

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TRACY

AND

**TRACY POLICE OFFICERS ASSOCIATION
(TPOA)**

July 1, 2018 through June 30, 2021



Think Inside the Triangle®

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TRACY POLICE OFFICERS' ASSOCIATION (TPOA)
July 1, 2018 through June 30, 2021

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CITY OF TRACY
TRACY POLICE OFFICERS ASSOCIATION (TPOA)
MEMORANDUM OF UNDERSTANDING
July 1, 2018 – June 30, 2021

Tracy Police Officers and representatives of the City of Tracy have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Police Officers Association, have freely exchanged information, opinions and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding, hereinafter referred to as "The Agreement," is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

This Agreement shall be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2018 and ending June 30, 21.

Section 1. Recognition

1.1 Association Recognition

Tracy Police Officers Association, hereinafter referred to as the "Association," is recognized as the exclusive representative as provided in the City's Employer-Employee Relations resolution for all employees assigned to the classifications set forth below:

Police Corporal
Police Officer
Police Sergeant
Police Officer Trainee

1.2 City Recognition

The City Manager or, where the authority has been delegated by the City Manager, the City Manager's representative is the representative of the City of Tracy, hereinafter referred to as the "City".

Section 2. No Discrimination

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

Section 3. Association Security

3.1 Association Dues

The Association shall be entitled to have the regular dues of its members deducted from their paychecks in accordance with the procedures set forth herein.

Employees shall be entitled to have dues deducted by filling out, signing and filing with the City an authorization form provided by the City.

The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check-off authorized. When an employee, in good standing in the Association, is in a non-pay status, for the full pay period when his/her dues would normally be withheld, no dues deduction will be made to cover that withholding from the current or future earnings; nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Dues withheld by the City shall be transmitted monthly to the party designated in writing by the employee organization as the party authorized to receive the funds, at the address specified.

Association shall indemnify, defend, and hold the City harmless against the claims made and any suit instituted against the City on account of check-off of employee organization dues. Any amounts paid in error shall be adjusted in subsequent payment.

3.2 Use of City Facilities and Bulletin Boards

The Association may, with the prior approval of the City Manager, or his/her designee, use the City facilities during non-work hours for meetings of City employees, provided space is available.

The use of City equipment, normally used in the conduct of business meetings, such as desks, chairs, and blackboards, will be made available to the Association.

The Association may use portions of City bulletin boards under the following conditions:

Copies of materials must be sent to the department or division head in charge of the department bulletin board.

All materials must be dated and must identify the organization that published them.

The City reserves the right to determine where bulletin boards shall be placed.

3.3 Meetings

Elected officers may use the time bank defined in Section 4.3, or their own accrued vacation or compensatory time, to attend meetings for the benefit of the Association, with forty-eight (48) hour notice to the Department, providing such absence does not create additional overtime.

Section 4. Association Representatives

4.1 Attendance at Meetings by Employees

Any employee who is directed to attend a meeting, at which one of the issues is the proposed discipline of said employee, shall be entitled to a representative at such meeting; provided, however, such representation shall include no more than one City employee in addition to the employee being disciplined. The City agrees to provide the Association's representative reasonable release time to prepare for grievance or discipline meetings with the City. The limitation of this Section shall apply to employees on paid release time and not to Association staff or witnesses who may be necessary to the meeting.

4.2 Access to Work Locations

Reasonable access to employee work locations shall be granted Association officers and their officially designated representatives, for the purpose of contacting employees concerning business within the scope of representation. Such employees or representative shall not enter any work location without the consent of the Police Chief. Access shall be restricted so as not to interfere with the normal operations of the department or with established security requirements.

Solicitation of membership and activities concerned with the internal management of the Association such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall not be conducted during on-duty hours.

The Association shall designate, in writing to the Personnel Officer, the names of the representatives listed above.

4.3 Donate Compensatory Time

TPOA members may contribute compensatory time to a special account for the use of Association officers or their designee(s). Contributions or use shall be by written authorization of the Association President. Individual officers may use up to, but no more than, thirty-two (32) hours per fiscal year from the special account for attendance at meetings, seminars, etc. on the behalf of the Association. The special account shall accumulate no more than sixty-four (64) hours of compensatory time at any time.

4.4 List of Employees

In compliance with Government Code Sections 3555-3559 (Assembly Bill 119), the City shall provide the exclusive representative for the TPOA with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City of Tracy for all employees within the TPOA once every 120 days. In addition, a report of all TPOA hires will

be provided to the exclusive representative within 30 days of the hire date. Finally, in January of each year, the City will also provide a list of all employee orientation dates for the calendar year.

4.5 Advance Notice

Except in emergency cases, the City will give the Association reasonable advance written notice of any proposed ordinance, resolution, rule or regulation directly relating to matters within the scope of representation. The Association shall be given the opportunity to meet with management representatives prior to adoption.

4.6 Release Time for Representation

Up to four (4) Association representatives shall be released from duty, without loss of compensation or benefits, to participate in meet and confer sessions with the City.

4.7 Investigation of Employee

The City agrees that, except in cases of alleged criminal misconduct, an employee shall be notified, either orally or in writing, within a reasonable time frame, of the initiation, by the City or Department, of any investigation involving the employee and the nature of the complaint and/or conduct under investigation.

4.8 Peace Officers Bill of Rights

The City agrees to adhere to the provisions of the Peace Officers Bill of Rights (POBR) as contained in California Government Code Sections 3300-3311, in all matters in which the provisions of the POBR apply.

Section 5. Salary

5.1 Salary Plan

The semi-monthly salary range for each classification is shown in Exhibit A Salary Schedule.

The rates of pay set forth in this Section represent the standard rate of pay for each classification.

Employees occupying a position in a classification covered by this Agreement shall be paid at a base salary within the range established for that position's classification.

Effective the first full pay period after Council approves a successor MOU in open session in 2018, salary ranges for classifications in this unit shall be increased by four (4%).

Effective the first full pay period in July 1, 2019, salary ranges for classifications in this unit shall be increased by four (4%).

Effective the first full pay period in July 1, 2020, salary ranges for classifications in this unit shall be increased by four (4%).

5.1.1 Deferred Compensation

Effective the first full pay period after Council approves a successor MOU in open session in 2018, the City shall contribute 1.25% of an employees' base salary into their deferred compensation plan.

