MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MANTECA

AND

THE MANTECA TECHNICAL AND SUPPORT SERVICES ASSOCIATION

JULY 1, 2023 - JUNE 30, 2026

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This Agreement, entered into by and between the City of Manteca (hereinafter City) and the Manteca Technical and Support Services Association (MTSSA), constitutes the results of meeting and conferring in good faith by the parties in accordance with Gov. Code § 3500, et seq. and the Employer-Employee Relations Resolution of the City of Manteca. It is understood and agreed that this agreement supersedes and replaces all prior agreements between the City and theMTSSA 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.

I. TERM, RECOGNITION AND RIGHTS

1. TERM OF AGREEMENT

Except as otherwise stated herein, all terms of this agreement are effective July 1, 2023 The City and the Association mutually agree that this Memorandum expires June 30, 2026.

2. RECOGNITION

The City hereby acknowledges the Association as the recognized employee organization for the Manteca Technical and Support Services Association as provided in the City's Employer-Employee Relations Resolution and State law.

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

Accountant I/II
Accounting Technician
Administrative Analyst
Administrative Assistant I/II/III
Assistant Planner
Budget Analyst I/II
Building Inspector I/II
City Clerk Technician
Construction Inspector I/II
Customer Service Representative
Development Services Technician
Economic Development Specialist I/II/III
Engineering Technician I/II/III
Environmental Compliance Inspector
Executive Assistant – Public Safety
Fire Inspector I/II
GIS Analyst
GIS Specialist I/II

GIS Technician I/II/III
Human Resources Analyst
Human Resources Technician
IT Analyst
IT Applications Engineer
IT Specialist
IT Systems Engineer
Laboratory Technician I/II/III
Lead IT Specialist
Lead Lab Technician
Payroll Technician
Risk Analyst
Recreation Coordinator
Senior Building Inspector
Senior Construction Inspector
Senior Engineering Technician
Senior Environmental Inspector
Senior Landscape Technician
Senior Payroll Technician
Senior Plans Examiner
Utilities Coordinator
Water Resources Coordinator

3. MANAGEMENT RIGHTS

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

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

- to manage the City generally and to determine issues of policy;
- to determine the necessity for, and organization of, any service or activity conducted by the City, and to expand or diminish services;
- to determine the nature, manner, means, technology and extent of services to be provided to the public;
- the exclusive right to determine the mission of its constituent departments, commissions, boards;
- set standards and levels of service;
- determine the procedures and standards of selection for employment and promotions;
- direct its employees;
- establish and enforce dress and grooming standards;

- determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- maintain the efficiency of governmental operations;
- determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- determine the content and intent of job classifications;
- determine methods of financing;
- determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- determine and/or change the facilities, methods, technology, means organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- 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 bene fits, or otherwise discipline employees in accordance with applicable law;
- establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- take all necessary actions to carry out its mission in emergencies;
- exercise complete control and discretion over its organization and the technology of performing its work;
- To establish, publish or modify rules and regulations to maintain order, safety and efficiency in the City, subject to any meet and confer requirement identified in Gov. Code § 3500, et seq.

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

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

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of

its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative regulations and Employment Rules and Regulations consistent with law and the specific provisions of the Memorandum to direct its employees, to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

4. ASSOCIATION RIGHTS

The 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 no more than three 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 provided that the representatives give at least 24 hours of notice to his/her supervisor regarding the scheduled negotiations and receive permission from thesupervisor to meet and confer on City time.

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 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 Association 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 Association may use portions of City bulletin boards and the City's email system for the purpose of communicating with unit members under the following conditions:

Posted material shall bear the identity of the Association.

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.

Association Representatives

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

5. ASSOCIATION SECURITY

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

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

Hold Harmless: The Association shall indemnify, de fend, and hold harmless the City, its employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the City be required to pay from its own funds Association dues that the employee was obligated to pay, but failed to pay regardless of the reasons.

