

**MEMORADUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF MANTECA**

**THE MANTECA CONFIDENTIAL MID-MANAGERS  
ASSOCIATION**

**July 1, 2015-June 30, 2019**

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## **PREAMBLE**

This agreement, entered into by and between the City of Manteca (hereinafter City) and the Confidential Mid-Manager Association (hereinafter CMMA) constitutes the results of meeting and conferring in good faith by the parties in accordance with Government Code 3500 et. seq. and the Employer-Employee Relations 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 Confidential Mid-Managers Association 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 other City ordinance.

## **1. RECOGNITION**

Full-time employee classifications, which are entitled to the salaries and benefits defined in this summary, are listed as follows:

- Accounting Manager
- Assistant City Clerk
- Deputy Director of Finance
- Deputy Director Parks & Recreation
- Human Resources Manager
- Information Technology Manager
- Project Analyst
- Public Works Deputy Director-Engineering
- Public Works Deputy Director-Utilities Services

## **2. TERM**

The terms outlined in this summary are effective July 1, 2015 through June 30, 2019.

## **3. ASSOCIATION RIGHTS**

The CMMA shall have the right, upon request, to meet and confer in good faith with the City regarding matters within the scope of representation. The Confidential Mid-Management Group 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.

CMMA 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 CMMA 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 CMMA 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 CMMA.

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.

#### **4. 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.

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

- 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;
- 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 Government Code Section 3500 et seq.

2. (1) The CMMA 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.

(2) The City Manager and Department Managers have and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of the Memorandum.

(3) The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative regulations and Employment Rules and Regulations consistent with law and the specific provisions of 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.

## **5. ADVANCE NOTICE**

Except in cases of emergency, the CMMA 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 implementation.

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 CMMA with an advance copy of any departmental policy affecting wages, hours and working conditions prior to implementation.

## **6. PSYCHOLOGICAL TESTING**

The City, in accordance with its Personnel Rules, reserves the right to utilize psychological testing factors in conducting examinations for all mid-management classifications. Such tests shall be conducted in all respects in accordance with the City's Personnel Rules including notification to prospective applicants, weighing factors and job-relatedness of test content.

## **7. TRAINING**

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

Training other than safety mandated training will be provided, as funds will allow.

## **8. SALARIES**

General Salary Increases

- The first pay period in January 2016                      2.5%
- The first pay period in January 2017                      2.0%
- The first pay period in January 2018                      2.0%
- The first pay period in July 2018                            2.0%

Should, by June 30, 2019 another bargaining unit agree to a higher salary increase than the percentages specifically listed above, members of this association shall receive a commensurate wage increase at the same time as agreed to by the other bargaining unit.

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

## **9. 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 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%. 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.

## **10. SUPPLEMENTAL RETIREMENT PLAN**

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

A required contribution percentage will be determined by a majority vote of the CMMA Members.

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

## **11. 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 Classic Member shall be determined by CalPERS.

**Retirement Benefits:**

Retirement Plan for Employees Hired On or Before December 31, 2011

Employees hired on or before December 31, 2011 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.

Each employee covered by this Section shall pay through payroll deduction, 100% of the required bargaining unit member contribution, which is eight percent (8%). Additionally, these employees shall pay through payroll deduction an additional 5.75% toward the employer cost of pension benefits, for a total of 13.75%

Retirement Plan For Employees Hired After -June 1, 2012 But Before January 1, 2013

Employees hired after June 1, 2012 but before January 1, 2013 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.

Each employee covered by this Section shall pay through payroll deduction, 100% of the required bargaining unit member contribution, which is eight percent (8%). Additionally, these employees shall pay through payroll deduction an additional 5.75% toward the employer cost of pension benefits, for a total of 13.75%

#### Retirement Plan For Employees Hired On Or After January 1, 2013, Who Are Not Classic Members

Employees hired on or after January 1, 2013 who are new members, as defined by CalPERS, shall receive the 2.0% 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 Government code §7522.04(g), unit members covered by this Section shall pay, through payroll deduction, fifty percent (50%) of the total normal cost of their retirement plan as determined annually by CalPERS.

Additionally, these employees shall pay through payroll deduction an additional 5.75% toward the employer cost of pension benefits.