Effective the first full pay period in July 2019, City shall contribute 1.25% of an employees' base salary into their deferred compensation plan.

5.2 Pay Days

Employees shall be paid twice monthly. Routine paychecks shall be for the purpose of compensating for regular and overtime hours. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

All exceptions to pay, such as work in a higher classification, overtime, vacation, and sick leave usage shall be processed and paid or reported on the subsequent paycheck.

5.3 Entry Salary

Each new employee shall be paid at the first step at the range for the classification in which he/she is hired which is in effect at the time of hire. If the employee possesses exceptional training or experience, that employee may start at a step above the first step with the approval of the Police Chief or the City Manager in accordance with the City's Personnel Rules and Regulation.

5.4 Salary Range

Each classification shall have a salary range with pre-established advancement steps within the range.

Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in the classification.

Whenever the schedule of compensation for a classification is revised, the employee shall be paid at the same step in the revised range as the step at which the employee was paid in the previous range

5.5 Salary Upon Promotion

When an employee is promoted, he/she shall normally receive the first step in the salary range for his/her new position. However, if such step results in a salary increase of less than five percent (5%), he/she shall receive a minimum of five percent (5%) increase, provided that in no event will the new salary be above Step E of the promoted salary range.

5.6 Salary Upon Demotion

When an employee is demoted, that employee's compensation shall be adjusted to the salary, which most closely approximates the employee's salary in the higher classification; in no event shall that new salary be above Step E of the lower classification. If a vacancy exists in a position in a lower

classification, an employee who has previously held that vacant position may voluntarily choose to demote to fill the vacancy.

5.7 Work in a Higher Classification

An employee who is assigned to perform the duties of a position in a higher classification shall receive the pay for that higher classification (out of class pay) for all hours worked when the employee has worked in that classification for the period of four (4) consecutive assigned shifts or longer. After making such assignments, the City shall not reassign for the sole purpose of avoiding payments for such higher amounts. Employees will not be allowed to remain in such assignments beyond the limits set forth by Cal-PERS.

Employees temporarily assigned to a higher classification shall be covered by this Agreement and shall receive the benefits afforded by it except when temporarily assigned to a position that is FLSA exempt, the employee so assigned shall not be entitled to the overtime benefits contained in this agreement. Employees who are appointed to a higher classification, in an acting capacity, will receive a minimum five percent (5%) increase but no less than Step A and no more than Step E of the higher classification. If the five percent (5%) increase causes the salary to fall between two steps, the appointment will be made at the higher step. Details regarding the processing of Personnel Action Forms and effective dates for Out of Class Pay are contained in the Administrative Procedure on Out of Class pay, effective March 1994.

Sergeants: When Sergeants are appointed to fill the duties of a higher classification, compensation will be paid at Step A of the higher classification or at five percent (5%) over the member's current class, whichever is greater, after four (4) consecutive work days of working in the higher classification, retroactive to the first day.

5.8 Retirement Benefits

Employees hired by the City of Tracy on or before July, 1, 2010 and covered by this agreement shall receive CalPERS three percent at age 50 (3% at 50) and "single highest year" formula. Employees hired by the City of Tracy on or after July 2, 2010 through December 31, 2012 and covered by this agreement shall receive CalPERS three percent at age 55 (3% at 55) and "single highest year" formula.

Employees hired by the City of Tracy on or after January 1, 2013 meeting the definition of "new member" under the Public Employees' Pension Reform Act (PEPRA) shall be subject to all the provisions of the law, including, but not limited to the two point seven percent at age 57 (2.7% @ 57) retirement formula with a "three year" compensation period.

Employees who receive the CalPERS retirement formula of 3% @ 50, or 3% @ 55 shall pay the 9% of salary of employee contribution towards employee statutory share of CalPERS retirement. Employees who receive the CalPERS retirement formula of 2.7% @ 57 shall pay the employee contribution required by PEPRA, currently calculated at fifty percent (50%) of normal cost.

Employee payments of the employee share of the CalPERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

In accordance with CalPERS Section 20516 contract amendment process requirements, each employee in this unit shall pay 3% towards the employer's share of CalPERS pension regardless of what CalPERS pension formula is applicable to the employee.

Retirement Payment

Upon completion of thirteen (13) years of continuous employment with the Tracy Police Department, Police Officers, Corporals, and Sergeants shall be eligible for one (1) month of pay to be paid at the time of retirement from the City of Tracy or upon promotion to a position elsewhere in the City. Employees who terminate employment for other reasons shall not be entitled to the retirement payment.

5.9 Advancement (Step Increases)

At the completion (see Section 17.2 – entry level officers start at step A and received a step increase after 12 months although their probation does not end until completion of 18 months) of the applicable probationary period of employment, employees appointed to Step A are eligible for a step increase. Additional step increases will be on an annual basis thereafter until the attainment of Step E. All step increases shall be based upon satisfactory performance, as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based on documented performance evaluations. Increases of more than one step for superior performance may be provided. Recommendation by the Police Chief and approval of the City Manager will be required.

Section 6. Hours of Work

6.1 Workweek & FLSA Work Period

Unless otherwise designated by the Police Chief, or for employees assigned to a 4-11 schedule as detailed below, the workweek for all Police Unit employees shall be from Sunday 12:00 am through the following Saturday 11:59 pm if on a 4-10 workweek. If on a 9/80, the workweek will be 12:00 pm on Friday through 11:59 am the following Friday. The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

4-11 Alternative Work Schedule

1. Description:

For employees working the 4-11 schedule shall be subject to the 7K exemption of the Fair Labor Standards Act (Exemption – 40 hour per week employees). The employees will be entitled to overtime when they work 171 hours in a 28-day period. The designated work schedule shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently as economically as possible. The 4-11 work schedule is a 4-day workweek with 11-hour shifts, applied to the Patrol Unit within the Field Operations Division. Personnel are assigned to one of two teams; "A-Team" or "B-Team" and will remain with the same team the entire year. Each team will have three squads: days, swings, and graves. The start and end times for each of these squads shall be determined based upon the needs of the Department, as determined by the Chief of Police. Days off are rotating.

Employees assigned to the 4-11 work schedules shall have a regular work schedule not to exceed 171 hours within a 28-day work period. The work schedule rotation is based on an 8-day cycle with each employee working 4 consecutive days of 11-hour work shifts followed by 4 consecutive days off. The 8-day cycle will advance the employee's workday and days off one day for every cycle. The cycle will repeat every 8 weeks. There are 13, 28-day FLSA work periods (one year).

