

**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**

**July 1, 2015 – June 30, 2019**

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

## **1. TERM OF AGREEMENT**

This agreement shall be effective as of July 1, 2015, and shall remain in full force and effect until June 30, 2019. During the final year of this MOU, and prior to April 1, the MPOA shall submit a written request to begin negotiations for a successor MOU to the City. Failure to provide notice shall result in the extension of this MOU for one (1) additional year on the same terms and conditions as contained therein.

## **2. INTENT AND PURPOSES**

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

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

### Recognition

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

- Police Sergeant
- Police Officer I/II

All job duties and assignments currently held by the above classifications shall be performed exclusively by full-time members.

### Non-Discrimination

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

## **4. MANAGEMENT RIGHTS**

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.

## **5. ASSOCIATION RIGHTS**

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

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

## **6. ASSOCIATION AFFILIATION**

Agency Shop - The City and the Association acknowledge that the Manteca Police Officer's Bargaining Unit has been declared an agency shop in accordance with Government Code Section 3502.5 (a). Designation of an agency shop requires all employees in the bargaining unit to join the recognized association, pay a service fee as determined by the association, or meet the religious objection requirement per Government Code Section 3205.5(c).

## **7. DUES AND DEDUCTIONS**

### Authorization:

Upon hire into the bargaining unit all employees shall sign a dues deduction card allowing the City to withdraw dues from the employee's regular paycheck as determined by the Secretary of the Association. 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.

### Liability:

If, during the term of this Agreement, the City makes an error in favor of the Association, the Association agrees to refund to the City any amounts paid to it in error upon presentation of supporting evidence.

## **8. SALARY**

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

### General Salary Increases

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

Should, by January 2016, another bargaining unit agree to a higher salary increase than the percentages specifically listed above, members of this association shall receive a commensurate wage increase at the same time as agreed to by the other bargaining unit.

## **9. OVERTIME**

Overtime shall be calculated at one and a half times the employee's regular rate of pay for all hours worked in excess of their normal work shift and in excess of 40 hours per week. All paid time shall count as time worked for the purpose of calculating overtime. Expressly excluded from "time worked" for purposes of earning overtime is time spent by an employee while participating in their own grievance under the grievance



procedures in Section 12 of the City's Rules and Regulations; however, if the city orders an officer/grievant to attend or testify at a hearing or they are subpoenaed by the city, and only the city, for a disciplinary hearing, the employee will be in a paid status; if a grievant is requested to participate on behalf of their attorney, no additional compensation will be granted. Witness officers called by the grievant's representative shall be in paid status, however, the grievant's representative and the City's representative shall communicate their witness schedule for efficiency purposes and in an effort to minimize the City's financial liability. The Department shall not deny an officer's request for reasonable time off to attend their own grievance and/or discipline hearing(s).

The department shall not change an officer's work schedule in the same pay period to avoid the payment of overtime. With the exception of School Resource Officers (SRO), changes to an officer's work schedule shall be done by mutual agreement only. The department may alter SRO schedules as needed during times when school is not in session for two or more consecutive days. The department may flex an officer's days off once per calendar year for a POST training course.

#### Assignment of Last Minute Overtime In Patrol

Last minute overtime is overtime caused by a vacancy created with less than twenty-four (24) hours' notice to the employer.

By seniority, on-duty personnel may volunteer for any overtime created by a last minute vacancy.

If there are no volunteers, management should hold over the on-duty employee who has the least amount of seniority. Supervisors deviating from this policy must submit a memo to the Chief of Police with an explanation.

Employees who are currently in field training are exempt from Section 9.

## **10. COMPENSATORY TIME OFF (CTO)**

CTO time currently on the books may be used or cashed out at the employee's discretion.

## **11. UNIFORM ALLOWANCE**

Employees shall receive an annual uniform allowance as follows:

Each July 1 - \$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.

## **12. 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,

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 Bachelor's degree.

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.

## **13. BILINGUAL**

Persons who speak Spanish, Portuguese, Tagalog, Vietnamese, Chinese, Thai, Laotian, Arabic, Assyrian, Punjabi, Farsi, Cambodian, or American Sign Language (ASL) 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 a proficiency examination as determined by the City

#### **14. LONGEVITY PAY**

All employees are eligible for longevity pay under this Section based on the following:

- Employees with ten years (10) of continuous employment shall receive an additional one percent (1%) of base pay.
- Employees with fifteen years (15) of continuous employment shall receive an additional three percent (3%) of base pay.
- Employees with twenty years (20) of continuous employment shall receive an additional five percent (5%) of base pay.

All employees hired prior to December 31, 2011, for purposes of this section, the effective date of their longevity shall be the contract hire date or previously hired city appointment date. All employees hired after December 31, 2011 it shall be the City appointment date. Breaks in service of less than a year shall not constitute an interruption of continuous service for this section.

