

CITY OF MANTECA, CALIFORNIA

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MANAGEMENT REPRESENTATIVES OF THE

CITY OF MANTECA

AND

THE EMPLOYEE REPRESENTATIVES OF

THE MANTECA FIREFIGHTERS

IAFF LOCAL 1874

July 1, 2015 – June 30, 2019

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

This agreement as adopted by the City Council shall continue in effect until it is terminated, amended, or superseded by a subsequent M.O.U. by mutual agreement of the City and this bargaining unit. Except as otherwise stated herein, all terms of this agreement are effective September 1, 2015.

1. RECOGNITION

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

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

2. TERM OF AGREEMENT

The City and the Association mutually agree that this memorandum expires June 30, 2019. The parties agree to commence the negotiation process for a subsequent MOU during the first week of February 2019.

3. SALARIES/RATES OF COMPENSATION

Over the term of this Agreement, employees will receive the following:

- 2.5% increase in salary, effective the first pay period in January 2016;
- 2% increase in salary effective the first pay period in January 2017;
- 2% increase in salary effective the first pay period in January 2018;
- 2 % increase in salary, effective the first pay period in July 2018.

Should 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 or salary range and corresponding salary steps within that range. Definition:

Shift = A 24-hour period of time except as otherwise noted as in "Out-of-Class Pay".

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

$$\text{Shift Pay} = \text{annual salary} / \text{total annual shifts to be worked (121.33)}$$

$$\text{Hourly Rate} = \text{shift pay} / 24 \text{ hours}$$

4. ASSOCIATION RIGHTS

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

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

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

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

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

- Posted material shall bear the identity of the Association.

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

5. MANAGEMENT RIGHTS

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

- determine the mission of its constituent departments, commissions, boards;
- set standards and levels of service;
- determine the procedures and standards of selection for employment and promotions;
- direct its employees;
- establish and enforce dress and grooming standards;
- determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- maintain the efficiency of governmental operations;
- determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- determine the content and intent of job classifications;
- determine methods of financing;
- determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City

functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;

- assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- establish and modify productivity and performance programs and standards;
- discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

2. Section 1: The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this Memorandum.

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

Section 3: The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative regulations and Employment Rules and Regulations consistent with law and the specific provisions of this Memorandum to direct its employees, to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to

determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

6. LONGEVITY PAY

The City and the Association agree to a two-tier longevity pay system.

A member attaining 10 years or more of continuous, uninterrupted service with the City of Manteca shall receive 1.5% of base pay each pay period and payment will be considered as part of base pay for purposes of calculating educational pay, hazmat pay, holiday pay, overtime pay, and special assignment pay.

Members with over ten years of continuous employment with the City shall receive their scheduled annual one-time longevity pay on the pay period associated with their anniversary date. The new monthly formula will become effective with their anniversary date.

A member attaining 20 years or more of continuous, uninterrupted service with the City of Manteca shall receive 3.0% of base pay each pay period and payment will be considered as part of base pay for purposes of calculating educational pay, hazmat pay, holiday pay, overtime pay, and special assignment pay.

There shall be no pyramiding of longevity benefits.

7. HOLIDAYS

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

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

8. HOLIDAY PAY

Every member of this bargaining unit shall be compensated for holidays with an additional full shift's pay as defined. (Ref. Salary Section) A holiday will be compensated at the rate of one shift per month and shall be paid on the second pay-check of each month.

9. HEALTH AND WELFARE PLANS

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

Active Employees

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

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

Single	\$631.17
Employee +1	\$1165.00
Family	\$1490.00

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

If a member of this unit chooses to decline health insurance coverage, the City will contribute \$325.00 to the employee's deferred compensation account or cash in lieu of deferred compensation each month. The employee shall notify Finance if they want the contribution in cash or deferred compensation by February of each year. Failure to notify Finance will result in continuation of the previous year's option.

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

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

Retirees

The maximum retiree health benefit to be paid by the city, including the MEC will be \$675.00.