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

6. SEVERABILITY OF PROVISIONS

Should any section, clause or provision of this Agreement be declared illegal by final judgment by a court of competent jurisdiction, such invalidation of said section, clause or provisions shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect. In the event of such invalidation, the parties agree to meet and confer concerning substitute

provisions for any part of this Agreement rendered or declared illegal.

7. NO STRIKE PROVISION

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

8. ADVANCE NOTICE

Except in cases of emergency, the 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 implementation. 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.

The City shall provide the Association with an advance copy of any departmental policy affecting wages, hours and working conditions prior to implementation.

The City will notify the association of any promotion, demotion, title change, position change, department reorganization, new positions, removal of positions or out of class pay.

9. NON-DISCRIMINATION

The City and the Association agree that there will be no discrimination against any employee because of race, color, ancestry, national origin, religion. creed, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, disability (physical or mental), age (over 40), genetic information, marital status, sexual orientation, gender identity and gender expression, medical conditions, and military or veteran status.

10. GRIEVANCE PROCEDURE

Definition of Grievance:

The term "Grievance" shall mean any dispute, between the City and an employee or employees, or between the City and a Certified Employee organization, here after known as the Association, concerning the interpretation, application, breach, or violation of any provisions of the Memoranda of Understanding, Personnel Rules, Council Policy, other City Policy and Procedures, City Ordinances, resolutions of the Council, or Administrative Procedures dealing with personnel matters which have been adopted.

Reporting Time Limitation:

An employee and/or the Association who wishes to initiate the grievance process must bring the grievance to the attention of his/her supervisor within ten (10) working days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void.

Presentation of the Grievance:

An employee may present a grievance while on duty, provided such use of on-duty time is kept to a reasonable minimum as determined by the City Manager. The written grievance shall set forth the specific factual and other basis for the employee's complaint and shall identify the rule or issue allegedly being violated by the City.

Employee Representation:

At any step in the grievance procedure, the employee concerned may choose to represent himself/herself; or by the Association which has been recognized by the City for that representation unit to which the employee's classification is assigned; or by legal counsel. The employee concerned may be personally present at all stages.

Grievance Resolution - First Step/Informal Resolution:

To initiate informal discussion of a grievance, the employee shall provide their immediate supervisor with a written description of the circumstances causing the grievance within the time frame set forth in Reporting Time Limitation. Within ten (10) working days after the receipt of the grievance, the supervisor and the employee and/or the Association shall discuss the grievance collaboratively and attempt to mutually identify a resolution of the problem. Within ten (10) working days after the meeting, the supervisor shall provide the

grievant with a written memorandum of the meeting, stating the resolution identified, if any. Employees and/or the Association must complete the informal resolution process prior to submitting a formal grievance.

Grievance Resolution - Second Step/Formal Resolution:

If a grievance is not resolved at Step One to the satisfaction of the grievant, the grievant may appeal the grievance to the next level of management. If the next level of management is the Department Manager, the grievance shall be forwarded to the Department Manager or his/her designee. The Step Two grievance shall be initiated within fifteen (15) working days of the decision rendered at Step One of the grievance procedure. A formal written grievance shall state the date and nature of the grievance, and shall state all specific facts or omissions upon which the grievance is based. The formal grievance shall be filed with the Department Manager. Within ten (10) working days after the filing of the formal grievance, the Department Manager shall give his/her decision in writing to the grievant.

Grievance Resolution - Third Step/City Manager Appeal:

If the grievant is not satisfied with the decision rendered by the Department Manager, the grievant may appeal the decision in writing within ten (10) working days to the City Manager or his/her designee. The appeal shall state the date and nature of the grievance, and shall state all specific facts or omissions upon which the appeal is based. If no appeal has been submitted within ten (10) working days from the date of receiving the formal decision, the Department Manager's formal decision shall be considered as final.