The maximum benefit under this section shall be 9%.

#### **15. HOLIDAY IN LIEU BENEFITS**

In lieu of Holiday Pay all pay scales were increased by 6.5% July 1, 2011.

#### **16. 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; and each officer will receive an additional five and one half (5.5) hours of pay per month for feeding, exercising, and cleanup of the dogs.

### **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.

### **C.R.T (Hostage Negotiations Team)**

Bargaining unit members who are currently assigned to C.R.T. and receive stipend pay of \$125/monthly for the assignment will continue to receive stipend pay until the end of their present assignment, as defined as either: 1) the initial four (4) year term; or 2) the employee's most recent two (2) year extension. Current C.R.T members who are approved for an assignment extension will no longer be eligible for the C.R.T. stipend. New members of the C.R.T. shall not receive any stipend pay during their C.R.T. assignment. The City shall reimburse C.R.T members up to \$40.00 annually for membership dues in CAHN.

### **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.

## **17. 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).

## **18. 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.

## **19. 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.

## **20. VACATION**

### Annual Vacation

Annual Vacation picks shall be based on classification seniority and shall occur once a year in February and be completed prior to the last day of the month. Employees may elect to take two blocks of forty (40) hours or greater of continuous time off. The Chief of Police or designee shall approve the request for Annual Vacation as long as minimum staffing is reached and regardless of maximum enforcement days. Notice shall be provided to the requesting employee within thirty (30) days of submittal.

### Requests for Additional Vacation Time

Requests for additional vacation time off shall be done in the following manner:

- Employees may request time-off up to ninety (90) days in advance of the date(s) being requested off. The Department shall respond to requests for time off within thirty (30) days of the requested day off. The Department shall not unreasonably deny requests for time off.
- Requests for time off, as described here, are approved in the order they are received.

Vacation Accumulation

Earned vacation time may be accumulated, but the employee shall not be allowed to bank more than 2.5 times the annual accrual at any time without prior approval of the Police Chief, Administrative Services and the City Manager. When an employee reaches the maximum allowable vacation credit, no additional vacation credit will be accrued until the vacation balance is below the maximum. Vacation shall be cashed out at the employee’s current rate of pay upon separation of employment.

Employees who are within forty (40) hours of reaching their maximum accrual limit may appeal in writing to the City Manager or designee for a one-time increase (not to exceed a maximum of one year’s accrual) to their accrual cap based on the circumstances involved. Decisions made by the City Manager or designee under this section are not grievable by the Association or employee.

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
49 - 96 months of full & continuous service	10.00 hours per month
97 - 144 months of full & continuous service	12.666 hours per month
145 + months of full & continuous service	15.333 hours per month

**21. WELLNESS DAYS**

Each employee shall receive forty (40) hours of leave annually on July 1. This leave shall be used prior to July 1 of the following year or forfeited. Employees hired after July 1 shall receive a prorated amount of Wellness Leave commensurate with their date of hire. Wellness leave has no cash value and shall be forfeited upon separation of employment.

**22. 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.

### **23. 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.

### **24. 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, foster or step father, father-in-law, mother, foster or step mother, mother-in-law, spouse, child, step-child, domestic partner, child of domestic partner, brother and sister, and grandparents 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.

## **25. HEALTH BENEFITS**

### **Active Employees**

A health care plan will be provided for all employees. The city will make the Minimum Employer Contribution (MEC) each month to CalPERS on behalf of each employee opting into the health care program. The city will also pay an additional stipend for those opting into the CalPERS health program to apply to their medical premiums. Regardless of the amount of the MEC, the maximum benefit paid by the city will be as follows:

Single	\$630.00
Employee +1	\$1170.00
Family	\$1440.00

If the City paid total contribution exceeds the cost of the health care coverage, no cash payment shall be made to the employee regardless of the level of coverage they choose (including no coverage). If the cost of coverage exceeds the City's contribution, the remaining amount will be deducted from the employee's pay. The employee can elect to have this deduction made on a nontaxable basis.

Under the plan employees elect coverage on an annual basis and can only change their coverage during the year if there is a change in status such as marriage, birth of a child, etc. In the event of termination of employment the plan provides the option of COBRA coverage.

If an employee chooses to decline health insurance coverage, the City will issue a non-PERS stipend of \$630.00 in lieu of medical coverage, provided proof of coverage is obtained.

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 are met as defined by CalPERS. 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.

### **Retirees**

Employees and Retirees who were "full-time: employees prior to December 31, 2011:

These employees shall be entitled to the Minimum Employer Contribution (MEC) as established annually by CalPERS. In addition, the City shall provide the following monthly contribution to each employee:

Effective Jan 1, 2015	\$425.00 or MEC whichever is greater
Effective September 1, 2015	\$675.00 or MEC whichever is greater

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

Employees and Retirees Hired After December 31, 2011

These employees shall be entitled to the Minimum Employer Contribution (MEC) as established annually 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 dependent coverage.

