

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

JANUARY 1, 2007 – DECEMBER 31, 2011

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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
OFFICERS' ASSOCIATION, hereinafter referred to as the "Association."

1. 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.

2. MANAGEMENT RIGHTS

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;
- and exercise complete control and discretion over its organization and the technology of performing its work.

The Union 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.

3. 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.

4. 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 Administrative Offices of the City or Police Department. The employee, however, must provide the City or Police Department 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 Administrative Services 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, watch commanders and supervisors with copies of General Orders. It will be the watch commander's and the supervisor's responsibility for keeping their personnel advised to any changes in the General Orders.
- 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.

Investigation of Employees:

The City agrees that, except in those cases of criminal conduct, an employee shall be notified within a reasonable time frame, either orally or in writing, of the initiation of any investigation by the City or Department regarding alleged misconduct. The employee shall be advised of the nature of the complaint and he/she will be told of what the disposition of the case is, either orally or in writing, by the Chief of Police or his/her designee. Employees have an obligation to request an answer from the Department chain of command, should one not be forthcoming.

Except in cases of extreme complexity, no investigation shall continue beyond sixty (60) days without further notifying the employee involved of the reasons for the continuation of the investigation. The investigation can be continued for an additional fifteen (15) days up to a maximum of ninety (90) days. At the conclusion of ninety (90) days, the disposition of the case must be decided, unless criminal proceedings take precedent.

Polygraph:

The City and the Association agree that an employee shall not be compelled to submit to a polygraph examination or voice stress analysis against his/her will. No disciplinary action or other recrimination shall be taken against an employee refusing to submit to these tests, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the employee refused to take these tests.

Locker Search:

The City and the Association agree that the City shall have the right to search an employee's locker or other space provided to him/her by the City for storage. No search shall take place unless it is in the employee's presence or with his/her consent, or unless the employee has received notice that the search will be conducted and chooses not to be present.

5. 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.

6. 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.

7. 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 of the Police Department as enumerated as follows:

- o Police Sergeant
- o Police Officer 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.

8. TERM OF AGREEMENT

This agreement shall be effective as of January 1, 2007, and shall remain in full force and effect until December 31, 2011.

9. SALARY

Salaries shall be increased as follows:

January 1, 2007	4% COLA
July 1, 2007	4% Equity
January 1, 2008	4% COLA 2% Equity
July 1, 2008	4% Equity
January 1, 2009	4% COLA 2% Equity
January 1, 2010	4% COLA
January 1, 2011	4% COLA

10. EQUITY ADJUSTMENTS

After completion of third year, prior to July 1, 2010, a total compensation study using the same agencies and the same components of total compensation as surveyed in the 2002 will be conducted to determine the total compensation of the surveyed agencies effective July 1, 2010. The "window" for gathering compensation information will close at 5 p.m. on March 1, 2010. Equity adjustments upward, to a maximum of 7.5% per year for two years, will be awarded based on the survey results as needed to bring compensation to the median of total compensation by benchmarked classifications. Upward adjustments will be effective July 1, 2010 and July 1, 2011 if applicable.

Upon receipt of a request to do so, the City will meet with the Association to determine a mutually acceptable distribution of equity adjustments among those items included in total compensation. If The Association does not request to meet, the City will assign full amount of the equity adjustment to wages. It is recognized by the parties that, when applied to wages only, the increase to wages is likely to be a higher percentage than the percentage of total compensation.

11. LONGEVITY PAY

Members of this unit will be eligible for either a ten percent (10%) or a twenty percent (20%) bonus, based on the criteria listed below:

- Members with over ten (10) years of continuous employment with the City shall receive one longevity bonus per year of ten percent (10%) of one month's base monthly salary if the employee has not received any serious discipline during the twelve month period immediately preceding the anniversary date upon which payment of the benefit is based.
- 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 if the employee has not received any serious discipline during the twenty-four month period immediately preceding the anniversary date upon which payment of the benefit is based.