One team will work 183 11-hour regular patrol shifts totaling 2013 hours during the year. Employees shall work an additional 67 hours during the 13, 28-day FLSA work periods for a total work year of 2080 hours. The 67 hours will be scheduled as 6, 10-hour training days and the remaining 7 hours as special event sign up, further detailed under "Make-up Work Hours".

The other team will work 182 11-hour regular patrol shifts totaling 2002 hours. Employees shall work an additional 78 hours during the 13 28-day FLSA work periods for a total work year of 2080 hours. The 78 hours will be scheduled as 6, 10-hour training days and 7 hours as special event sign up, further detailed under "Make-up Work Hours". The remaining 11 hours will be added to their payback hours. Employees will be able to pay back these hours by working an extra 11-hour shift or by workday extensions until all owed hours are worked.

Employees shall be scheduled to work "Make-up Work Hours", without exceeding 171 hours in the 28-day FLSA work period to avoid overtime payment.

2. Make-up Work Hours:

As detailed above, employees assigned to the 4-11 work schedule shall be scheduled to work 67 hours or 78 hours per year in addition to their scheduled workdays to attain 2080 work hours within a calendar year. These hours will not receive additional compensation and are "Make-up Work Hours" already factored into the pay rate calculated for 2080 work hours annually. "Make-up Work Hours" will be scheduled on the employees' days off as follows:

- 6, 10-hour training days each calendar year totaling 60 hours. The training days shall be pre-scheduled for all employees at the beginning of the calendar year.
- 1, 7-hour pre-scheduled work shift to staff special events.
- 11 hours will be added to the pay back hours of employees working the team with 182 11-hour patrol shifts. These hours can be paid back by working an extra 11-hour shift or workday extensions.

"Make-up Work Hours" shall be scheduled so they do not result in an employee exceeding 171 hours in the 28-day FLSA work period. To achieve this, employees' shall not be scheduled for more than one 10-hour training day within a 28-day work period.

Make-up Work Hours will be recorded and tracked through an added code to the time sheet. If an Employee calls in sick on their scheduled Make-up Work day, sick leave shall not be used to make-up any part of the hours. An employee calling in sick for scheduled Make-up Work Hours shall be rescheduled based upon the needs of the Department.

On or about August 31 of each calendar year, the Field Operations Division Commander will audit outstanding "make-up work hours" owed by each employee, ensuring remaining hours owed by individual employees have been scheduled. If an employee is unable to pay back the hours by December 31 of that year, the hours will be deducted from his or her accrued vacation or compensatory time off banks or from his or her last paycheck of that year, to the extent permitted by law.

3. Implementation:

The 4-11 work schedule will be implemented on January 1st of each calendar year.

Employees assigned to the 4-11 work schedule shall select their team and squads in accordance with the *Patrol Officer, Corporal, and Patrol Sergeant Shift Selection Process* adopted in the ASSOCIATION Memorandum of Understanding.

The 4-11 work schedule may, or may not, have implications on compensable time listed hereafter and are addressed as follows:

- a. Training – Officers assigned as Canine Handlers and to the Crisis Response Unit may be subject to training on their days off and shall be compensated with overtime pay if required to work on a scheduled day off. This determination shall be based upon the needs of the department, at the discretion of the Chief of Police.
- b. Overtime and Overtime Call-Back – Overtime is work which is in excess of the regularly scheduled 11 hour work shift or in excess of 171 hours worked per 28-day cycle, which has the approval of the Police Chief or his/her designated representative. Employees who are called to work prior to their normal work schedule but continuous with their normal work schedule shall receive overtime for hours worked before their normal work schedule begins.
- c. Sick Leave Accrual and Usage – Sick leave may not be utilized to make-up any part of the payback hours outlined in the "Make-up Work Hours". Employees who report sick and are unable to work scheduled "make-up" work hours may be required to present a doctor's note certifying the inability to report to work, to the extent permitted by law.

4. Alternative Schedules:

All employees not working in the Patrol Division who are currently working a 4-10 schedule will remain doing so.

6.2 Detective Standby Duty

Detectives will be assigned to work holidays as part of their regular work schedule and shall receive holiday pay in accordance with this Agreement in the same manner and application as Patrol.

When detectives are assigned standby duty at times other than their normal work hours, the City will provide a City-owned car which may be taken home and driven by the standby detective when called back to work. In addition, each Detective assigned the weekly stand by rotation will be paid sixteen (16)

hours of straight-time pay for each week so assigned. In the event an employee assigned Standby is unable to complete the full week so assigned, the pay shall be prorated and the employee who provided the standby coverage shall be paid for the dates served.

The Sergeant assigned to the Detective Unit shall be paid Two Hundred Ninety Dollars (\$290.00) per month for standby duties.

Effective upon adoption of this Agreement, Standby Pay shall be issued on the paycheck following the pay period in which the standby occurred.

In the event a detective is called back to work at a time other than the regularly scheduled work hours, he/she will be compensated in accordance with the provisions of Section 7 of this Memorandum of Understanding.

6.3 Scheduling of School Attendance

Shift trades between employees, arranged by an employee for the purpose of attending school, will be approved whenever operationally feasible.

6.4 Notice of Schedule Change

The Department shall provide at least forty-eight (48) hours advance written notice to each employee whose regular hours of work are being changed.

6.5 Shift Selection – Patrol Officer

- At least 60 days prior to January shift change of each calendar year, officers shall select shifts, by seniority, for the next full calendar year.
- The Department reserves positions on each shift for:
 - Canine Officers
 - Probationary Employees (limited to one slot per shift)
- Officers are provided with a minimum of 72 hour advanced notice of their scheduled shift selection time, which is a period of 15 minutes. Officers who cannot be present for their selection time may phone in their selection to the on-duty watch commander or supervisor, or submit a written selection in advance. In the event an officer fails to make a selection during his or her designated time, the officer is relegated to those shifts available when the officer reports to select his/her shift.
- During January, following shift selection, each officer is requested to schedule a minimum of 80 hours of vacation for the calendar year. Vacation selection shall be made in seniority order during shift selection. Vacation requested after annual leave selection shall be approved on a case-by-case basis.
- Officers returning to patrol from special assignments are assigned to existing shift vacancies, until they are able to participate in the next shift selection process.
- Department agrees to continue the practice of anticipating special assignment rotations and to allow officers near the end of the special assignment rotation to participate in the annual shift selection process. In addition, the Department agrees to continue practice of allowing

officers within the last three months of probation to participate in the annual shift selection process.