Life Insurance

Employees shall receive \$8,500 of group life insurance coverage upon being employed one full calendar month. The City shall continue to pay all premium costs for life insurance coverage.

## **26. PSYCHOLOGICAL COUNSELING PROGRAM**

The City shall provide bargaining unit members access to the City's Employee Assistance Program, including psychological counseling services, at the City's expense. If, during the term of this contract, law enforcement specific psychological counseling services become available and are offered at a similar cost, the parties shall meet and discuss the City switching to the newly identified services.

## **27. 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. All employee contributions to the below retirement plans shall be paid on a pre-tax basis in accordance with the provisions of the Internal Revenue Code 414 (h) (2) – Employee Pick-Up. Retirement benefits shall be consistent with to the laws of the State of California and the United States.

### Definitions:

#### Retired Employee is defined as follows:

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

#### New Member is defined as follows:

1. A unit member who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was not a member of any other public retirement system prior to that date;
2. A unit member who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under Gov. Code §7522.02(c) and related CalPERS reciprocity requirements; or

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

Classic Member is defined as follows:

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

Status as either a New Member Classic Member shall be determined by CalPERS.

**Retirement Benefits:**

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

Employees hired on or before December 31, 2011 shall receive the 3% at 50 retirement formula. For purposes of determining a retirement benefit, final compensation for these employees shall mean the single highest year of pensionable compensation.

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

Additionally, these employees shall pay through payroll deduction an additional nine percent (9%) toward the cost of pension benefits, for a total of eighteen percent (18%), as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits. Notwithstanding the above, effective immediately upon execution of this MOU, the above referenced nine percent (9%) cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section

20516(f). The Association and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section.

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

Employees hired after June 1, 2012 but before January 1, 2013 shall receive the 3% at 55 retirement formula. For purposes of determining a retirement benefit, final compensation for these employees shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

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

Additionally, these employees shall pay through payroll deduction an additional nine percent (9%) toward the cost of pension benefits, for a total of eighteen percent (18%), as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits. Notwithstanding the above, effective immediately upon execution of this MOU, the above referenced nine percent (9%) cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). The Association and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section.

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

Employees hired on or after January 1, 2013 who are new members, as defined by CalPERS, shall receive the 2.7% at 57 retirement benefit. For purposes of determining

a retirement benefit, final compensation for these employees shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

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

Additionally, for Fiscal Year 2015-2016, these employees shall pay through payroll deduction an additional contribution of up to a maximum total of eighteen percent (18%) to include the 'half the normal cost' contribution above.

For Fiscal Year 2016-2017, these employees shall pay, through payroll deduction, an additional contribution of up to a maximum total of seventeen percent (17%) to include the 'half the normal cost' contribution above.

For Fiscal Year 2017-2018, these employees shall pay, through payroll deduction, an additional contribution of up to a maximum total of sixteen percent (16%) to include the 'half the normal cost' contribution above.

For Fiscal Year 2018-2019, these employees shall cease additional contributions and shall only pay half the normal cost as determined annually by CalPERS.

Under no circumstances shall these employees pay less than half the normal cost as determined annually by CalPERS.

## **28. 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.



## **29. 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.

## **30. 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 target ammunition at open range and quarterly range training.

## **31. 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. 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.

**32. ASSOCIATION TIME BANK**

An Association Time Bank (ATB) has been established for the purpose of allowing MPOA members to request paid time off for Association business, including participation in Association sponsored training, conferences and workshops. Any request of ATB time shall require the approval of the President prior to submission.

ATB requests shall follow the same policy for approval as vacation time. ATB time requests shall be approved unless staffing is required on an overtime basis in order for the request to be approved. The Chief reserves the right to approve ATB requests which incur overtime costs. ATB time shall not supersede previously approved vacation requests of other Chief's personnel.

Upon ratification each employee covered by this bargaining unit shall contribute two and a half (2.5) hours of vacation leave to the ATB. During the first full pay period that

begins January of each year, each employee covered by this MOU shall contribute two and a half (2.5) hours of vacation leave to the ATB. This time, if not utilized by the Association within the year it is contributed, shall not be returned to the contributing members, nor shall this time be subject to cash out, but rolled over to the next year's ATB. This time shall become property of the MPOA and shall be banked. Contributions to the ATB shall be done on an hour for hour basis.

### **33. EMPLOYEE RIGHTS**

#### Right of Access:

Any employee in this bargaining unit may examine the entire contents of their 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 Human Resources Office 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 Human Resources 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 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, 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 will be told of what the disposition of the case is, in writing, by the Chief of Police or designee. 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 their 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 them by the City for storage. No search shall take place unless it is in the employee's presence or with their consent, or unless

the employee has received notice that the search will be conducted and chooses not to be present.