City Manager Decision - Fourth Step:

Upon receipt of an appeal of a formal grievance, the City Manager or designee shall discuss the grievance with the employee, the supervisor or Department Manager, and any other involved parties, if any. The City Manager or designee shall render a formal decision in writing to the employee within ten (10) working days after receipt of the appeal. If no appeal has been submitted within ten (10) working days from the date of receiving the formal decision, the City Manager's decision shall be considered final.

Advisory Arbitration:

In the event the grievance is not satisfactorily adjusted by the City Manager or in the event there is no decision rendered in writing within the aforementioned time limits, the matter may be submitted by either party to an Arbitrator. Each party shall bear the costs of its own presentation, including the preparation and post hearing briefs, if any.

The Arbitrator shall be selected by mutual agreement between the Association and the City. If parties are unable to agree upon an Arbitrator, the parties shall jointly request that the Federal Mediation and Conciliation Service or other agreed upon Agency submit a list of seven (7) qualified Arbitrators.
The parties shall then alternately strike names from the list until one name remains and that person shall serve as the Arbitrator. The party making the first strike shall be determined by coin flip. The Arbitrator shall be selected by the parties within thirty (30) calendar days of the receipt of the appeal at Step Four. The Arbitrator shall determine the most expeditious method of conducting the hearing. He /she shall determine whether or not briefs shall be filed, whether or not a transcript shall be ordered. Upon closing the record, the Arbitrator shall issue a written decision within thirty (30) calendar days of the conclusion of his/her hearing, which shall be Advisory only. The Arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or any provision of the City's Personnel Policies and/or Rules, or impose on any party hereto a limitation or obligation.

Timeline:

Any timeline provided for this procedure may be extended upon the mutual consent of the parties.

II. COMPENSATION

11. SALARY

Cost of Living Adjustment

Cost of living adjustments will be implemented as follows:
2% upon contract ratification payable on the first payday following Council adoption
2% July 1, 2024
3% July 1, 2025

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

12. SIGNING BONUS

All members of this bargaining unit shall receive a one-time non-persable stipend of $5,000 upon execution of this contract for Fiscal Year 2024. This will be paid on the pay period following ratification.

13. OVERTIME

An employee who works in excess of their normal workday or in excess of forty (40) hours in their work week shall be compensated at the rate of one and one-half times the regular base pay for all overtime hours worked.

All paid time shall be considered as time worked for the purposes of computing overtime. It is not the intent of the above paragraph to avoid premium pay for overtime by only assigning employees who have not actually worked the previous forty hours to overtime assignments.

Employees shall be compensated for all overtime worked in either cash or compensatory time off. Compensatory time shall be accrued at the rate of one- and one-half times the hours worked. The employee must make the choice of being compensated in cash or compensatory time at the time it is earned.

Employees shall be allowed to accrue up to a maximum of 100 hours compensatory time during each fiscal year from July 1 to June 30. Compensatory time off shall be scheduled in a mutually agreeable manner between the employees and the department manager and due regard for the wishes of the employee and the operational needs of the City. Compensatory time normally shall be taken off during the fiscal year in which it is accrued. Any unused compensatory balance at the end of one fiscal year in excess of 50 hours shall be paid off on the July 7 payroll each fiscal year at the employee's regular hourly rate.

14. DEFERRED COMPENSATION

Members of this bargaining unit may voluntarily contribute to a deferred compensation plan provided by the City. There is no minimum voluntary contribution required.

Effective July 1, 2020, the City will contribute an additional 2% of base salary to the deferred compensation plan for all members.

15. HOLIDAY BENEFITS

The following are recognized as legal holidays for the Technical and Support Services Bargaining Unit. Employees assigned to a 9/80 schedule shall receive nine (9) hours of pay for each holiday listed that falls on any day but Friday and all Friday holidays will be paid at eight (8) hours. Employees assigned to a 5/8 shall receive eight (8) hours of pay for each holiday listed below. Employees assigned to a 4/10 schedule shall receive ten (10) hours of pay for each of the holidays listed below.

New Year's Day
Martin Luther King Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

When a holiday falls on a Sunday, the following Monday shall be observed.