Dental Insurance

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. These rates will be in effect for the duration of this agreement.

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

Orthodontia Benefit

The City will provide an orthodontia benefit under the dental plan. The plan will pay 50 percent 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. These rates will be in effect for the duration of this agreement.

10. LIFE INSURANCE COVERAGE

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

Employee - \$5,000.00

Spouse - \$1,000.00

Child (Age six months of Plan's maximum age) - \$1,000.00

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

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

Employee - \$10,000.00

Spouse - \$1,000.00

Child (Age six months of Plan's maximum age) - \$1,000.00

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

11. LONG TERM DISABILITY INSURANCE

The Association obtains coverage from the California Association of Professional Firefighters (CAPF). City does not endorse nor does it administer the Association-provided plan. The employee will pay the entire premium cost for the plan.

12. DEFERRED COMPENSATION PLAN

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

13. SICK LEAVE

Sick leave with pay shall not be considered an earned right to time off from work at the employee's discretion but shall only be allowed in cases of actual necessity caused by personal illness, disability or preventative medical, dental, or optical care. Members of this unit shall accrue sick leave at the rate of 12 hours for each full month of continuous service. There shall be no maximum accumulation limit on sick leave accrual.

Employees may utilize up to 240 hours of accrued sick leave per calendar year for illness, disability or preventative medical, dental or optical care for members of the employee's immediate family.

If a member requires an extended medical leave of absence (in excess of 6 weeks) or the member does not have sufficient accrued sick leave to take paid leave during the entirety of the expected leave, members within the bargaining unit can donate sick leave.

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

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

14. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, he/she shall upon request be granted one (1) shift of bereavement leave with pay without charge to his/her accumulated sick leave credits or accrued vacation and one (1) additional shift to be charged against the employee's accumulated sick leave or vacation credits. If the service is more than 300 miles from City Hall, the City will grant an additional one (1) shift bereavement leave, upon request, which shall be charged against the employee's accumulated sick leave or vacation credits.

Vacation or CTO up to 72 hours per calendar year may be utilized for any family members other than those defined as immediate family.

15. SICK LEAVE PAYOFF

Employees of this bargaining unit shall be entitled to cash out up to 50% of their sick leave balance at the time of retirement. Such payment shall be made at the employee's rate of pay at the time of retirement.

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

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

16. 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 rates:

- 1 thru 48 mos. of full & continuous service (1 - 4 years) -10 hrs/mo. (5 shifts/yr.)
- 49 thru 96 mos. of full & continuous service (5 - 8 years) – 15 hrs/mo. (7.5 shifts/yr.)
- 97 thru 168 mos. of full & continuous service (9 - 14 years) - 18 hrs/mo. (9 shifts/yr.)
- 169 mos. of full & continuous service & after (15 years +) - 22 hrs/mo. (11 shifts/yr.)

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

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

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

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

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

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

Two persons can be off on vacation or CTO on any given day at same time throughout the year starting January 1, 2016.

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

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

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

17. OUT-OF-CLASS

The City agrees in concept with the merit of providing just compensation to employees assigned in an out-of-class position. Employees shall be compensated with a 5% pay differential for all hours assigned in an out-of-class status during the fiscal year.

18. COMPENSATORY TIME OFF

Members of this bargaining unit shall be allowed to accrue compensatory time up to 96 hours, said time to be taken off after prior approval by the City. CTO used in increments

of less than 12 hours will be approved only if another employee volunteers for the overtime assignment created by the use of CTO.

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

19. WORKING HOURS AND OVERTIME

Members of the Firefighters Bargaining Unit shall work according to a fifty-six (56) hour work week. The work schedule shall provide a work week that will result in 48 hours on duty and 96 consecutive hours off duty with the cycle being repeated resulting in approximately 120 to 122 work shifts per year. If any changes are proposed to this schedule, the union and City agree to meet and confer in determining the firefighter's shift schedule.