- Probationary officers are exempt from shift selection. The Department shall assign probationary officers to shifts and rotate as deemed appropriate by the Department.
- Vacancies that occur during the year following shift selection shall be filled/assigned by the Department until the next shift selection process.
- The Department reserves the right to propose modifications to the shift selection system during the term of the Agreement. The Department agrees to meet and confer with the Association prior to implementing any changes.

6.6 Shift Selection – Corporal and Sergeants

- The shift schedule for the calendar year will consist of two, six month periods with shift changes in early January and July.
- Sergeants are provided with a minimum of 72 hours advanced notice of their scheduled shift selection time, which will be a period of 15 minutes. Sergeants who cannot be present for their selection time may phone in their selection to the on-duty watch commander or supervisor, or submit a written selection in advance. In the event a sergeant fails to make a selection during his or her designated time, the sergeant will be relegated to the end of the seniority list.
- During January following shift selection, each sergeant is required to schedule a minimum of 80 hours of vacation for the calendar year. Vacation selection shall be made in seniority order during shift selection. Vacation requested after annual leave selections shall be approved on a case by case basis.
- Sergeants returning to patrol from special assignments are assigned to existing shift vacancies until they are able to participate in the next shift selection process. Department agrees to continue the practice of anticipating special assignment rotations and to allow sergeants near the end of the special assignment rotation to participate in the annual shift selection process. In addition, the Department agrees to continue practice of allowing sergeants within the last three months of probation to participate in the annual shift selection process.
- Vacancies that occur during the year following shift selection shall be filled/assigned by the Department until the next shift selection process.
- In addition, the Department reserves the right to propose modifications to the shift selection system during the term of the Agreement. The Department agrees to meet and confer with the Association prior to implementing any changes.
- Reducing this shift selection process to writing does not constitute a waiver of rights on the part of the City as enumerated in Section 23 of the MOU.

Section 7. Overtime Call-Back

7.1 Definition

Overtime is work which is in excess of the regularly scheduled work shift or in excess of one hundred and sixty (160) hours worked per twenty eight (28) calendar day work cycle or in excess of forty (40) hours per work week, which has the approval of the Police Chief or his/her designated representative. Notwithstanding the foregoing, employees who work the 4-11 schedule as set forth in Exhibit D are

entitled to overtime for any hours worked in excess of 171 hours in a 28-day work cycle. Overtime shall be paid for work in excess of the regularly scheduled 11 hour and 10 minute work shift and as described in Exhibit D, Section 3b. Overtime shall also be paid for work performed on the employee's scheduled days off except as set forth in Exhibit D for employees working a 4-11 schedule.

7.2 Scheduled and Emergency Overtime

Unless excused by the Police Chief, an employee, upon request, shall not fail or refuse to perform emergency or scheduled overtime. Scheduled means at least twenty-four (24) hours prior notice. A sign-up sheet will be used for scheduled overtime and will go up as soon as the need is known or at least two weeks in advance whenever possible. In the event that no employee signs up for the posted scheduled overtime, the overtime shift will be assigned and when feasible the employee will be provided 72 hours notice. Failure or refusal by the employee, to work overtime in accordance with this provision, shall be grounds for discipline.

7.3 Overtime Compensation

The regular rate of pay is computed by the following formula: monthly salary times twelve (12) months divided by two thousand eighty (2080) hours. Overtime shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay if paid, or taken as compensatory time.

7.4 Compensatory Time

The employee, at the employee's option, may request, through the Police Chief, compensatory time off (CTO) or overtime pay for overtime worked. Use and accrual of compensatory time shall be at the discretion of the Police Chief to assure assignment of adequate personnel to provide and maintain the City services. Employee must have sufficient hours available in CTO bank at the time the CTO requested in submitted. No employee may accrue more than one hundred twenty (120) hours of compensatory time. The employee shall receive paid overtime for all hours worked in excess of the one hundred twenty (120) hours.

Employees assigned by the Police Chief to a Detective assignment shall be allowed to accrue up to a maximum of one hundred and forty (140) hours of compensatory time during the time period so assigned. Detectives shall receive paid overtime for all hours worked in excess of the one hundred forty (140) hours.

Any employee may request to take CTO, which shall be by mutual agreement between employee's supervisor and the employee. The department will grant an employee request to use accumulated CTO provided that: 1) the department can accommodate the use of CTO on the date requested without undue disruption; 2) does not fall on a mandatory training or maximum deployment day listed in the Patrol Calendar; and 3) the employee make the request in writing to the supervisor no later than five (5) days prior to the date requested. Undue disruptions occur when the department falls below minimum staffing for a shift, during special events when maximum staffing is required, and where the employee(s) absence would interfere with the successful operation of the department as a whole.

7.5 Call-Back Pay

Any employee, who is called back to duty, shall be paid at the overtime rate for a minimum of three (3) hours for each call back. In the event that separate call-backs overlap within a three (3) hour period, the employee will be paid for one minimum of three (3) hours at the overtime rate and for any additional hours worked at the overtime rate.

Notwithstanding the above, if the return to work is contiguous with the employee's scheduled work day and the employee is provided with a minimum of four (4) hours advance notice, the employee shall not be paid Call Back Pay but will be paid at the overtime rate for hours worked prior to the start of the employee's regular shift.

7.6 Court Appearances

Employees who are required to testify in court in their official capacity as a police officer within one (1) hour after their scheduled work shift, or conclude the court appearance within one (1) hour before, their scheduled work shift, that is, as an extension of his/her work shift, shall be compensated at the overtime rate for actual time worked and up to one (1) hour waiting time.

Employees who are off duty for more than one (1) hour, or on vacation, compensatory time off, or their regularly scheduled shift off, who are called back to testify in court in their official capacity as a police officer shall be compensated for a minimum of four (4) hours (each call back providing that the call back periods do not overlap) or actual hours worked in excess of four (4) hours, computed at the overtime rate of pay.

