employees move from one certification level to the next, they shall receive a minimum of five percent (5%) pay increase. The date of the reclassification will become the anniversary date for merit increases and employee performance evaluations.

Advancement from the level (II) classification, to the level III is not automatic, but based on the following criteria:

1. The level III job classes listed on page one of this document or eligible flex positions.
2. A minimum of three years' experience in the level II position. Exception, Solid Waste Equipment Operator needs a minimum of five years' experience at the level II position; Parks/Golf Maintenance Worker III and Street Maintenance/Equipment Operator III need a minimum of five years of experiences at the level II position.

If an employee transfers from one division to another division with the City in a level II position, five, years of experience in the new division (depending upon the requirements in number 2 above) is necessary to gain the required experience in the division. In addition, the employee must meet all the other criteria.

3. An overall rating of satisfactory or above based on the employee's last performance evaluation.
4. Meet the minimum experience and education, license and other requirements on the level (III) job description.
5. Meet the knowledge and ability requirements on the level (III) job description.
6. Meet the requirements listed under the characteristics section.

When employees move from the level (II) to the level (III), they shall receive a minimum of five percent (5%) pay increase. The date of the reclassification will become the anniversary date for merit increases and employee performance evaluations. The Wastewater Plant Operator/Maintenance series and the Water Distribution Operator/Maintenance series can flex to the level of their certification obtained within their job series without meeting the additional requirements such as years in the previous position. A probationary employee is not eligible for reclassification until that employee has successfully completed their probationary period.

ATTACHMENT 2

The Supervisor shall forward a written recommendation certifying the employee meets the criteria to the Human Resources Department prior to a Personnel Action Form being processed. This recommendation must have the approval of the Department Manager.

FLEXIBLE STAFFING IMPLEMENTATION

Supervisor Certification

Supervisors are required to state in writing when the employee meets the performance criteria to flex from the entry level position (I) to the journey level position (II). The date of the memo determines the eligibility date. If the memo is dated between the 1st and the 15th, the date of the reclassification will be made the first of that month. If the memo is dated between the 16th and the end of the month, the reclassification will be made effective the first of the following month.

There may be times when the reclassification may not be processed immediately, due to a delay in the Human Resources department receiving the memo. However, retroactive pay will be provided to reflect the effective date as defined above.

This procedure is consistent with the implementation of annual pay raises.

All lead positions will have a minimum of 7.5% separation in pay from the next lowest position.

Members of this bargaining unit holding Water or Wastewater certificates not required as a condition of their employment and after the flex staffing criteria has been exhausted will receive 2.5% pay for the next highest grade certificate.

Members of the Parks Operation in this bargaining unit holding a Certified Playground Safety Inspector (CPSI) Certification not required as a condition of their employment and after the flex staffing criteria has been exhausted will receive 2.5% in base pay for having and maintaining the certification. The CPSI incentive will be capped at a total of three (3) Parks' employees in this unit; two (2) members of the parks maintenance and one (1) member of the Landscape Maintenance Districts (LMD).

All certificate incentives will be capped at a total of 5%.

41. BREAK TIME FOR EMPLOYEES

Full-time employees covered by this agreement shall be entitled to paid rest time not to exceed 30 minutes per day. Generally, the rest time shall be spent in two 15-minute breaks, one during each half of the work day. Where operational requirements of an individual department allow, variations of the two 15-minute breaks may be made; however, in no event shall the total paid break time exceed 30 minutes per regular work day. The City reserves the right to restrict the ability of employees to take break times in emergency or other conditions which necessitate the uninterrupted performance of work. Breaks will be taken on area to reduce travel and non-productive time unless prior arrangements have been made.

42. INJURY LEAVE WITH PAY

Consistent with the City's Personnel Rules, injury leave with pay (salary continuation) is available to employees for disability due to illness or injury, compensable under the workers' compensation laws. Salary continuation leave is available based on years of service with the City.

Upon expiration of any salary continuation to which the employee may be entitled, he/she may use accrued sick leave or vacation time to the extent necessary to supplement workers' compensation payments to equal the employee's normal salary.

