

**CITY OF MANTECA, CALIFORNIA**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE MANAGEMENT REPRESENTATIVES OF THE**  
**CITY OF MANTECA**  
**AND**  
**THE EMPLOYEE REPRESENTATIVES OF**  
**THE**  
**MANTECA POLICE EMPLOYEES' ASSOCIATION**

**July 1, 2015 – June 30, 2019**

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This Memorandum of Understanding, by and between the CITY OF MANTECA, hereinafter referred to as the "City" and the MANTECA POLICE EMPLOYEE'S ASSOCIATION, hereinafter referred to as the "Association."

### **1. TERM OF AGREEMENT**

This agreement shall be effective as of July 1, 2015, and shall remain in full force and effect until June 30, 2019.

### **2. INTENT AND PURPOSES**

It is the purpose of this Agreement to assure the efficient and economical operation of the City, to secure and sustain maximum work effort of each employee covered by this Agreement; maintain a harmonious relationship between the employees in the bargaining unit and the City; to establish wages, hours, and working conditions; and, further, to set forth the entire Agreement between the City, and the Association, and the employees covered by this Agreement concerning wages, hours, and other conditions of employment to be observed by the parties hereto.

### **3. RECOGNITION AND NON-DISCRIMINATION**

#### Recognition

The City hereby recognizes the Association as the exclusive collective bargaining representative with respect to wages, hours of employment, and other working conditions, of all regular full-time employees assigned to Manteca Police Employee's unit of the Police Department as enumerated as follows:

- Animal Services Officer
- Booking Officer
- Code Enforcement Officer
- Community Services Officer I/II
- Crime Analyst
- Dispatch Coordinator
- Lead Police Records Clerk
- Police Records Clerk I/II
- Property/Evidence Officer
- Public Safety Dispatcher I/II

## Non-Discrimination

The City and the Association agree that there will be no discrimination against any employee because of race, creed, color, sex, national origin, age or handicap, contrary to the provisions of state and federal law.

### **4. MANAGEMENT RIGHTS**

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

- 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.

2. (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.

(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. ASSOCIATION RIGHTS**

Up to three (3) Association representatives shall be allowed to participate in meet and confer and/or grievance or discipline sessions with the City with no loss of regular pay and benefits. Reasonable notice shall be provided to the Association Representatives' supervisors.

The City agrees to provide the Association's negotiating team, to be comprised of no more than three (3) members, to spend the total of three (3) hours each for preparation for meet and confer sessions with the City without loss of pay or other benefits, when such preparation is necessarily conducted during said employees' regular working hours, however, said preparation shall not interfere with the carrying out of regular employment duties as defined by the Chief of Police.

## **6. EMPLOYEE RIGHTS**

Right of Access:

Any employee in this bargaining unit may examine the entire contents of his/her personnel file or any other record, of whatever nature, maintained for any personnel use, or any file relating to any investigation of employee at any time, during regular business hours of the City's Human Resources/Risk Management Department or Police Department. The employee, however, must provide the City with reasonable advance notice in order to provide office personnel an opportunity to schedule an appointment. Advance notice will insure the normal work flow is not disrupted. The right of access shall not apply to information gathered for a pre-employment background check.

The above provision shall not apply to files involving a criminal investigation of any employee when the nature of the investigation requires confidentiality, however, no portion of said file shall be used in any disciplinary or administrative action of whatever nature until the employee affected has been allowed to review the entire file and given the opportunity to attach explanatory mitigating comments deemed necessary by the employee.

The employee may be accompanied by a representative of his/her choice in examining files and may delegate the right of access to his/her selected representative by written notice to the City. However, all personnel files must remain under the observation of the Human Resources/Risk Management Department.

Discipline:

A. The City agrees that no bargaining unit member shall be reduced from a permanent position, suspended, terminated, reprimanded, or subject to any disciplinary action without cause.

B. The City will provide the Association President, and supervisors with copies of Lexipol Policies. It will be the supervisor's responsibility for keeping their personnel advised to any changes in the Lexipol Policies.