For the purposes of this Section, serious discipline is defined as discipline which actually has been imposed having the financial equivalent of an (10) hour suspension or more.

Eligibility for Longevity Benefit payments will be determined based upon the final outcome of any disciplinary appeal. If a disciplinary action is under appeal at the time a longevity payment is due, such payment will be withheld pending the outcome of the appeal. This bonus will be given on the employee's anniversary date of employment and paid on the pay period following the anniversary date. There shall be no pyramiding of longevity benefits.

12. MASTER OFFICER/SERGEANT

A member of this unit with 15 years of law enforcement experience (830.1 PC will be used as the criteria to define law enforcement experience) with at least 5 years of continuous service in Manteca, having served at least one (1) special assignment and not having received any serious discipline during the twelve month period immediately preceding the years of service requirement date upon which payment of the benefit is based will receive 2.5% of their monthly base rate of pay per month.

A member of this unit with 20 years of law enforcement experience (830.1 PC will be used as the criteria to define law enforcement experience) with at least 7 years of continuous service in Manteca, having served at least one (1) special assignment and not having received any serious discipline during the twelve month period immediately preceding the years of service requirement date upon which payment of the benefit is based will receive an additional 5% of their monthly base rate of pay per month.

For the purposes of this Section, serious discipline is defined as discipline which actually has been imposed having the financial equivalent of a (40) hour suspension or more. The employee will be eligible to receive this benefit twelve months after the disciplinary action has been completed and no additional serious discipline is pending.

13. 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)
- Admissions Day or Floating Holiday (see explanation below)
- Columbus Day (2nd Monday in October)
- Veterans' Day
- Thanksgiving Day (4th Thursday in November)
- Day after Thanksgiving Day (4th Friday in November)
- Christmas Day

Floating Holiday

Admissions Day will be replaced with a floating holiday for employees of the department working regular business hours (employees in positions that are currently required to take Admission's Day as a day off). The floating holiday is to be taken any time throughout the calendar year with the approval of the supervisor/Chief of Police. Employees will not be allowed to carryover the floating holiday. If the time has not been taken by December 31, the employee will lose the day off. The floating holiday is not added to the CTO bank, and cannot be cashed out in lieu of taking the day off.

14. HOLIDAY 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 in cash or compensatory time off at the rate of one and one-half (1.5) times the number of hours worked, at the option of the employee. 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 working hours of pay for those

holidays normally given, in cash or compensatory time off, at the option of the employee. Total payment triple time.

15. HEALTH BENEFITS

The City agrees to pay premiums for medical insurance as set forth below:

Single

2007 - \$430.00

2008 - \$480.00

2009 - \$530.00

2010 - \$580.00

2011 - \$630.00

Employee + 1

2007 - \$850.00

2008 - \$930.00

2009 - \$1010.00

2010 - \$1090.00

2011 - \$1170.00

Family

2007 - \$1000.00

2008 - \$1110.00

2009 - \$1220.00

2010 - \$1330.00

2011 - \$1440.00

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

If a member of this unit chooses to decline health insurance coverage, the City will issue a non-PERS stipend according to the following schedule:

Non-PERS Stipend

2007 - \$430.00

2008 - \$480.00

2009 - \$530.00

2010 - \$580.00

2011 - \$630.00

This stipend can be used toward deferred compensation or taken as a cash payment. The employee shall notify Finance if they want the stipend in lieu of deferred compensation by February of each year. Failure to notify Finance will result in continuation of the previous year's option.

If the employee currently contributes the maximum allowed amount to deferred compensation, that contribution must be reduced by the amount exceeding the maximum contribution to enable the City to make the in-lieu of contribution.

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 is met as defined by CalPERS.

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.

Vision Insurance

Vision insurance will be provided for all members of the unit. The premium cost for all members of this unit will be \$5 per month. The benefit has a \$25 co-payment, in-network coverage and dependant coverage.