### **12. 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.

### **13. 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 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.

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

## **14. 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.

Members 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.

Members who retire from City service (exclusive of deferred or disability retirement) shall be entitled to all sick leave hours credited to their account in the form of 50% cash payment at their currently hourly rate and the remaining 50% will be applied towards retirement credit, or the option of applying 100% of sick leave hours towards retirement credit.

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 (including foster and step), grandparents and grandchildren of the employee or the employee's spouse 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.

## **15. BEREAVEMENT LEAVE**

In the event of a death in the immediate family of an employee, he/she shall, upon request be granted up to three days bereavement leave with pay without charge to his/her accumulated sick leave credits or accrued vacation. The City may grant an additional two (2) days bereavement leave, upon request, which shall be charged against the employee's accumulated sick leave credits in cases where extensive travel is required to attend the funeral or where the employee is responsible for completing funeral arrangements for the family members.

For the purpose of this Section, "immediate family" shall be defined as the employee's spouse/registered domestic partner, children, siblings, parents (including foster and step), parents

of the employee's spouse (including foster and step), grandparents and grandchildren of the employee or the employee's spouse or other individuals whose relationship to the employee is that of a dependent.

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.

## **16. CATASTROPHIC LEAVE PLAN**

Members may donate sick leave, vacation, and/or administrative leave to another employee for the use of another employee when he/she is off work due to a non-work related injury or illness. When an employee donates time to another employee, a release form must be signed permitting the City to transfer the time. Time may only be donated on an hour for hour basis as needed.

## **17. LIGHT DUTY ASSIGNMENT**

The City will assign members 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.

## **18. HOLIDAY BENEFITS**

The following are recognized as legal holidays for the CMMA:

New Year's Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day

Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Floating Holidays

Whenever December 25 (Christmas) falls on Tuesday, the preceding Monday (December 24) will also be observed as a recognized holiday and whenever December 25 (Christmas) falls on a Thursday, the following Friday (December 26) will be observed as a recognized holiday.

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.

Members of this unit will receive four (4) floating holidays as of July of each 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. The floating holiday cannot be cashed out in lieu of taking the day off. Employees hired after December 31, shall be eligible for two (2) floating holidays. Employees hired after March 31 will not be eligible to receive floating holidays for that fiscal year.

## **19. HEALTH AND WELFARE PROGRAMS**

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	\$683
Employee +1	\$1321
Family	\$1761

The following will be the monthly maximum benefit paid, including the Minimum Employer Contribution (MEC) and the City contribution on the first pay period of January 2016:

Single	\$683
Employee +1	\$1361
Family	\$1810

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

If a Member chooses to decline health insurance coverage, the City will contribute \$425.00 to the Member's deferred compensation account or cash in lieu of deferred compensation each month. The employee shall notify Finance if they want the contribution in cash or deferred compensation by February of each year. Failure to notify Finance will result in continuation of the previous year's option.

If the Member currently contributes the maximum allowed amount to deferred compensation, that contribution must be reduced by the amount exceeding the maximum contribution to enable the City to make the in-lieu of contribution. In this case, the Manager will net the difference in their paycheck.

The Member will be required to sign a waiver when canceling coverage. Re-enrollment to CalPERS plans can only be made during the open enrollment period unless criteria for re-enrollment are met as defined by CalPERS.

**Retirees**

\$675 is the maximum retiree health benefit to be paid by the city, including the MEC.

In order to qualify for the maximum retiree health care benefit, you must be a full time employee of the city prior to December 31, 2011. All employees hired after December 31, 2011 qualify for the MEC only.

**Dental Insurance:** The City shall pay the entire premium for dental coverage for the employee and dependents. Diagnostic/preventative work will be covered 100%. Deductibles will also be waived for diagnostic/preventative work.

**Orthodontia Coverage:** The City will provide orthodontia coverage under the dental plan. The plan will pay 50% of the cost of orthodontia services up to a life time maximum of \$1,500 per person covered.

**Vision Insurance:** The City shall pay the entire premium for vision care for employees and their dependents.

## 20. ADMINISTRATIVE LEAVE

CMMA members shall receive between 72 and 100 hours of administrative leave per fiscal year depending on their job title and position.

When a position in this unit is vacated, the classification of the position and the Administrative Leave hours will be evaluated.