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

If one of the listed holidays, or the day a listed holiday is observed, falls on a regularly scheduled Friday off, member will be paid at the regular rate of pay equivalent to the hours of a regular workday as figured in the first paragraph of section 15. Holiday Benefits. If member does not work Fridays, they will be paid at the number of hours normally worked on the other days of the week. Members regularly scheduled to work Friday will receive Christmas Eve off with pay as outlined previously in this section.

16. PAY FOR WORK ON HOLIDAYS

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

17. FLOATING HOLIDAY

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

requests, submitted prior to June 15, to take the floating holiday were denied. If previous requests to take the floating holiday have been denied, the holiday will carry over to the next fiscal year and the employee will be allowed to take it during that year.

Floating holidays must be utilized in full day increments. Employees who are employed by the City prior to September 1 shall be eligible for three (3) floating holidays. The maximum number of Floating Holidays per fiscal year for each employee will be three (3). Employees who are employed by the City prior to December 31 shall be eligible for two (2) floating holidays. Employees hired after December 31 shall be eligible for one (1) floating holiday for that fiscal year. Employees hired after March 31 will not be eligible to receive a floating holiday for that fiscal year. Floating Holidays are non-compensable at the time of separation.

18. UNIFORM ALLOWANCE

The City will provide uniform service to all Laboratory Technicians. For Classic members, the City will report to CalPERS the monetary value for providing and maintaining the employee's required uniforms, including jackets.

The City will report the uniform allowance on monthly basis to CalPERS. The uniform allowance amount reported to CalPERS will be derived from the City' s total fiscal year budgeted amount for providing and maintaining the employee's uniforms, excluding lab coats, not to exceed $300 per year, per employee.

Fire Inspector I/II shall receive an annual uniform allowance of $1,000 on the first pay period in July. For Classic members, the City will report the uniform allowance on an annual basis to CalPERS in July each year for the preceding fiscal year. New employees who fail probation within 6 months, or resign within 6 months of receipt of their uniform allowance will return the uniform allowance or uniforms to the City prior to receiving their last paycheck.

The City agrees to provide an annual reimbursement allowance based on actual costs substantiated with a receipt for an amount not to exceed $300 per fiscal year for the purchase of steel toe footwear. Claims for such reimbursement shall be paid in full to the employee within ninety (90) days of the submission of the receilpt. The following members of this bargaining unit are eligible:

All Laboratory Technicians
All Building Inspectors
All Construction Inspectors
All Environmental Inspectors

All Engineering Technicians
Water Resources Coordinator
Senior Landscape Technician

19. LONGEVITY PAY

Members with over ten (10) years of continuous employment with the City of Manteca shall receive one longevity bonus per year of twenty percent (20%) of one month's base monthly salary.

20. EDUCATION INCENTIVE

Members shall receive educational incentive pay as follows:

3% of the monthly base rate of pay per month upon presentation of satisfactory proof that an employee has been awarded a Bachelor's degree;
3% of the monthly base rate of pay per month upon presentation of satisfactory proof that the employee has been awarded a Master's degree.

These benefits are not stackable. 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.

Notwithstanding any language in this MOU or job description to the contrary, to the extent a minimum educational degree is required for the position, that individual shall not be eligible for additional pay for possessing that degree.

21. BILINGUAL

Persons who speak Spanish, Portuguese, Tagalog, Vietnamese, Chinese, Thai, Laotian, Arabic, Punjabi, Farsi, Cambodian, or American Sign Language (ASL) are eligible to receive two hundred dollars ($200.00) per month or at the option of the employee, eight (8) hours per month compensated time off 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 Human Resources Director and is assigned to provide translation services in addition to other duties contained within their specific job descriptions.

The City may determine the number of employees designated to provide translation services. If a change in the number of designations adversely impacts a member of this association, both parties agree to meet and confer on the impacts.