Exceptions:

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

Overtime is defined to be that additional time required to be worked beyond the normal schedule of shifts inclusive of full or partial shifts. Overtime shall be compensated at the rate of one and one-half times the "Hourly Rate" as defined in "Salaries" or at the employee's discretion by compensatory time off.

Mandatory Overtime:

Management will retain the right to require overtime for the good of the organization. Mandatory overtime for July 4th will not require any illegal fire work code violation

confiscations nor serving as liaisons with the MPD. The additional engine company will be paid a minimum of 6 hours of overtime for July 4th.

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

20. OFF-DUTY RESPONSE/CALLBACK

Members of this bargaining unit responding to an off-duty emergency callback shall be compensated for a minimum of three (3) hours at the overtime rate. When the initial emergency condition requires a firefighter's attendance beyond the three-hour initial time period, firefighting personnel shall be compensated for actual additional time worked beyond the first three hours at the overtime rate. Consecutive recalls occurring within thirty minutes of release from the initial callback shall be treated as part of the initial callback. Consecutive recalls occurring after thirty minutes shall be treated as "new" recalls and shall be subject to the same compensation hereinabove mentioned.

21. ACCRUED LEAVE PAY UPON TERMINATION

Unused compensatory time leave and vacation leave accrued and unused prior to the effective date of an employee's termination shall be paid in a lump sum upon termination. (This section does not refer to sick leave.)

22. MILITARY LEAVE

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

23. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Employees of this unit shall be members of the California Public Employees' Retirement System (CalPERS). Any contract with CalPERS currently in effect, shall remain in effect as they may apply to the members of this unit. All employee contributions to the below retirement plans shall be paid on a pre-tax basis in accordance with the provisions of the Internal Revenue Code 414 (h) (2) – Employee Pick-Up. Retirement benefits shall be consistent with the laws of the State of California and the United States.

Definitions:

Retired Employee is defined as follows:

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

New Member is defined as follows:

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, 2012

Employees hired on or before December 31, 2012 shall receive the 3% at 55 retirement formula. For purposes of determining a retirement benefit, final compensation for these employees shall mean the single highest year of pensionable compensation.

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

Effective September 1, 2015, , these employees shall pay through payroll deduction an additional ten percent (10%) toward the cost of pension benefits, for a total of nineteen percent (19%) as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits. Notwithstanding the above, effective immediately upon execution of this MOU, the above referenced ten-percent (10%) cost-sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). The Association and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section.

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

Employees hired on or after January 1, 2013 who are new members, as defined by CalPERS, shall receive the 2.7% at 57 retirement benefit. For purposes of determining a retirement benefit, final compensation for these employees shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

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

Effective September 1, 2015, in addition to the 50% of total normal cost as described above, these employees shall pay through payroll deduction an additional ten percent (10%) toward the cost of pension benefits, as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits. Notwithstanding the above, effective immediately upon execution of this MOU, the above referenced ten-percent (10%) cost-sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). The Association and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section.

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

24. PERS SICK LEAVE CONVERSION

CalPERS will provide for sick leave credit upon retirement. This shall result in unused sick leave being credited towards retirement. Employees may choose to convert 100% of sick leave towards retirement up to one full year of additional service credit; or convert a portion of sick leave towards retirement and be paid the balance in accordance with and subject to the limitations of Section 15. Sick Leave Payoff.

25. MANDATED SOCIAL SECURITY COVERAGE

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

26. UNIFORM ALLOWANCE

Employees in this unit will receive an annual uniform allowance of \$1,000 dollars on the first pay period of July. (July 22nd paycheck) The City will replace approved fire boots as necessary.

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

27. EDUCATIONAL INCENTIVE

The City provides a 2.5% educational incentive pay for Firefighting personnel in possession of an Associates Art Degree in Fire Science or any A.A. Degree with a valid diploma from an accredited institution... Any member in possession of a Bachelor's Degree or higher from an accredited institution will receive an educational incentive of 3.0%. Educational incentives are not stackable. Compensation will be made to employees upon attainment of the degree

Employees must successfully complete the initial 18 month probationary period to be eligible for payment.