Section 8. Differentials

8.1 Special Assignment Pay

Regular Continuous Assignment

Special assignment pay shall be provided in the amount of five percent (5%) for base salary per month for the sworn personnel who are assigned to and perform in the assignments of:

- Detective (assigned to General and Special Investigations Unit) *
- School Resource Officer
- Neighborhood Resource Officer (NRO)
- Community Policing Sergeant
- Detective Sergeant (assigned to General and Special Investigations Units)
- Traffic Safety Unit Sergeant*

Only assignments noted with "" are applicable to Corporals performing those duties.

Short-Term Assignments

Additional employees, excluding Police Corporal, assigned short-term Field Training Officer duties, shall receive special assignment pay for those pay periods in which such duties are performed.

K-9 and Motorcycle Assignments

The K-9 officer will provide feeding, grooming and other normal chores associated with maintaining a dog in a clean and healthy environment, in exchange for twelve (12) hours of overtime credited to him/her each month during which he/she is assigned as the K-9 officer.

The motorcycle officer or Police Corporal on a motorcycle special assignment will provide normal maintenance, washing and waxing of his/her assigned motorcycle, in exchange for eight (8) hours of overtime credited to him/her each month, during which he/she is assigned as the motorcycle officer. In addition, the motorcycle officer or Police Corporal on a motorcycle special assignment will transport the motorcycle, during normal work hours, to "the designated vendor" for detailed maintenance and repairs as needed.

Removal from Assignment

The assignment of Officers to any of these special assignments or the removal of Officers from these special assignments shall be based on performance and at the sole discretion of the Police Chief.

8.2 Education Incentive Pay

Police Officers and Police Corporals

The City shall pay a two and one-half percent (2 1/2%) incentive on the existing salary step and range of employees who possess a POST Intermediate Certificate.

The City shall pay a five percent (5%) incentive on the existing salary step and range of employees who possess an Associates of Arts degree in Police Administration, or a related field.

The City shall pay a two and one-half percent (2 1/2%) incentive on the existing salary step and range of employees who possess a POST Advanced Certificate. Effective the first full pay period in July 2018 or the pay period after Council approves a successor MOU in open session, whichever is later, the City shall pay a three and one-half percent (3 1/2%) incentive on the existing salary step and range of employees who possess a POST Advanced Certificate.

Sergeants

The City shall pay five percent (5%) on the existing salary step and range of Sergeants who possess an Associate of Arts Degree or higher degree in Police Administration, or a related field.

The City shall pay a two and one half percent (2 1/2%) incentive on the existing salary step and range of Sergeants who possess a POST Advanced Certificate. Effective the first full pay period in July, 2018 or the pay period after Council approves a successor MOU in open session, whichever is later, the City shall pay a three and one-half percent (3 1/2%) incentive on the existing salary step and range of Sergeants who possess a POST Advanced Certificate.

The City shall pay a two and one-half percent (2 1/2%) incentive on the existing salary step and range of Sergeant who possess a POST Supervisory Certificate.

Education incentive pay will be included in the base pay rate for the calculation of overtime and holiday-in-lieu pay. Details regarding procedures for education pay are contained in the Administrative Procedures on Education Incentive Pay.

Section 9. Allowances

9.1 Uniforms – Sworn Personnel

The City shall provide a uniform allowance for new employees and an annual maintenance allowance of nine hundred dollars (\$900.00).

The City shall provide newly assigned motorcycle officers with one new helmet, one leather uniform jacket, one pair of motorcycle boots, two pairs of breeches, two pairs of safety glasses (one clear and one tinted), and one pair of leather riding gloves, in addition to the annual maintenance allowance.

The uniform allowance shall be paid on the regular payday for the pay period that includes June 30, by a separate check.

9.2 Replacement/Repair of Equipment

The City shall pay for the replacement or repair of Association member's uniform and equipment damaged in the line of duty.

9.3 Equipment and Clothing Return

All City furnished equipment and clothing remains in the ownership of the City and must be returned when an employee leaves employment.

9.4 Mileage Reimbursement

An employee who is required to provide transportation for the performance of his/her job shall be compensated at a rate equal to the Internal Revenue Service (IRS) rate. Such reimbursement does not apply to commuting, to or from his/her residence, by an employee.

9.5 Education Reimbursement

An employee who completes a course of study and receives a grade of C or better may be reimbursed, with the prior approval of the Police Chief, for books, supplies and tuition only for courses taken at public colleges or universities in California, up to a maximum of \$1800.00 per fiscal year. Courses taken at any accredited colleges or universities shall be reimbursed at a cost not to exceed the cost of comparable courses offered at the University of California up to a maximum of \$1800.00 per fiscal year. Reimbursement shall be made for courses taken towards an Associate of Arts, Bachelor Degree or Master's Degree in the area of Criminal Science, Psychology, Organizational Management, Public Administration or other curriculum pre-approved by the Police Chief.

For employees who achieve a degree through an accelerated degree program, the employees shall receive reimbursement up to a maximum amount of \$7200.00. Employees who receive such reimbursement agree to remain employed with the City of Tracy for a period of five (5) years, starting on the date program enrollment begins. Failure to complete this service may result in the employee repaying the City of Tracy a prorated fee, based upon the cost of \$1800.00 per year. Employees who wish

to participate in an accelerated program will sign an individual agreement with the City regarding repayment.

Mileage reimbursement shall only be provided for courses the City directs the employee to attend.

9.6 Credit for Training

The Police Chief, or his/her designee, is responsible for developing employee-training programs. Such training programs may include lecture courses, demonstrations, assignment of reading matter, or other such devices for the purpose of improving the efficiency and broadening the knowledge of municipal employees in the performance of their duties.

Participation in and successful completion of special training courses may be considered in making advancements and promotions. The Police Chief shall file evidence of such activity with the City Manager.

9.7 Bilingual Pay

Employees shall be entitled to receive, in addition to their regular compensation, an additional two percent (2%) of base pay if they meet the following criteria:

- a. Certification from the City that the employee possesses the needed language skills; and
- b. Certification from the Police Chief that a particular assignment involves the need for the required skills on a regular basis.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the Police Chief as beneficial to the City.

Section 10. Holidays

10.1 Paid Holidays for Employees on Monday through Friday Work Schedules

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees shall be granted a bank of fifty-two (52) hours of holiday leave. Employees shall be compensated for holiday leave hours not used during a given six (6) month period at the holiday in-Lieu pay rate. Employees assigned to a Monday through Friday schedule will be required to use eight (8) hours of holiday leave for leave on a holiday observed by the City of Tracy.