Persons eligible for Bilingual Pay may exercise their option of the method of compensation for Bilingual Pay by notifying the City in writing of their choice during the open enrollment period of October 15th

through November 30th. Such selections shall be effective on the first day of January following the open enrollment period, and effective thereafter unless changed during the next open enrollment period. If employees do not declare their choice, the default option shall be the two hundred dollars ($200.00) per month payment.

22. 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 of one day, for anytime worked out of class in any single day. Out-of-class compensation is to be a minimum salary increment of 5 percent. Any increment amount over 5 percent is to be based on comparison of "out-of-class" range being worked to regular range. The City, however, does not encourage the practice of working out-of-class but will not arbitrarily or capriciously transfer employees from working in class and out-of-class to avoid the payment of this benefit to affected employees.

Working out-of-class shall be defined as a majority of the duties of the higher position as contained in the job description.

23. OFF-DUTY RESPONSE/CALLBACK

Members of this bargaining unit responding to an off-duty callback shall be compensated for all hours worked at the overtime rate of one and one-half times in cash or compensatory time. The minimum compensation shall be three (3) hours at the time and one-half rate. Call back compensation shall begin at the time the employee is notified of the call back assignment by the City.

Off-duty call back compensation will be paid when an employee is required to return to work after leaving the work site at the end of their scheduled work shift, when any employee is required to return to work on a scheduled day off or directed to remotely perform the essential functions of their classification.

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

24. FATIGUED EMPLOYEES

It is the policy of the City to ensure that an employee is not required to work such a significant number of hours that it might lead to extreme

fatigue of that employee. Further, the City seeks to provide and maintain a safe working environment for each individual.

An employee who is required to work more than four (4) hours overtime within a sixteen (16) hour time period AND whose regularly scheduled shift begins less than six (6) hours from the time the overtime ends, will be afforded a full eight (8) hour rest period before returning to work.

25. LEAVE OF ABSENCE WITHOUT PAY

Provisions for leave-of-absence without pay are contained in the City's Personnel Rules.

III. LEAVES

26. VACATION LEAVE

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

01 thru 48 months of full & continuous service	=	80 hours annually
49 thru 96 months of full & continuous service	=	120.00 hours annually
97 thru 144 months of full & continuous service	=	152 hours annually
145 mos. & thereafter of full & continuous service	=	184 hours annually

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

27. WELLNESS LEAVE

Effective July 1, , each employee shall receive eighty-three and two-tenths (83.2) hours of wellness leave. An employee hired after July 1 will not be eligible for wellness until after the completion of six (6) months of employment; at that point, the amount of wellness leave provided will be pro-rated commensurate with the 6-month date. All hours shall be used, in the fiscal year in which it was earned, as time-off, deferred compensation or cashed out by June 30. The cash out or deferred compensation will be an annual option.

Wellness Leave will be forfeited upon separation of employment. Any wellness hours still available for use as of June 30 will be automatically cashed out.

28. 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 of this unit shall accrue 96 hours of sick leave annually accrued equally over each pay period for each consecutive month of service. There shall be no maximum accumulation limit on sick leave accrual.

Employees may utilize up to 100 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, siblings, parents (including foster and step), parents of the employee's spouse/registered domestic partner (including foster and step), grandparents and grandchildren of the employee or the employee's spouse/domestic partner or other individuals whose relationship to the employee is that of a dependent. The City reserves the right to require an employee to establish to the City's satisfaction the dependent relationship.

Retirees:

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

29. 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 (3) days bereavement leave with pay without charge to his/her accumulated sick leave credits or accrued vacation. An additional two (2) days bereavement leave may be taken which shall be charged against the employee's accumulated sick leave..

For the purpose of this section, "immediate family" shall be defined as the employee's spouse/registered domestic partner, children/stepchildren, siblings, parents (including foster and step), parents of the employee's spouse/registered domestic partner (including foster and step), grandparents and grandchildren of the employee or the employee's spouse/registered domestic partner or other individuals whose relationship

to the employee is that of a dependent. If the city has reasonable suspicion of abuse of this policy as determined by the Director of Human Resources or designee, then the City has the right to require an employee to establish to the City's satisfaction the dependent relationship.