43. SENIORITY

Employees shall be placed on a seniority list in accordance with the date they were first hired by the City of Manteca. When two (2) or more employees are assigned to the payroll on the same day, preference in placement on the list shall be given based on the original time and date on the employment application.

Placement on the seniority list shall not be affected by authorized leave of absence, including injured-on-duty time where such medical disability was incurred in the course and scope of the employee's duties.

Seniority List Placement Qualifies an Employee for:

1. Order of layoff, which is the dismissal of at least one (1) employee due to lack of work, lack of funds or the abolishment of a position;
2. Vacation preference;
3. Shift assignment preference;
4. Days off preference.

With regard to 2, 3, and 4 above, seniority shall prevail unless the needs of the department reasonably require otherwise, ensuring that a qualified employee is available to perform assigned duties.

44. MISCELLANEOUS

All existing terms and conditions shall maintain status quo until a mutual agreement has been reached and implemented.

45. STANDBY

Standby duty is defined as being available after normal business hours to respond within given time parameters, to call backs or emergency work. Employees assigned to standby duty shall be compensated as follows:

Hours of Standby per Shift (Straight Time)	Number of Hours Compensated
6 to 8	1
14 to 16	2

Standby shifts include Saturday, Sunday and Holidays. Compensation hours are broken down to accommodate the variety of schedules used in the various City departments which will require some employees to cover whole or portions of standby shifts.

In designated operations, individuals on standby can voluntarily be allowed to take a City vehicle home. City vehicles shall be utilized in accordance with the City Vehicle Policy. In addition to the City Vehicle Policy, the following will apply:

- An employee must live within thirty (30) miles of the main facility (Water or Wastewater) to be eligible to take home the Standby City Vehicle.
- No personal use or allowing others (family members) to use the vehicle;
- The vehicle shall be locked at all times while not in use and parked in a secure location, if not damages or theft may be the responsibility of the employee;
- Making sure the vehicle has enough gas to get to where he/she needs to go in an emergency.

46. VOLUNTARY STANDBY FOR WQCF OPERATORS

Voluntary Standby duty is defined as being available after normal business hours to respond within given time parameters for a priority class 1 call back. Plant operators who volunteer will be assigned to standby duty for a period of 7 consecutive days and shall be compensated with 12 hours of straight time pay total for that 7-day standby period, provided that the City no longer utilizes a graveyard shift and the swing shift operators are scheduled to work no later than 9:00 p.m.

Employees assigned to standby duty shall be compensated as follows:

Hours of Standby per Shift (Straight Time)	Number of Hours Compensated
6 to 8	1
9-13	1.5
14 - 16	2
17-21	2.5
22 to 24	3

Standby shifts includes Saturday, Sunday and Holidays. Compensation hours are broken down to accommodate the variety of schedules used in the various City departments which will require some employees to cover whole or portions of standby shifts.

47. SICK LEAVE INCENTIVE

In an effort to reduce the level of sick leave usage, the sick leave incentive program was implemented on January 1, 1994. To be eligible for incentive awards, an employee must be on payroll the previous twelve (12) months.

ATTACHMENT 2

If an employee uses one (1) working day or less of sick leave during the six month period, he/she shall receive eight (8) hours of pay at the employee's current hourly rate to be paid within sixty (60) days following the six- month period. Sick leave used for illness or injury covered by workers' compensation or for bereavement leave shall not be counted for an employee to qualify for the incentive. Time off which qualifies for sick leave benefits shall be charged to sick leave. Illnesses, dental, vision, and/or medical appointments cannot be charged to CTO or vacation leave in order to qualify for the sick leave incentive.

If an employee feels he/she meets this requirement, he/she shall submit a written request to his/her supervisor during the following month after the six month period to be considered for the incentive. **Failure to submit the request within thirty days will forfeit eligibility for the incentive.** The Human Resources Department will verify if the employee meets the requirements set forth above.

48. SIGNATURES

Executed this ____ day of _____, 2019

MANTECA OPERATING ENGINEERS
LOCAL NO. 3

CITY OF MANTECA



Miranda Lutzow, Acting City Manager



Stephan Christensen, Dep Director of Finance



Phil Wright, Labor Attorney

Kronick, Moskovitz, Tiedemann &
Girard

Darren Semore, Business Manager
Operating Engineers Local No. 3