16. PSYCHOLOGICAL COUNSELING PROGRAM

The City shall remit six dollars and forty six cents (\$6.46) per month to the Association for each eligible member of this bargaining unit who so request, as premium payment for a counseling program. It is understood this premium will purchase professional counseling services administered by Occupational Health Services, Inc., as offered by the Peace Officers Research Association of California (PORAC). It is further understood and agreed that the Association will provide a method of determining the rate of utilization and potential effectiveness of this plan at the conclusion of this agreement.

17. LONG TERM DISABILITY INSURANCE

The Association will obtain disability insurance from the California Law Enforcement Association. The City does not endorse nor does it administer the Association-provided LTD plan.

18. SICK LEAVE PAY OFF

Employees of this bargaining unit will receive cash payment of fifty percent (50%) for all unused sick leave if they do not use 100% towards sick leave credit in accordance with the PERS Sick Leave Conversation Upon Retirement section. For purposes of this section, cash payment shall be defined as:

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

Eligibility for such payment will occur only in the event of normal or early retirement (excluding deferred retirement) from City service.

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, father-in-law, mother, mother-in-law, spouse, child, step-child, brother and sister of the employee.

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

Exceeding Thirty Day Accumulation Limit/Vacation

In the event that an employee does not schedule a vacation during the vacation calendar period and then exceeds the thirty (30) day limit, he or she shall either be granted an extension, of a reasonable period of time in which to use all hours over the thirty (30) day limit, or payment will be made for all hours over the thirty (30) day limit during the payroll period ending December 31 of each year.

Vacation Accrual Rate

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

1 - 48 months of full & continuous service 6.667 hours per month

	(1 - 4 years)	(10 days per year)
49 - 96 months of full & continuous service		10.00 hours per month
	(5 - 8 years)	(15 days per year)
97 - 144 months of full & continuous service		12.666 hours per month
	(9 - 12 years)	(19 days per year)
145 + months of full & continuous service		15.333 hours per month
	(13 years and over)	(23 days per year)

Refer to the City's Personnel Rules and Regulations for additional information regarding vacation.

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)

A committee consisting of management and union representatives will meet after January 1, 2007 but no later than March 1, 2007 to address CTO. Until resolution is achieved at that meeting, the following CTO language will apply: Employees in this unit shall be allowed to accumulate compensatory time off (CTO) to a maximum of one hundred twenty (120) hours. When employees have reached the maximum of one hundred twenty (120) hours of compensatory time off (CTO), all hours in excess of one hundred twenty (120) will be paid in the pay period which they exceed this amount.

- A. Employees of this unit shall have the option (the option shall be made at time earned only) to take overtime in cash or CTO. No employee of the unit will be required to take all overtime compensation in CTO only.
- B. Employees shall have the right to request the CTO be taken at times meeting with their approval. Such requests for CTO in amounts of less than forty (40) hours or made less than thirty (30) days in advance shall be made to the employee's immediate supervisor who shall determine if adequate personnel are on hand, and if the time can be given without jeopardizing public safety or the efficient operation of the Department. Any requests for CTO in amounts of forty (40) hours or more, or made more than thirty (30) days in advance shall be made to the Division Commander who shall make the same determinations. If no such conflicts are found, the time off shall be granted.
- C. The City agrees that it shall not arbitrarily change any employee's work shift for the sole purpose of avoiding the payment of overtime to the employee.
- D. Cash payment for all accrued, but unused, CTO hours less than one hundred twenty (120) to only occur upon separation from City service.

23. OVERTIME

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

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 California Public Employees' Retirement System (CalPERS).

City Council Resolution No. R6257:

City Council Resolution No. R6257, City Ordinance No. 529, and any contract with CalPERS currently in effect, shall remain in effect as they may apply to the members of this unit. Furthermore, retirement benefits shall be consistent with to the laws of the State of California and the United States.

The City will provide 3% at 50 retirement formula with the Single Highest year through the Public Employees' Retirement System.