10.2 Holiday In-Lieu Pay for Employees Working in a Seven (7) Day Operation

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees shall be granted a bank of fifty-two (52) hours of holiday leave. Employees shall be compensated for holiday leave hours not used during a given six (6) month period at the holiday in-Lieu pay rate. Requests for use of holidays shall be subject to Police Chief's approval.

The holiday in-Lieu pay rate shall be calculated as follows:

Annual salary (base salary + incentives) divided by 2,080 hours = Hourly Rate x 8 = Holiday-in-Lieu Pay.

Holiday in-Lieu pay will be paid on separate checks on the regular payday for the pay period that includes June 30 and December 15.

10.3 Proclaimed Holidays

All holidays proclaimed by the Governor of the State of California or the President of the United States shall be granted as holidays. Holiday pay will be paid on separate checks on the regular payday July 15 and December 15.

Section 11. Vacation Leave

11.1 Vacation Schedule

Employees shall be entitled to vacation pay in accordance with the following schedule:

Date of employment through completion of 5th year - 96 hours per year (4 hours per pay period).

6 - 10 years of continuous employment - 144 hours per year (6 hours per pay period).

11 - 15 years of continuous employment - 160 hours per year (6.67 hours per pay period).

16 years or more of continuous employment - eight (8) additional hours per year up to a maximum of twenty-eight (28) days or two hundred and twenty-four (224) hours maximum annual accrual.

11.2 Vacation Accumulation

Earned vacation time may be accumulated, but the employee shall not be allowed to have an accumulation of more than two (2) times the annual accrual credit at any time without prior approval of the City Manager.

In the event, that an employee's scheduled vacation is canceled by the City, for whatever reason, the employee will be granted an additional six (6) months from the time of such cancellation to reschedule vacation without any loss of vacation accumulation.

Employees as of April 1, 2002, who accrue vacation in excess of twenty-eight (28) days or two hundred and twenty-four (224) hours per year, are considered "grandfathered".

Any such employee shall be entitled to continue to accrue the same number of days as he/she accrues as of the date March 31, 2002, but shall not receive increased accrual levels after April 1, 2002.

11.3 Vacation Scheduling

Employees shall schedule a minimum of 80 hours of vacation annually with the approval of the Police Chief. Vacations shall be scheduled for the following year by January 15 of each calendar year. Employees, who have insufficient accrued vacation leave to take eighty (80) hours, may utilize compensatory time or may be advanced up to forty (40) hours of vacation leave upon approval of the Police Chief. Employees may not be advanced said vacation leave if the employee has sold vacation leave hours within the last year. Scheduling shall be based upon department seniority.

Representatives of the Association and the Department will meet to discuss details of the vacation selection system.

11.4 Vacation

No employee may take vacation during his/her first six months of employment. All employees shall be entitled to vacation leave upon completion of six months of employment. The vacation schedule shall be established with primary consideration for the needs of the City, but with as much regard, as possible, for the wishes of the employee. Leave may be taken only after it has been earned, subject to the above restrictions.

11.5 Vacation Pay

Upon termination, an employee shall be paid for vacation earned, but not taken, up to the maximum accrual permitted. If the termination date occurs between the first and the 15th day of the month, the employee will not receive vacation credit or pay for that month. If the termination occurs between the 16th and the 30th day of the month, the employee shall be credited and paid for a full month's vacation earnings.

11.6 Leave Buy-Back

Association members are allowed an optional buyback of accumulated leave. Once per calendar year, they may have the City buy back up to 50 percent of accumulated leave, but not more than the equivalent of one year's earning rate for vacation, floating holiday leave, and compensatory time off. The hourly rate for buy back is the annual salary, divided by the annual hours of work.

Section 12. Sick Leave

12.1 Accrual

All employees shall be eligible to accrue sick leave at the rate of:

Eight (8) hours of full pay sick leave for each month of service. For the purpose of this section, month of service shall mean consecutive calendar months.

12.2 Approval

Sick leave may be requested and used as approved by the Police Chief. Approved sick leave shall be paid until the employee's accumulated total of sick leave hours has been exhausted. At that time, the employee shall receive no further pay for sick leave.

An employee requesting sick leave should exercise reasonable diligence in notifying the on-duty supervisor prior to the time set for reporting to work. Failure to make reasonable efforts to notify the on-duty supervisor for the use of sick leave, prior to the commencement of the shift for which leave is requested, may result in loss of the sick leave privilege for the subject shift.

12.3 Usage

Sick leave may be requested only in cases of actual personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family.

Employees may utilize up to one-half (1/2) of their annual accrual of sick leave for the care of their immediate family. Immediate family is defined pursuant to California Law.

12.4 Doctor's Certificate

The City has a legitimate concern in preventing abuse of sick leave use. If the City has a reason to believe that sick leave is being abused, it may request that an absence be verified. The City's right to verify an absence includes the right to require a doctor's excuse at any time. The City may prescribe forms to be used for said verification.

The Police Chief may require a written statement from an attending physician or dentist that an employee is capable and released to return to performance of all duties of his/her position.

Nothing in this section precludes a supervisor from requiring, with cause, a health care provider's statement for an absence of three or fewer days after the first three days of paid sick leave are used in a 12-month period.

12.5 Sick Leave Pay Off

Upon death, the employee's estate shall receive straight-time pay for all accrued sick leave. If an Association Member employee terminates or is terminated for any reason, all accumulated sick leave shall be canceled. Such accumulated sick leave, however, shall be credited to such employee if he/she returns to City employment within two (2) years of such termination.

12.6 Sick Leave Conversion at Retirement

An employee who retires with at least ten (10) years of service may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay including incentives. The retired employee and his/her dependents shall be entitled to continued group health insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage

being deducted from the medical insurance bank until said bank is exhausted. Thereafter, the employee and his/her dependents may continue to participate in the City's group health plan, at group rates, provided the City receives the employee's payment for the premium by the 10th of each month for the following month's coverage.

Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility shall apply to the employee and his/her dependents.

12.7 Catastrophic Leave Program

Members of the Association shall be covered by, and eligible to participate in, the City's Catastrophic Leave Program. The Program is described in detail in Personnel Rule 17.8.

Section 13. Workers' Compensation

An employee receiving disability payments under Workers' Compensation Laws shall be entitled to industrial accident leave in accordance with state laws and employment status.