Certified Fire Officer

The City will provide a 2.5% per month incentive to those Firefighters who attain the CFSTES Fire Officer certification. Such payment will commence upon attainment or upon successful completion of the initial 18 month probationary period, whichever is later. Written proof must be submitted to the Administrative Services Department.

The maximum educational incentive an employee with an AA Degree may receive under this section shall be 4.5%. The maximum educational incentive an employee with a Bachelor's Degree may receive under this section is 5.0%. To receive this maximum,

the employee must possess both the Certified Fire Officer certification and one of the college degrees mentioned above.

Bilingual

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

28. HAZMAT PAY

Any employee who attains a CSTI Hazardous Materials Specialist certification can become a member of the hazardous materials response team and receive special assignment pay of 2.5% as long as the employee remains a member of the team and maintains their certification. Such payment will commence upon attainment or upon successful completion of the initial 18-month probationary period, whichever is later. Written proof must be submitted to the Human Resources department, through the Fire Chief. An employee who is a member of the Hazardous Material team as of December 15, 2006, and does not possess a CSTI specialist certification shall receive special assignment pay as long as they remain a member of the team and as long as the employee maintains their certification. The number of employees receiving the Hazardous Material incentive pay will be capped at one-third of the authorized and funded positions in this bargaining unit. After the one-third of the employees has been identified, any additional employees who obtain and maintain their CSTI Hazardous Materials Specialist certification will receive 1%.

29. FIRE INVESTIGATOR

Employees in this unit shall receive a 1% educational incentive on base pay after attaining Fire Investigator I requirements (fire investigations 1A and 1B).

An employee who completes the Fire Investigator II requirements (fire investigations 1A, 1B, 2A, 2B and PC 832) will receive 2.5% of base pay. These benefits are not stackable.

Employees must successfully complete the initial 18 month probationary period to be eligible for payment.

30. RESERVE TRAINING OFFICER

The Reserve Training Officer shall receive special assignment pay of 2.5% on their base pay for each pay period. Personnel interested in serving as the Reserve Training Officer will be interviewed and selected by the Fire Chief and/or the Battalion Chief in charge of the Reserve Training Officer program.

31. ALCOHOL AND DRUG TESTING

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

32. PSYCHOLOGICAL TESTING

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

33. MEDICAL APPOINTMENT

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

34. INJURY LEAVE WITH PAY

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

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

35. LIGHT DUTY OPTIONS

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

If the employee claims that the injury is industrially related and/or the claim is determined by the City to be industrially related, the City may proceed to make the light

duty assignment in the department or outside of the department in as closely related work as possible.

If the employee claims that the injury is non- industrially related, the City may offer options for light duty assignments. The employee may select which option he/she wishes to take. The light duty assignment may be made in the department or outside of the department in as closely related work as possible. The employee may work 5 days per week and 10 hours per day while on light duty. The City will provide an additional 12 hours per employee that is on light duty and has worked for the City less than five years. For employees having worked more than five years for the City, the employee will be entitled to 24 hours while on light duty. The City will pay the supplemental benefit on a maximum of two non- industrially related injuries per year.

36. TRAINING

In order to stay current with the Fire Service trade, upgrade the level of employee's competence and provide more comprehensive training, the City shall provide annually, a minimum of one recognized State Fire Marshal course for each member of the unit. All members of this unit will receive up to 16 hours paid leave for fire related training per year. Eligible training shall include, but not limited to, State Fire Marshal courses, college degree programs, haz-mat training, rescue systems training, EMS training, and officer or management training. In addition, 32 hours per year of vacation or compensatory time off (CTO) shall be allowed for fire related training. The Fire Chief may approve additional training courses and additional paid leave, vacation or CTO, within budgetary constraints. Any additional leave can be irrespective of personnel already scheduled for CTO or vacation leave. Nothing in this section shall be construed as requiring the City to pay for the training unless such payment is required by policies, procedures or provision of this MOU. The mandatory training for maintenance of the CSTI Hazardous Materials Specialist certification for members of the hazardous materials team, shall not count against the paid leave for training entitlement set forth in this paragraph.