C. The City and Police Department management will endeavor to review any proposed changes in work rules and regulations, general or special orders and policies as may be suggested by the Association. The City welcomes all suggestions that can be provided by the Association to improve the overall efficiency and effectiveness of Police Operations. However, the City reserves the right to make the final decision on any rules/regulations, general or special orders and policies relating to the operation of the Police Department. The Chief of Police will identify all persons with authority to issue enforceable rules and regulations for the operation and functioning of the Police Department.

D. The City agrees with the concept of progressive disciplinary action. The language in the Peace Officer Bill of Rights will be afforded to employees in the Booking Officer position solely. The remaining employees within the Bargaining Unit will be afforded all disciplinary rights under the City's Personnel Policies.

## **7. ASSOCIATION AFFILIATION**

The City and the Association agree to protect the rights of all employees to exercise their free choice to join or to refrain from joining the Association.

## **8. DUES AND DEDUCTIONS**

Authorization:

During the term of this Agreement, members of the Association shall be allowed to voluntarily sign release forms furnished by the City authorizing the City to deduct

Association dues from the employee's regular paycheck. The City will make said deduction provided the employee is on regular pay status and the employee's paycheck is sufficient to cover the amount of the dues.

Authorization Withdrawal:

Members of the Unit who have given written authorization to the City to deduct Association dues from their paychecks are free to stop such deductions by presenting a timely, written request to the finance officer with a copy of said request to the Association.

Certification:

Each year, during the month of December, the Association will certify to the finance officer the amount of Association monthly dues. If the Association changes the amount of dues, each such change must be certified to the City in a timely manner.

Liability:

If, during the term of this Agreement, any claims, charges, or lawsuits are brought against the City by any party regarding the matter of Association dues or dues deduction from members' paychecks, the Association agrees to refund to the City any amounts paid to it in error upon presentation of supporting evidence.

**9. SALARY**

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.

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

**10. OVERTIME**

The general overtime shall include extension of the normal work shift as well as shift replacement work.

## **11. 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. This bonus will be given on the employee's anniversary date of employment and paid on the pay period following the anniversary date.

## **12. HOLIDAY BENEFITS**

### Observance of Holidays

The following enumerated holidays will be observed:

- New Year's Day
- Martin Luther King's birthday
- Washington's birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day
- Labor Day (1st Monday in September)
- Veterans' Day
- Thanksgiving Day (4th Thursday in November)
- Day after Thanksgiving Day (4th Friday in November)
- Christmas Day

The unit will receive two (2) floating holidays as of July of each year. The floating holidays are to be taken any time in whole days throughout the fiscal year with the approval of the supervisor/Chief of Police. Employees will not be allowed to carryover the floating holidays. If one of the floating holidays has not been taken by December 31, the employee will lose the day off. The floating holiday cannot be cashed out in lieu of taking the day off.

## **13. HOLIDAY PAY**

For each City observed holiday (as defined in Article 12), the employee shall receive holiday pay for hours equivalent to their regular shift (i.e. 8 hour normal work shift – 8 hours additional straight time pay, 9 hour normal work shift – 9 hours additional straight time pay, 10 hour normal work shift – 10 hours additional straight time pay).

Any employee in this unit who actually works on a designated holiday shall receive in addition to the regular working hours of pay for that holiday normally given, compensation at the rate of one and one-half (1.5) times the number of hours worked. Total payment double time and one-half.

Employees, who actually work on Christmas, Thanksgiving, or July 4th, shall be compensated with double time in addition to the regular work hours of pay for those holidays normally given. Total payment triple time.

#### **14. HEALTH BENEFITS**

##### Active Employees

A health care plan will be provided for all employees. 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 also pay an additional stipend for those opting into the CalPERS health program to apply to their medical premiums. Regardless of the amount of the MEC, the maximum benefit paid by the city will be as follows:

Single	\$640.00
Employee +1	\$1165.00
Family	\$1515.00

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 an employee chooses to decline health insurance coverage, the City will contribute to the employee's deferred compensation account or cash in lieu of deferred compensation of \$400.00 each month. 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

The following is the maximum retiree health benefit to be paid by the city, including the MEC.:

Effective through August 31, 2015: \$400

Effective September 1, 2015: \$675.00

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

Dental coverage will include 100% of diagnostic/preventive work up to an annual maximum of \$1,500 per covered person (total). The deductible will be waived for diagnostic/preventive work. Orthodontia coverage at the rate of 50% with a \$1,500 lifetime cap for each covered person is part of the dental insurance plan. A \$10 monthly premium will be assessed to all members of the unit with two or more dependents.