### **34. GRIEVANCE PROCEDURE**

#### Definition of a Grievance

The term “Grievance” shall mean any dispute between the City and an employee or employees, or between the City and the Association concerning the interpretation, application, breach, or violation of any provisions of the Memoranda of Understanding, Personnel Rules, Council Policy, or other City Policy and Procedures, City Ordinances, resolution of the Council, or Administrative Procedures dealing with personnel matters which have been adopted. Exceptions that have been specifically prescribed in this MOU or in the City’s Rules and Regulations are not subject to the grievance procedure. Suspension, dismissal, demotion, or reduction in step within a range are not subject to the grievance procedure.

The grievance procedure is not to be used to request changes in wages, hours, or working conditions; to challenge the content of employee evaluation or performance reviews; to challenge a reclassification, layoff, transfer, or denial of reinstatement, and any disciplinary action.

The employee retains all rights conferred by Sections 3500 et. seq., of the Government Code or Rules and Regulations of the City unless waived by such employee.

#### Other Definitions

As used in this procedure, the term “party” means an employee, the Association, the City, or their authorized representatives.

As used in this procedure, the term “supervisor” means the individual who assigns, reviews, and directs the work of an employee.

#### Reporting Time Limitation

An employee who wishes to initiate the grievance process must bring the grievance to the attention of his/her supervisor within fifteen (15) calendar 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.

If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

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

Any step of this grievance procedure may be skipped upon the mutual written consent of the parties.

#### 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. It shall also provide an acceptable remedy to resolve the grievance.

#### Employee Representation

At any step in the grievance procedure, the employee concerned may choose to represent himself/herself; or by that certified employee organization 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 shall be personally present at all stages of unless that employee specifically waives the right in writing. Grievances filed by the Association on behalf of the entire membership are exempt from this requirement.

#### Copy of Decision

At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.

### 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 timeframe provided above. Within fifteen (15) calendar days after the receipt of the grievance, the supervisor and the employee shall discuss the grievance collaboratively and attempt to mutually identify a resolution of the problem. Within fifteen (15) calendar days after the meeting, the supervisor shall provide the grievant with a written memorandum of the meeting, stating the resolution identified, if any. Employees 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 Chief of Police or designee. The Step Two grievance shall be initiated within fifteen (15) calendar 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. It shall include an acceptable remedy to resolve the grievance. The formal grievance shall be filed with the Chief of Police or designee. Within fifteen (15) calendar days after the filing of the formal grievance, the Chief of Police or designee shall give his or 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 Chief of Police or designee, the grievant may appeal the decision in writing within fifteen (15) calendar days to the City Manager or 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. It shall also include an acceptable remedy to resolve the grievance. If no appeal has been submitted within fifteen (15) calendar days from the date of receiving the formal decision, the Chief of Police or designee's formal decision shall be considered as final.



### City Manager Decision

Upon receipt of an appeal of a formal grievance, the City Manager or designee shall discuss the grievance with the grieving party; the supervisor, Chief of Police or designee; and any other involved parties, if any. The City Manager or designee shall render a formal decision in writing to the employee within fifteen (15) calendar days after receipt of the appeal. The decision of the City Manager is final.

## **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.
5. Selection of patrol beat and vehicle assignment on a per-shift basis.

With regard to 2, 3, 4, and 5 above, seniority shall prevail unless the needs of the department, as determined by a lieutenant or above, reasonably require otherwise.

### **36. CREDIT UNION**

Employees may have their pay checks deposited directly into their bank or credit union accounts or may choose to receive a paper check so long as the City's payroll system supports the issuance of paper payroll checks.

### **37. 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.

### **38. 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.

### **39. 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".

#### **40. 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.

#### **41. 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.

#### **42. REOPENER**

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

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

The increase will be applied as determined by incremental increases to the Combined Total in excess of 1%. Example, if the increase in Combined Total is 1.5%, the unit will receive an increase of .75% of base pay applied to the non-PERSable benefit(s) described above. Any increase provided in Fiscal Years 2017 and 2018 will not be rolled back without agreement of the parties.

### **43. 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.

**44. 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 judgment 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..

**45. SIGNATURES**

Executed this \_\_\_\_ day of \_\_\_\_\_, 2015

MANTECA POLICE OFFICERS ASSOCIATION

CITY OF MANTECA

\_\_\_\_\_  
Stephen Schluer  
President

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

\_\_\_\_\_  
Bryan Holland  
Vice President

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

\_\_\_\_\_  
Michael Keener  
Treasurer

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Bill Walmer  
Secretary

---

Ian Osborn  
Director

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Aaron Donato  
Labor Consultant