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

37. NO SMOKING REQUIREMENT

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

38. STAFFING

Effective July 1, 2016, the City shall maintain a minimum staffing of 14 per shift.

However, the Fire Chief may reduce minimum staffing to as low as 12 per shift to keep within the current fiscal year's "Operations Program" budgeted overtime exclusive of the "Mutual Aid Overtime" budget. The Department annually will have a budgeted overtime amount, exclusive of Mutual Aid Overtime, for the Operations program of not less than \$341,000 dollars which represents the average operational overtime budget for the past seven fiscal years.

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

39. DUES DEDUCTION

The Association shall have exclusive right to payroll deduction of dues for its members of the Firefighters Bargaining Unit. Bargaining Unit members shall be entitled to have dues deducted by filing an authorization form with the City.

An employee's earnings must be regularly sufficient after legal and required deductions are made to cover the amount of dues check-off authorized.

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

The Association shall indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City because of the check-off procedures outlined herein.

40. FAIR LABOR STANDARDS ACT

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

41. ADVANCE NOTICE

Except in cases of emergency, the Association shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation, proposal or other action relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the appropriate level of City management prior to adoption. Advance notice shall include routinely furnishing one (1) copy of the agenda of City Council meetings.

In cases of emergency when the City determines that an ordinance, resolution, rule or regulation must be adopted immediately, without prior notice or negotiations, the City shall provide notice and opportunity to negotiate at the earliest practicable time.

42. NO DISCRIMINATION

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

43. EFFECT OF AGREEMENT

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

44. 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.

45. 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 Union/Association will receive a non-salary increase equal to 1% of 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 Union/Association.

Employees of the Union/Association will receive an increase only 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 non-salary 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.

46. FIRE REPORTING SOFTWARE

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

47. RELATIVE POLICY

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

48. LONG TERM MUTUAL AID

Employees returning from long term mutual aid on their assigned shift will have the option of taking the rest of the shift off utilizing vacation or CTO with pay. Under this provision, Long Term Mutual Aid must be for three or more days.

49. PERFORMANCE EVALUATIONS

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

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

Any probationary employee will remain on their 18 month evaluation schedule and annually thereafter until they reach "E" step after which their evaluation schedule will convert to an annual evaluation date of November 30.

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

50. STATION SHIFT BIDDING

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

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

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

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

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

- a. The Bid Coordinator shall notify the Fire Chief of his/her appointment.
- b. The Bid Coordinator shall notify all shift personnel by E-mail, pager, and posting of the location, time, and date of the bidding process. There will be only one day for the selections.
- c. The Bid Coordinator shall provide the completed bid selections of all eligible personnel to the Fire Chief by October 15 for approval.
 - 1) There shall be (2) Hazardous Materials team members per shift.
 - 2) There shall be (1) approved Fire Investigator per shift. The Fire Marshal shall supply a list of approved Investigators.
 - 3) The Reserve Training Officer will have the option of choosing Station 241.
- d. The Bid Coordinator shall determine the implementation plan to provide the shift changes to occur during the first pay period in January. The implementation plan will be given to the Fire Chief by December 1st for

approval. No additional costs shall occur as a result of changing shifts. The overtime exception as identified in the M.O.U. shall apply.

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

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

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

Clarification:

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

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

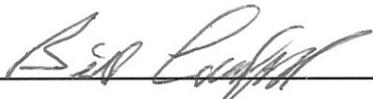
50. SIGNATURES

Executed this 7th day of December, 2015

MANTECA FIREFIGHTERS
IAFF Local 1874



Sterrie McLeod
President



Bill Canfield
Vice President

CITY OF MANTECA



Karen McLaughlin
City Manager



Joe Kriskovich
Director of Human Resources/Risk
Management