Section 14. Long Term Disability

The City of Tracy will provide PORAC Long Term Disability at \$19.50 to all members of the Tracy Police Officers Association. These members must be actively working and members of PORAC. Any additional costs will be deducted from the employee's checks on an after tax basis.

Section 15. Leaves of Absence

15.1 Approved Absence Without Pay

Upon written request, the City Manager may grant an employee a leave of absence without pay for a definite period not to exceed one (1) year. Failure on the part of the employee absent without pay to return to duty within twenty-four (24) hours after notice of return may be cause for discharge.

A leave of absence without pay, up to three (3) days can be approved by the Police Chief.

The City may pay health benefits, for up to sixty (60) days, for employees on approved leave of absence without pay as a result of illness or injury in accordance with applicable laws.

15.2 Bereavement Leave

In the event of a death in the immediate family of an employee, absence, not to exceed five (5) working days, shall be allowed. The employee may, with his/her department head's permission, use vacation, sick leave, or compensatory time, if additional leave is required. Such permission shall not be unreasonably refused.

In the event of the death of a relative, not a member of the immediate family, absence from duty shall not be allowed to exceed one (1) day. Such absences shall not be charged to sick leave. Leave begins on the day of the funeral.

The immediate family of an employee is defined as: Parents, step-parents, parents-in-law, spouse, child, step-child, brother, sister, grandparents; grandchildren, brother/sister in-law son/daughter-in-law, or legal guardian or a person who is at least fifty percent (50%) dependent on an employee.

15.3 Military Leave

- (a) Military leave shall be granted in accordance with provisions of State and Federal laws. For purposes of this section, "military duty" applies to both "active" and "inactive" military duty. Employees who are ordered to active military duty shall provide the City with a copy of the Orders. Employees who are required to engage in weeknight or weekend military drills as part of their inactive military duty, shall provide the City with documentation of the requirement. All employees entitled to military leave shall give the department head an opportunity, within the limits of military regulations, to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the City for not less than one year shall be entitled to receive City salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.
- (b) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full salary and benefits, including within-class-pay step increases as would have been received had the employee remained for that period of time in active service with the City. Application to the City must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after reinstatement.
- (c) A person employed by the City to fill a position made vacant by an employee on military leave of absence, shall hold the position, subject to being laid off upon reinstatement of said employee to his/her former position. An employee promoted to fill a position made vacant by an employee on military leave, shall hold such position, subject to being reinstated to his/her former position upon return of the employee.

15.4 Maternity Leave

Maternity leave shall be granted in accordance with applicable state and federal laws. A request for maternity leave must be submitted to the City Manager no later than the end of the sixth month of pregnancy.

The City agrees to provide temporary transfer for a pregnant employee to a less strenuous or hazardous position for the duration of the pregnancy: (1) if the employee requests such a transfer and (2) submits verification from her doctor that such reassignment is medically advisable. The type of duty shall be at the discretion of the City and where the transfer can be reasonably accommodated. The City reserves the right to assign the employee to other duties within the City as may be available or as needed.

The City agrees to comply with the provisions of the Family Medical Leave Act and California Family Rights Act.

15.5 Family and Medical Leave Act

The parties acknowledge the applicability of the Family and Medical Leave Act and intend to apply and implement this M.O.U. so as to comply with the Act.

15.6 Jury Duty

All employees shall be entitled to leaves of absence for a reasonable time necessary to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such leaves of absence shall be granted, with pay, up to the amount of the difference of the employee's regular earnings and any amount he/she receives for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee.

Such leaves of absence shall not be charged against the employee's sick leave or vacation leave.

15.7 Voting Leave

Employees shall be granted sufficient time to vote during municipal, primary, and general elections.

Section 16. Health Insurance

16.1 Medical

16.1.1 Plans Provided

The City offers medical insurance through Kaiser and Health Net. During the term of this Agreement the City reserves the right to change medical providers and the parties shall meet and confer regarding any such change.

16.1.2 New Employees

New employees hired on or after September 1, 2006 shall be required to select a medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the IRS regulations covering Flexible Benefits plans.

16.2 Dental

The City shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

16.3 Vision Care

The City shall offer vision care benefits for full-time employees and their eligible dependents through the existing providers.

16.4 Life Insurance

The City provides Life Insurance in the amount of Fifty Thousand Dollar (\$50,000). This coverage will be mandatory for all TPOA employees. The City will fully pay the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month.

16.5 Cafeteria Plan

16.5.1 City Contribution

The City shall maintain an account for each full-time employee in regular or probationary status within the City's Cafeteria Plan. The City shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family, employee plus one, or employee only to each employee's account.

16.5.2 Future Contributions and Cash Out Options

For employees hired before September 1, 2006, the maximum cash payment shall be set at Nine Hundred and Forty-Three Dollars (\$943.00) per month for employees who do not elect a medical plan. For employees hired on or after September 1, 2006, each employee shall be required to select a medical plan and the cash payment shall be limited to the minimum required by law (if any).

If premiums increase in the plans to which City employees subscribe effective January 1, 2016 and each January thereafter during the term of this Agreement, the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

Example: "If the Kaiser Family Plan monthly increase is \$100 and the Health Net Family Plan monthly increase is \$125 per month, the average dollar amount for the two plans would be \$112.50. The City's increase contribution will be \$84.38 per month (75% of the premium increase).

For employees who elect two-party or single coverage, the City will also increase the City's contribution to the Cafeteria Plan. The increase shall be limited to the amount necessary to fully cover the plan selected up to a maximum of the dollar amount allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical insurance plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

16.5.3 Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: (1) payment of premium charges for the medical insurance program in which the employee is enrolled, (2) payment of premium charges for the dental insurance program in

which the employee is enrolled, (3) payment of premium charges for the vision insurance program in which the employee is enrolled, (4) payment of premium charges for life insurance (mandatory).

Each employee shall provide the Personnel Officer or Human Resources designee in writing on a form provided, and at times designated by the City each year all information necessary to administer the Cafeteria Plan during the twelve month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event.

16.5.4 Notification of Changes in Number of Dependents

Each employee shall be responsible for providing immediate written notification to the Personnel Officer or Human Resources designee of any change to the number of his/her dependents which affects the amount of the City payment on behalf of the employee. Changes in Cafeteria Plan payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month-following the month in which advice from the employee is received by the Personnel Officer or Human Resource Designee. No retroactive payments shall be allowed.