The amount equal to the employee's retirement contribution will be added to the base salary in accordance with the provisions of the Internal Revenue Code 414 (h)(2) - Employee Pick-Up.

26. PERS SICK LEAVE CONVERSION UPON RETIREMENT

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

27. UNIFORM ALLOWANCE

Employees of this unit shall receive an annual uniform allowance as follows:

Effective July 1, 2007 - \$900 per year

Effective July 1, 2008 - \$1000 per year

Effective July 1, 2009 - \$1000 per year

Effective July 1, 2010 - \$1000 per year

Effective July 1, 2011 - \$1000 per year

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 prior to receiving their last paychecks.

28. 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 a regular Intermediate POST Certificate by the Commission on Peace Officers Standards and Training (POST), or an AA degree in the area of Administration of Justice, Police Science, Business Administration, Public Administration or a field closely related to the individual's job assignment.

Each member of this bargaining unit shall receive an additional 2.5% of the monthly base rate of pay per month upon presentation of satisfactory proof that the employee has been awarded a regular Advance POST Certificate by the Commission of Peace Officer Standards and Training (POST), or a Bachelors degree in the area of Administration of Justice, Police Science, Business Administration, Public Administration or a field closely related to the individual's job assignment.

The maximum benefit shall not exceed 5%. 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.

29. BILINGUAL

Persons who speak Spanish, Portuguese, Tagalog, Vietnamese, Chinese, Thai, Loatian, Arabic, Punjabi, Farsi, or Cambodian are eligible to receive 5% of their monthly base rate of pay 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 City Manager.

30. SPECIALIZED ASSIGNMENTS

Traffic Unit Assignment

Police Officers assigned to a motorcycle shall receive 5% of their monthly base rate of pay per month in addition to their base rate of pay for all such periods of assignment.

K-9 Unit Assignment

Police Officers assigned to the Police Department's K-9 Unit shall receive 5% of their monthly base rate of pay per month in addition to their base rate of pay for all such periods of assignment.

In addition, the City will pay to board the dog for two weeks per year to coincide with annual vacation weeks.

Training Officer

Three (3) training officers will be assigned on a rotating basis as determined by the Chief of Police. These training officers will be responsible for training new Police Officers, as well as, being responsible for training current staff on a quarterly basis in specialized areas, and updating departmental training as required.

If more than three (3) new Police Officers are receiving their initial training period, upon recommendation of the Chief of Police and approval of the City Manager, additional Training Officers may be assigned on a temporary basis for the 8-12 week initial training period. No more than one Training Officer per new Police Officer will be assigned.

Compensation for Training Officers will be 5% of their monthly base rate of pay per month in addition to their base rate of pay for all such periods of assignment.

SWAT Assignment

Those employees assigned to work on the Specialize Weapons and Tactics team (SWAT) shall receive 5% of their monthly base rate of pay per month in addition to their base rate of pay for all such periods of assignment.

Narcotics

Those persons assigned to Narcotics by the Chief of Police, for a period he/she determines, shall receive 5% of their monthly base rate of pay per month in addition to their base rate of pay for all such periods of assignment.

Detectives

Sworn personnel assigned to Detectives by the Chief of Police, for a period he/she determines, shall receive 5% of their monthly base rate of pay per month in addition to their base rate of pay for all such periods of assignment.

DUI Officers

Those persons assigned to DUI by the Chief of Police, for a period he/she determines, shall receive 5% of their monthly base rate of pay per month in addition to their base rate of pay for all such periods of assignment.

E.O.D.

Those persons assigned to E.O.D. by the Chief of Police, for a period he/she determines, shall receive 5% of their monthly base rate of pay per month in addition to their base rate of pay for all such periods of assignment.

Cumulative Benefits

The maximum cumulative Special Assignment Pay shall be a maximum of 7.5% of the monthly base rate of pay effective January 1, 2007.