Administrative Leave will be funded at a rate of 1/24th of the accrual per pay period with a cap of 2.5 times the annual accrual. There is no cash out provision for Administrative Leave.

Administrative Leave may be cashed out upon separation of employment.

The job classifications listed below will receive 100 hours of annual Administrative Leave

- Accounting Manager
- Assistant City Clerk
- Deputy Director of Finance
- Deputy Director Parks & Recreation
- Human Resources Manager
- Information Technology Manager
- Public Works Deputy Director-Engineering
- Public Works Deputy Director-Utilities Services

The job classifications listed below will receive 72 hours of annual Administrative Leave

- Project Analyst

If an employee who currently receives 72 hours of administrative leave consistently works extra hours, their administrative leave can be considered for an increase, upon recommendation of the Department Manager and approval of the City Manager.

After the first pay period of July 2016, Administrative Leave will be funded at a rate of 1/24th of the accrual per pay period with a cap of 2.0 times the annual accrual. Payment for up to 20 hours of Administrative Leave can be made upon request once per fiscal year.

After the first pay period of July 2017, Administrative Leave will be funded at a rate of 1/24th of the accrual per pay period with a cap of 2.0 times the annual accrual. Payment for up to 30 hours of Administrative Leave can be made upon request once per fiscal year.

## **21. VACATION LEAVE**

CMMA 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	=	6.667 hrs./mo.
49 thru 96 months of full & continuous service	=	10 hrs. /mo.
97 thru 144 months of full & continuous service	=	12.667 hrs. /mo.
145 mos. & thereafter of full & continuous service	=	15.333 hrs/mo.

The maximum vacation accrual limit shall be 2.5 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.

## **22. LONGEVITY PAY**

CMMA 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. Confidential Mid-Managers with ten years of service are eligible for 20% of one month's base salary. This bonus will be granted on the employee's anniversary date of employment and paid with the next regular payroll.

## **23. PERSONNEL FILES**

CMMA 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 Administrative Services with 24 hours advance notice to review their personnel file.

## **24. 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, fire and police or for operational considerations. 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.

## **25. RE-OPENER**

On or about March 1 of each year, the City and the Association will discuss the financial position of the City's General Fund. The combined total of the General Fund Property Tax and Sales Tax as reported in the most recently audited Comprehensive Annual Financial Report net of all property tax received as an affected taxing entity (ATE) pursuant to AB 1484 and AB x1 26 as reported by the San Joaquin County Auditor and Controller's Office will be calculated and will be known as the "Combined Total." Beginning July 1, 2017 for every 2% increase in the Combined Total over the prior year Combined Total the employees of the Association will receive an increase equal to a 1% increase in base pay not to exceed a total increase of 2% in any given year. The increase will be applied to non-PERSable benefits in a manner directed by the Association.

Employees of the Association will only receive an increase if the Assignment for Fiscal Stability, Cash Flow and Contingencies and the Assignment for Economic Emergencies and Uncertainties have been fully funded as determined by the Reserve Policy adopted by Council via Resolution No.R2015-56.

The increase will be applied to incremental increases to the Combined Total in excess of 1%. Example, if the increase in Combined Total is 1.5%, the unit will receive an increase of .75% of base pay applied to the non-PERSable benefit(s) described above.

**26. SIGNATURES**

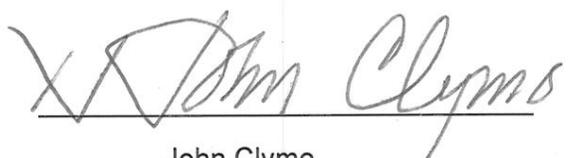
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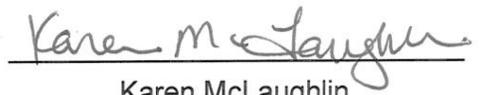
CONFIDENTIAL  
MID MANAGEMENT ASSOCIATION

CITY OF MANTECA

  
\_\_\_\_\_  
Tracie Madison  
President

  
\_\_\_\_\_  
Joe Kriskovich  
Director of Human Resources/Risk

  
\_\_\_\_\_  
John Clymo  
Vice President

  
\_\_\_\_\_  
Karen McLaughlin  
City Manager