#### Vision Insurance

Vision insurance will be provided for all members of the unit. The premium cost for all members of this unit with dependents will be \$2.24 per month.

### **15. PSYCHOLOGICAL COUNSELING PROGRAM**

The City shall provide all members in the Bargaining Unit access to the City's Employee Assistance Program ("EAP"), which includes access to counseling services.

### **16. 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 first \$3,000 of basic monthly earnings. The maximum benefit paid shall not exceed \$2,000 per month and the minimum benefit shall not be less than \$50.00 per month.

Benefits of the plan shall not be paid until all compensatory time credits and 50 percent of accrued sick leave has been exhausted or until the 30<sup>th</sup> 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.

#### **17. 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 years of service with the City of Manteca shall receive \$10,000 of group term life insurance coverage. The City shall continue to pay all premium costs for life insurance coverage for employees and dependents.

#### **18. 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.

Employees 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.

For the purpose of this section, the immediate family shall be restricted to father, step father, father-in-law, mother, step mother, mother-in-law, spouse/registered domestic partner, child, step-child, brother and sister of the employee, and grandparents.

## **19. 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 member. For the purpose of this paragraph, the immediate family shall be restricted to father, step father, father-in-law, mother, step mother, mother-in-law, spouse/domestic partner, child, step-child, brother and sister of the employee, and grandparents.

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.

## **20. VACATION**

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 the reduction is at least equal to the monthly accrual.

### Vacation Accrual Rate

The vacation accrual rate for employees of this bargaining unit shall be as follows:

1- 48 months of full & continuous service (1 - 4 years)	6.667 hours per m
49 - 96 months of full & continuous service (5 - 8 years)	10.00 hours per month
97 - 44 months of full & continuous service (9 - 12 years)	12.666 hours per month
145 + months of full & continuous service (13 years +)	15.333 hours per month

Rank and/or Seniority

Vacation shall be scheduled on the basis of "rank and/or seniority."

**21. OUT-OF-CLASS PAY**

The City agrees to provide out-of-class compensation at the rate of 5% whenever an employee is working out-of-class. 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 payment of this benefit to affected employees. Out-of-Class work shall be defined as those tasks and assignments made by the Chief of Police, a majority of which are different from existing work tasks and a majority of the duties of the higher position.

**22. COMPENSATORY TIME OFF (CTO)**

Employees in this unit shall not be allowed to accumulate compensatory time off (CTO). CTO can be utilized as defined in Article 23. Cash payment for all accrued, but unused, CTO to only occur upon separation from City service.

**23. RANDOM TIME OFF**

The number of allowable randomly scheduled vacation/CTO days shall be six (6) days per year (July 1 through June 30).

**24. CALLBACK PAY**

Minimum Callback Time:

Employees of this unit who are called back to duty for court or any other reason shall receive a minimum callback pay of three (3) hours at the rate of time and one-half (1 1/2).

**25. RETIREMENT**

State Retirement Program:

The City agrees that the employees of this unit shall be members of the Public Employees' Retirement System (CalPERS). Employees shall continue to pay the employee's retirement contribution in accordance with the provisions of the Internal Revenue Code 414 (h) (2) - Employee Pick-Up. All employees will pay 11% of the employer's share of the retirement contribution.

The City has a contract with CalPERS to provide the following benefit formulas:

Employee hired before June 1, 2012 (Classic) 2.7% @ 55 benefit formula and the single highest year final compensation formula.

Employees hired between June 1, 2012 and December 31, 2012 (Tier II) – 2.0% at 60 benefit three highest years of final compensation formula.

Employees hired after December 31, 2012 (PEPRA) - 2.0% at 62 benefit three highest years of final compensation formula.