31. STAND BY PAY

Represented employees who are assigned to investigative duties may be placed on standby by the Chief of Police subject to the following:

- Standby assignments normally shall be for one (1) week beginning and ending at 0730 hours on a Tuesday.
- Officers assigned to standby duties may not consume alcoholic beverages and must otherwise maintain their fitness for duty at all times so assigned.
- Officers assigned to standby duties must carry a pager and shall normally respond to pages, telephone calls, voicemail messages, etc., within ten (10) minutes.

- Officers assigned to standby duties must remain within such proximity to the City of Manteca so as to be able to arrive on the scene of a call-out within one hour of notification.
- Officers assigned to standby duties may drive a city vehicle home while so assigned subject to the provisions of the department's take-home vehicle policy. The mileage restriction for the assignment of take home vehicles does not apply to officers on standby.
- Officers assigned to standby shall be compensated with ten (10) hours of overtime pay for each full week of standby. Standby pay may be taken as pay or compensatory time off at the employee's option, subject to the compensatory time off accrual limitations contained elsewhere in this Agreement.
- Take Home Vehicles:
 - The radius for take home vehicles shall be increased from the current limit to a maximum of 30 miles.

32. 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 schedule 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 are defined as the pre-scheduled shift assignment.

Shift Separation:

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.

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 all such hours 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.

33. 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 the Financial Center Credit Union. There will be no charge to the employees for the deductions.

34. 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.

35. 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 the classification seniority list in accordance with the date they were first placed on the payroll of the Police Department as full-time sworn officers. 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 for employees hired after January 1, 2007.

Seniority List Placement for Police Sergeants:

Shall be the date of rank.

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.

36. TRAINING

The City agrees that well trained officers 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 City Personnel Officer, officers will be sent to schools of their choice which will enhance their training and benefit the City.

In Service Training:

Each sworn officer in this bargaining unit shall receive POST approved formal training at least once a year and shall receive POST approved Advanced Officer's Training at least once every two years.

All sworn personnel shall receive a minimum of one hundred (100) rounds of target ammunition per month for use to improve shooting proficiency as directed and supervised by the Chief of Police. The issued ammunition will be used for training at the police range. Casings shall be turned in to the Police Department before receiving additional ammunition. The number of casings returned will be the equivalent of those issued.

37. SICK LEAVE/VACATION/CTO BANK

The employees in this unit may donate sick leave, vacation, and/or CTO to another employee for that employee's use 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 the Administrative Services department. Each pay period the Administrative Services 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.

38. 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 Administrative Services Department to transfer his/her CTO to this account.

39. 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.

40. 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.

41. NO SMOKING PROVISION

A Police Officer employed after June 1, 1984, as a condition of employment shall refrain from smoking tobacco or any substance. Police Officers employed after June 1, 1984, will be required to sign a "No Smoking Agreement".

42. DRUG AND ALCOHOL TESTING POLICY

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

43. SEPARABILITY

Every clause of this agreement shall be deemed separable from every other clause of this agreement and in the event that any clause or clauses shall be finally determined to be in violation of any law by judgement or decree of any court of competent jurisdiction, then any such clause or clauses, only to the extent that they

may be in violation, shall be deemed unenforceable without impairing the validity and enforceability of the remainder of this agreement.

44. SPECIAL ON-DUTY DEATH BENEFIT

In the unfortunate event that an officer dies while on duty, the City will provide a \$25,000 death benefit paid immediately to the officer's beneficiary.

45. EMPLOYMENT OF RELATIVES

For purposes of clarification and interpreting the City's Employment of Relatives rule, police officers 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.

46. SIGNATURES

Executed this ____ day of _____, _____.

MANTECA POLICE OFFICERS'
ASSOCIATION

CITY OF MANTECA

CLEI DeFREITAS

ROBERT F. D. ADAMS
City Manager

NICK OBLIGACION

JOE KRISKOVICH
Administrative Services Director