In the event of the death of a relative other than those defined above as immediate family, the employee may be granted up to one (1) day of bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits. Any additional leave required under circumstances of bereavement for the purpose of funeral arrangements, estate matters, or additional travel time, will be charged against the employee's accrued vacation or compensatory time off credits. The City may require evidence of attendance of the funeral.

IV. INSURANCE

30. 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	$850
Employee + 1	$1600
Family	$2100

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 $600.00.

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

The employee will be required to sign a waiver when canceling coverage. Re- enrollment to CalPERS plans can only be made during the open

enrollment period unless criteria for re-enrollment are met as defined by CalPERS.

Retirees

See Section V, Retirement, for retiree health benefits.

31. DENTAL INSURANCE

The City shall pay the entire premium for dental coverage for the employee and dependents. Deductibles will also be waived for diagnostic/preventative work.

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

32. VISION INSURANCE

The City shall pay the entire premium for vision care for employees and their dependents that shall remain at their current level of benefit during the life of this MOU.

33. 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 and less than ten (10) years of service with the City of Manteca shall receive $10,000 of group term life insurance coverage. Employees with ten (10) or more years of service with the City of Manteca shall receive life insurance coverage in an amount equal to one (1) year's current salary. The City shall continue to pay all premium costs for life insurance coverage for employees and dependents.

34. 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 basic monthly earnings.

The maximum benefit paid shall not exceed $5,000 per month and the minimum benefit shall not be less than $50.00 per month. Benefits of the plan shall not be paid until 50 percent of accrued sick leave has been exhausted or until the 15th day following the onset of disability, whichever is longer.

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

V. RETIREMENT

35. RETIREMENT

State Retirement Program

Employees of this unit shall be members of the California Public Employees' Retirement System (CalPERS). Any contract with CalPERS currently in effect, shall remain in effect as they may apply to the members of this unit. Retirement benefits shall be consistent with the laws of the State of California and the United States.

Definitions

Retired Employee is defined as follows:

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

New Member is defined as follows:

i. 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;

ii. 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

iii. A unit member who was an active member in CalPERS with another employer and who, after a break in service of more than six (6) months, returned to active membership in CalPERS with the City.

Classic Member is defined as follows:

A unit member who entered into membership with a qualifying public retirement system on or before December 31, 2012 who does not meet the definition of "New Member" under Government Code §7522.04(f) and related CalPERS membership requirements.

Status as either a New Member or Classic Member shall be determined by

CalPERS.

Retirement Benefits

Classic Tier 1: Retirement plan for employees hired with the City of Manteca on or before May 31, 2012.
Classic Tier I members shall receive the 2.7% at 55 retirement formula. For purposes of determining a retirement benefit, final compensation for these employees shall mean the single highest year of pensionable compensation.

Classic Tier I Members shall pay through payroll deduction, 100% of the required bargaining unit member contribution, which is eight percent (8%).

Classic Tier 2: Retirement plan for employees hired with the City of Manteca on or after June 1, 2012 who meet the definition of a Classic member as defined by CalPERS.

Classic Tier 2 members shall receive the 2.0% at 60 retirement formula. For purposes of determining a retirement benefit, final compensation for these employees shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

Classic Tier 2 members shall pay through payroll deduction, 100% of the required bargaining unit member contribution, which is seven percent (7%).

PEPRA: Retirement plan for employees hired on or after January 1, 2013, who meet the definition of a new member as defined by CalPERS.

PEPRA members shall receive the 2.0% at 62 retirement benefit. For purposes of determining a retirement benefit, final compensation for these employees shall mean the highest annual average pensionable compensation earned during thirty- six (36) consecutive months of service.

As required by Gov. Code §7522.04(g), PEPRA members shall pay, through payroll deduction, fifty percent (50%) of the total normal cost of their retirement plan as determined annually by CalPERS.