#### **26. PERS SICK LEAVE CONVERSION UPON RETIREMENT**

The City implemented the sick leave pay off provision of the Public Employees' Retirement System (PERS). 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 50% of sick leave towards retirement and be paid the balance in accordance with the Sick Leave Pay Off section.

#### **27. EDUCATIONAL INCENTIVE PAY**

All members of this bargaining unit shall receive 2 1/2% of the monthly base rate of pay per month upon the presentation of satisfactory proof that the employee has been awarded an AA degree.

Each member of this bargaining unit shall receive an additional 2 1/2% of the monthly base rate of pay per month upon presentation of satisfactory proof that the employee has been awarded a Bachelor's degree from a recognized accredited institution of higher learning.

Payment shall accrue on the first day of the pay period following the presentation of eligibility. No payment shall be made during an employee's original probationary period.

## **28. SPECIALIZED ASSIGNMENTS**

### Training Pay

The City will recognize a Training position and will agree to pay five-percent (5%) additional pay for actual time spent providing formalized training to a new employee by an employee not already required to conduct employee training as part of the identified job duties. The parties understand that time spent providing informal, on the job training to a new employee is not subject to additional compensation.

### Bilingual

Persons who speak Spanish, Portuguese, Tagalog, Vietnamese, Chinese, Thai, Laotian, or Cambodian are eligible to receive one hundred twenty-five dollars (\$125.00) per month in addition to their base rate of pay. 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.

### K-9 Unit Assignment – Narcotics Canine Handler

There may be no more than two members from the MPEA assigned to the K-9 unit at any given time. They may hold the position of Narcotics Canine handler and must follow the selection process defined in the department policy manual to be eligible. Narcotics Canine handlers will not receive special assignment pay, but the City will pay to board the dog for up to two weeks that coincide with its handler's annual vacation use. In addition, each handler will receive an additional five and on-half (5.5) hours of pay per month for feeding, exercising and clean-up of the dog.

### Cumulative Benefits

Nothing in this section shall prohibit an employee from receiving more than one (1) specialty pay providing that he/she is assigned to more than one (1) specialty position.

## **29. SHIFT SEPARATION**

The following shall pertain to shift separation procedures applicable to members of the bargaining unit:

### Notice:

Twenty-four (24) hours advance notice shall be given to each employee whose regular hours of work are being changed. Notification shall be in person and not by note or scheduled notation. Such notice shall not be required if a change is required due to sick

leave, court appearance, or other significant event which occurrence would not provide the City sufficient time to give the required notice. Regular hours of work is defined as the pre-scheduled shift assignment.

Shift Separation:

- A. Every employee in this bargaining unit shall receive time off between shifts equal to twenty-four (24) hours less the length of the employee's regular shift.
- B. No employee of this bargaining unit shall be assigned to work more than the number of consecutive days per week that are normally assigned on the employee's regular work schedule.

Multiple Shifts:

Employees working shifts which are determined by bid shall bid for such shifts based upon seniority.

No employee shall be assigned to work more than three (3) days in any time period other than their regular time period in any sixty (60) day period.

In the event of an emergency caused by long-term illness or injury, or by the resignation or termination of an employee, which requires the reassignment of an employee to maintain minimum staffing levels on a shift, such reassignment can be made. Long-term illness or injury shall be defined as exceeding twenty eight (28) calendar days. Selection of the employee to be reassigned shall be done by first soliciting for voluntary reassignment, then, if no volunteers are forthcoming, by seniority. Voluntary shall be defined as the initiation of the employee, and not by acquiescence to a request or demand of the Department. When such emergency situation is no longer in place, either by the return of the absent employee or the filling of the vacancy, the reassigned employee shall be given the option of returning to his/her previous shift assignment or remaining in the present position. If an opportunity to bid for shifts occurs during the emergency reassignment of the employee, said employee will be allowed to bid for shift as his/her seniority allows.

Days Off:

Each employee shall receive twenty four (24) hours off for each scheduled day off.

Exceptions:

Employees required to work in conflict with the above conditions, except as noted, shall be compensated at the rate of one and one-half (1 1/2) times their hourly rate for the entire shift worked.