36. SICK LEAVE PAY OFF

Members of this bargaining unit who retire from City service (exclusive of deferred or disability retirement) shall be entitled to cash payment at

the rate of 50 percent for all unused sick leave remaining to the credit of the employee at the employee's hourly rate, or 100 percent may be used towards retirement. The City reserves the right to defer disability retirement cases to the City Council for determination of eligibility.

37. RETIREE HEALTH

All members hired prior to December 31, 2011, will receive a $675 monthly contribution, which includes the Minimum Employer Contribution (MEC) as established annually by CALPERS.

The maximum benefit provided to retirees under this section shall be $675.00.

All members hired after December 31, 2011, will receive the Minimum Employer Contribution (MEC) as established annually by CALPERS.

VI. MISCELLANEOUS

38. TRAINING/TRAVEL

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. The cost of any and all training required by the City shall be borne by the City. Employees who attend such required training shall be compensated in accordance with the terms of this Memorandum of Understanding. Compensation for any required training to include payment for all hours employees are required to attend any such training, including travel time to and from the training site.

When travel time exceeds the employee's normal work day or workweek, overtime provisions contained within this MOU shall apply. In determining overtime compensation, normal commute time should be deducted from the total travel time. Additionally, normal unpaid meal periods are not considered work time when traveling.

When combining business and personal travel time, department head approval is required. If this extended period occurs during regular scheduled work hours, the time will be counted as vacation or other similar leave, comp time (if available) or leave without pay.

Travel time is compensable work time when it occurs during the employee's regular working hours. If the travel occurs during normal

working hours on nonworking days (i.e., Saturday or Sunday for an employee who works Monday to Friday) the time is compensable.

Overnight travel that occurs outside of regular working hours as a passenger on an airplane, train, boat, bus or car and where the employee is free to relax is not counted as travel time unless the overnight travel is necessary to accommodate the schedule of any city required training. Employees who perform work while traveling must be compensated. If travel is by automobile, the employee must be compensated for all of the travel time except when the employee is on a bona fide meal break or is provided sleeping facilities.

If an employee is offered the option of public transportation but chooses to drive, the employer may count as hours worked either the time spent driving or the time that would have had to be counted if public transportation had been taken. If the travel is overnight and done outside work hours, the travel time is not compensable.

39. LIGHT DUTY ASSIGNMENT

The City will assign employees of this unit to light duty assignments when an employee is injured on-the-job and found by a physician to be able to return to work but unable to assume all of the duties of his/her regular assignment. Whenever possible, the City shall endeavor to place the returning employee in a light duty assignment within his/her division. However, if there is not sufficient work within the division or if the needs of the City require the employee to be assigned to another division, then the City will do so. For employees who are injured off the job and found to be able to return to work, but unable to assume all of the duties of his/her regular assignment, the City may, at its discretion, assign such employees to light duty assignments. The guiding principle for the City in making any light duty assignments will be that the tasks will not aggravate the employee's illness or injury.

40. CATASTROPHIC LEAVE PLAN

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 due to a non-work related injury. When an employee donates time to another employee, a release form must be signed permitting the City to transfer time from his/her account to another employee's account.

Time may only be donated on an hour for hour basis as needed.

41. FLEXIBLE WORK SCHEDULE

In most cases, the City will utilize the synchronized 9/80 schedule with every other Friday off, a 4/10 with every Friday off or a 5/8 work schedule 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. If an employee is scheduled to work on a regular scheduled Friday off, any and all hours worked shall be paid at one- and one-half times (1.5) of the employee's regular compensation.

42. FLEX STAFFING RECLASSIFICATION

For the purpose of flex staffing, employees who move from one class to the next higher class shall receive a minimum five percent (5%) pay increase. In the event that an employee receives a flexible staffing reclassification to a higher range, the date of the reclassification will become the anniversary date for merit increases and employee performance evaluations. See Attachment I for flex staffing eligibility.