- a. Conflicts resulting from a voluntary change of shift or work hours by the employee as a result of bidding for shift assignment shall be exempt from this provision.
- b. Conflicts resulting from assignment to training or schools of three (3) days or more shall be exempt, providing that the employee does not lose any days off as a result of the change and that adequate allowance for travel is made.
- c. Conflicts resulting from necessary and reasonable scheduling of employees in training in the FTO (Field Training Officer) program for newly hired employees shall be exempt.

Waiver of Extra Compensation:

An employee may waive extra compensation voluntarily if desired. No employee shall receive extra compensation if the conflict is at the employee's own request. Voluntary shall be defined as the initiation of the employee, and not by acquiescence to a request or demand by the Department.

A minimum rest period of 8 hours will be provided to the employee. If the employee is required to work overtime causing less than an 8 hour rest period, the city will allow the employee to modify their schedule to allow for the 8 hour rest period, with no charge to the employee's time off bank.

**30. RELIEF SHIFT COMPENSATION**

Employees assigned to work the "relief shift" shall receive an additional five (5) percent pay supplement over his/her regular base rate of pay.

Relief Shift is defined as a shift wherein the employee is assigned to work two different shift time periods within the rotation period, equally divided between the two shifts.

**31. SHIFT DIFFERENTIAL PAY**

Employees assigned to work the graveyard shift shall receive an additional 1.5% pay supplement over his/her regular base rate of pay.

### **32. CREDIT UNION**

The City and the Association agree that the City shall authorize the necessary payroll deductions to qualify the City's employees for membership in a recognized Credit Union. There will be no charge to the employees for the deductions.

### **33. MANAGEMENT OBLIGATION**

Within sixty (60) days of the signing of this Memorandum of Understanding, the City shall provide the following materials to the Association President. He/she shall be responsible for duplicating said document and distributing it to Association members.

1. A copy of all currently effective general orders (refer to Employee Rights/Discipline/paragraph B, of this agreement), special orders, and Rules and Regulations, both City and Departmental. Furthermore, as soon as any such orders are amended, modified or revoked, such will be made available to employees by the City. Upon receipt of said documents, the employee shall sign off that he/she has received and reviewed said documents.
2. A copy of the Memorandum of Understanding. The costs of the printing and distributing these materials shall be borne by the City.

### **34. SENIORITY**

In addition to City Ordinance 248.130, Section 3 of the Municipal Code, the following seniority provisions will be incorporated into the Memorandum of Understanding:

#### Departmental Seniority

Employees shall be placed on a seniority list in accordance with the date they were first hired by the City of Manteca. After January 1, 2007, 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 of the employment application.

#### Placement on the Seniority List:

Shall not be affected by authorized leaves 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, abolishment of 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.

### **35. TRAINING**

The City agrees that well trained employees are of the utmost importance to the citizens of the City. The City agrees that it will distribute training in a fair and equitable manner and that, subject to approval by the Chief of Police and the Director of Human Resources/Risk Management, employees will be sent to schools of their choice which will enhance their training and benefit the City.

### **36. SICK LEAVE/VACATION/CTO BANK**

The employees in this unit may donate sick leave, vacation, and/or CTO to another employee for the use of another employee when he/she is off work on non-work related injuries.

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. Release forms shall be provided to Human Resources/Risk Management. Each pay period the Human Resources/Risk Management Department will transfer time from the donating employee's account, based on the date received and the amount of leave needed by the injured employee. If the time donated is not needed, the release form will be returned to the donating employee.

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.

### **37. ASSOCIATION CTO BANK**

The City shall permit a voluntary donation of a maximum eight (8) hours of CTO per member per calendar year to be credited to an account that may be drawn upon by the

Association for use in Association business. An employee must sign a release form allowing the Human Resources/Risk Management Department to transfer his/her CTO to this account.

### **38. PEACEFUL PERFORMANCE**

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety and general welfare of the residents of the City of Manteca.