43. BREAK TIME FOR EMPLOYEES

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

44. INJURY LEAVE WITH PAY

Consistent with the City's Personnel Rules, injury leave with pay (salary continuation) is available to employees for disability due to illness or injury, compensable under the workers' compensation laws. Salary continuation leave is available based on years of service with the City. Upon expiration of any salary continuation to which the employee may be entitled, he/she may use accrued sick leave or vacation time to the extent necessary to supplement workers· compensation payments to equal the employee's normal salary.

45. LEAVE

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

46. SECTION 125

Premiums which must be paid by employees under this Section are subject to the provisions of Internal Revenue Code Section 125 currently available to employees.

Each employee will meet with a representative of the City's Section 125 administering firm, to have a personal payroll data analysis conducted. This analysis will illustrate what benefits the employee may receive by participating in this program.

47. SENIORITY

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

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

Departmental Seniority

Seniority List Placement Qualifies an Employee for:

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

With regard to ii., iii., and iv. above, seniority shall prevail unless the needs of the department reasonably require otherwise, to ensure that a qualified employee is available to perform assigned duties.

48. LAYOFF

The City may layoff an employee in the City's service because of lack of either work or funds or both. Layoffs shall occur within a department and shall be by inverse order of seniority. Regular employees of the City upon notice of layoff no less than forty-five (45) days prior to layoff shall be placed on an appropriate reemployment list and shall be eligible in any class for which they qualify. Further vacant positions shall first be filled from the reemployment list by qualified employees.

Please refer to City of Manteca Rules and Regulations.

49. CONFIDENTIAL EMPLOYEE DESIGNATION

The following classifications shall be designated as confidential employees: Administrative Assistants, Coordinator, Information Services Technicians and Network Technicians in Administrative Services and Administrative Assistants and Technicians in Finance.

In accordance with the Employer-Employee Relations Resolution (R 1997-174) of the City of Manteca, confidential employees who are included in the same unit with non-management or non-confidential employees may not represent such employees on matters within the scope of representation.

50. PERSONNEL FILES

Employees shall have access to their personnel files including the right to inspect or receive a copy of any material placed in an employee's personnel file and the right to respond to any such material. Employees shall be required to provide the Administrative Services Department with 24 hours advance notice.

51. NO SMOKING PROVISION

The City of Manteca did discuss with the Association their intent to implement administrative policies restricting the hiring of new members of the Association to those persons who do not smoke tobacco or any other substance. The Association neither endorses nor condemns any such policies.

52. REOPENER

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

[SIGNATURES ON FOLLOWING PAGE]

53. SIGNATURES

MANTECA TECHNICAL AND SUPPORT SERVICES ASSOCATION

Chad Adams, President

David Garcia, Supervising Partner
Goyette, Ruano & Thompson

CITY OF MANTECA

Jose Jasso, Interim Assistant City Manager

Dawn Cortesi, Interim Director of Human Resources

CITY OF MANTECA

AND

THE MANTECA TECHNICAL SUPPORT SERVICES ASSOCIATION

SIDE LETTER OF AGREEMENT

This Side Letter Agreement ("Side Letter") is made and entered into on September 21, 2023, by and between the City of Manteca ("City") and the Manteca Technical Support Services Association ("MTSSA"). City and MTSSA are sometimes referred to in this Side Letter as "Party" or, collectively, as the "Parties."

As a result of the language under **Section 12, Signing Bonus** in the Memorandum of Understanding (MOU):

12. SIGNING BONUS

All members of this bargaining unit shall receive a one-time non-persable stipend of $5,000 upon execution of this contract for Fiscal Year 2024. This will be paid on the pay period following ratification.

Members must be on payroll at time of contract ratification by Council (September 19, 2023) to be eligible for this one-time bonus.

Manteca Technical Support Services Association

By_____

Chad Adams, Association President

City of Manteca

By_____

Jose Jasso, Interim Assistant City Manager

By_____

David Garcia, Supervising Partner
Goyette, Ruano & Thompson

By_____

Dawn Cortesi, Interim Director of Human Resources