Association agrees that the Association will not permit its members to participate in, nor will any member of the bargaining unit take part in, ANY strike, sit-down, stay-in, sick-out, slow-down, or picketing, (hereinafter collectively referred to as work-stoppage), in any office or department of the City or interfere with any operation of the City during the term of this Agreement (excluding any unilateral extensions of the term of this Agreement by the City). In the event of any such work-stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.

In the event of any work-stoppage during the term of this Memorandum of Understanding (excluding any unilateral extensions of the term of this Agreement), whether by the Association or by any member of the bargaining unit, the Association, by its officers, shall immediately declare in writing and publicize that such work-stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. If in the event of any work-stoppage, the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association had not otherwise authorized such work-stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the City shall have the right to discipline, to include discharge, any employee who participates in any work-stoppage activity herein prohibited, and the City shall also have the right to seek full legal redress, including damages, as against any such employee.

### **39. LIGHT DUTY ASSIGNMENTS**

The City agrees that they shall endeavor to provide light duty assignment in a non-discriminatory manner to persons injured either on or off the job. Such assignments shall be based upon the needs of the department and shall be within the medical limits set by the employee's treating physician.

The City will endeavor to place injured employees in light duty assignments comparable to their regular duty assignments preferably within their department.

### **40. DRUG AND ALCOHOL TESTING POLICY**

The City and Association have agreed to a "Drug and Alcohol Testing Policy" which are incorporated into the Personnel Rules.

### **41. JURY DUTY**

If a member of this unit serves jury duty during the day for duration of 8 hours, they will be excused from their regular scheduled shift for that day (swing or graveyard).

### **42. 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.

### **43. EMPLOYMENT OF RELATIVES**

For purposes of clarification and interpreting the City's Employment of Relatives rule, members of this association 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.

#### **44. WELLNESS DAYS**

Each employee shall receive wellness hours equivalent to three working days of leave annually on July 1. Hours for will be based on the employee's designated work shift as follows:

8 hour normal work shift – 24 wellness hours

9 hour normal work shift – 27 wellness hours

10 hour normal work shift – 30 wellness hours

If a new employee is hired after July 1, the amount of leave provided will be pro-rated commensurate with the date of hire. This leave shall be used each fiscal year or forfeited, and the use of wellness days shall not create overtime. Wellness leave shall be forfeited upon separation of employment.

#### **45. UNIFORM ALLOWANCE**

Employees shall receive an annual uniform allowance of \$750.00 dollars. New employees who fail probation within six months or resign within six months of receipt of their uniform allowance will return the uniform allowance or the uniforms to the City before receiving their final paycheck.

#### **46. RE-OPENER**

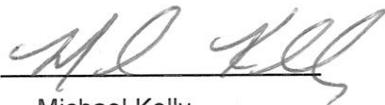
On or about March 1 of each year, the City and the Union/Association will discuss the financial position of the City's General Fund. The combined total of the General Fund Property Tax and Sales Tax as reported in the most recently audited Comprehensive Annual Financial Report net of all property tax 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 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 Union/Association.

Employees of the Union/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.

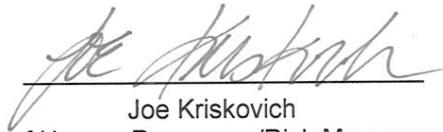
The increase will be applied to incremental increases to the Combined Total in excess of 1%. Example, if the increase in Combined Total is 1.5%, the unit will receive an increase of .75% of base pay applied to the non-PERSable benefit(s) described above.

**47. SIGNATURES**

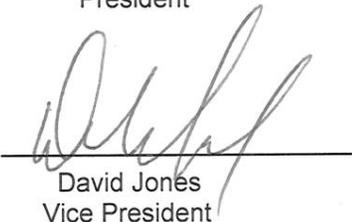
Executed this 7<sup>th</sup> day of December, 2015



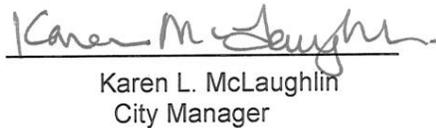
Michael Kelly  
President



Joe Kriskovich  
Director of Human Resources/Risk Management



David Jones  
Vice President



Karen L. McLaughlin  
City Manager



Kim Thomas  
Secretary