16.5.5 Continuance of Flexible Benefits Plan (IRS Section 125)

The City has implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

Section 17. Probationary Period

17.1 Purpose

All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the City Manager or, under his/her direction, the Police Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.

17.2 Initial Probation

The probationary period for new employees with no prior police work experience shall be eighteen (18) months following successful completion of Police Academy training. Eligibility for a merit increase, from Step A to Step B, will occur after twelve (12) months.

The probationary period for new employees with acceptable prior police work experience shall be one (1) year. The Police Chief may extend the probationary period in increments of up to a maximum of six months.

The Police Chief may extend the probationary period in cases of paid medical or workers' compensation leave up to the remaining period left towards completing the original probationary period

An employee who is in a probationary status may be rejected without cause.

17.3 Promotional Probation

The probationary period for promoted employees shall be six (6) months.

An employee, who has gained regular status and, thereafter, accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a regular employee in the classification held prior to promotion. Those rights can only be affected for cause.

The Police Chief may extend the probationary period in three-month increments, not to exceed one (1) year, if he/she feels additional time is necessary to adequately evaluate the employee.

17.4 Probationary Reports

A performance report of each probationary employee shall be completed. The Police Chief will conduct the report at regular intervals during the probationary period according to rules established by the City Manager.

Section 18. Miscellaneous Personnel Actions

18.1 Vacancies in the Classified Service

All vacancies in higher positions in the classified service shall be filled by promotion from within if the following conditions are met:

- a) The City Manager determines that the best interests of the City will be served by promoting from within.
- b) The person to be promoted meets the minimum qualifications of the promotional position.
- c) Any promotional examination shall comply with the City, state and federal rules and regulations governing competitive examinations.

18.2 Vacancies in City Service

All vacancies in the City's service shall be filled by restoration, promotion, transfer, demotion, reinstatement, or by appointment from an employment list. When employment lists are used to fill vacancies, they shall be used in the following order:

- a) By appointment of eligible candidates from re-employment lists;
- b) By appointment of eligible candidates from promotional lists;
- c) By appointment of eligible candidates from an open eligibility list;

Provided, however, when the City Manager deems it necessary, individuals on a lateral entry employment list may be considered for appointment.

The number of eligible candidates on a promotional list shall exceed by two (2) the number of vacancies to be filled. If there are insufficient available eligible candidates on a promotional list, enough available eligible candidates shall be certified simultaneously from the promotional and eligible list to assure that the number eligible exceeds by two (2) the number of vacancies to be filled.

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without loss of compensation.

18.3 Transfer

An employee may be transferred from one position to another position in the same or comparable classification upon approval of the Police Chief.

18.4 Demotion

The City Manager may demote an employee who so requests it, or whose ability to perform his/her required duties falls below standard, or for disciplinary purposes. No employee shall be demoted to a class for which he/she does not possess the minimum qualifications.

18.5 Suspension

The Police Chief may suspend an employee, without pay, from his/her position in accordance with disciplinary procedures indicated in Section 21.6. Suspension without pay shall not exceed thirty (30) calendar days. However, notwithstanding this 30-day limit, suspensions of more than 30 days may be imposed as part of an agreement between the City and the employee and/or employee's representative. Such agreement shall not be precedent setting on either party.

Section 19. Layoff and Recall

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or allied class or position in the City service, unless that employee has been offered the temporary work.

When the Police Chief is instructed by the City Manager to reduce the number of employees, layoff shall be made in accordance with the following rules below, (a) through (e) inclusive:

- (a) Layoffs shall be by classification seniority within the Tracy POA. For example, in the event a Sergeant position is eliminated, the most junior Sergeant would bump back to

the previous classification that he/she held permanently, unless a vacancy exists in the next lower classification, in which case the Sergeant shall bump to Corporal.

- (b) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which he/she previously held permanent status, provided the displaced employee has less seniority in the classification.
- (c) An employee may demote or transfer to a vacant position in a classification for which he/she possesses the necessary skills, as determined by the minimum qualifications and job specifications for the position.
- (d) The name of each laid off employee shall be entered, in order of seniority, on a Re-employment list for two (2) years.
- (e) A former employee appointed from a Re-employment list shall have restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such recalled employee shall not be eligible for benefits for which he/she received compensation at the time of, or subsequent to the date he/she was laid off.

Section 20. Separation from Service

20.1 Resignation

An employee wishing to resign from employment shall file, with the Police Chief, a notice of intention to leave at least two (2) weeks in advance.

20.2 Reinstatement

An employee, in good standing, who has resigned may request a reinstatement and the City Manager may reinstate such employee to a vacant position, if the City Manager determines reinstatement will be in the best interest of the City.

Following a one (1) year period after resignation, the City Manager may request such employee to submit to a physical examination and may require the employee to serve a new probationary period.

20.3 Termination Interview

Employees terminating City employment, for whatever reason, shall be interviewed by their immediate supervisor who shall advise the employee of both his/her and the City's rights, under the terms of resignation, and shall ascertain the reasons for termination of employment.

20.4 Discharge

An employee may be discharged at any time by the Police Chief and/or City Manager for cause. Whenever it is the intention of the Police Chief to discharge an employee in the competitive service, the City Manager shall be notified and his/her prior approval obtained.

Section 21. Employee Conduct and Discipline

21.1 Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the City of Tracy.

21.2 Financial Affairs

Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the Offices of the City Manager or the Police Chief, for the purpose of making collections.

21.3 Outside Employment

Employees may not carry on, concurrently with their public service, any private business, public office, employment or undertaking, attention to which affects the time or quality of their work, or which creates a conflict of interest with their City employment. Employees must annually obtain the approval of the Police Chief for any outside employment.

21.4 Private Use of City Equipment

No City facility or equipment shall be put to any private use without the permission of the City Manager.

21.5 Disciplinary Action

This section shall apply to the following disciplinary actions:

- Oral Reprimand
- Written Reprimand
- Suspension
- Demotion
- Temporary Reduction in Pay
- Discharge

21.6 Causes for Disciplinary Action

Disciplinary actions may be imposed upon any permanent employee for cause. The following shall constitute cause for disciplinary action against an employee:

- (a) Fraud in securing employment
- (b) Incompetence
- (c) Inefficiency
- (d) Inexcusable neglect of duty
- (e) Insubordination
- (f) Dishonesty
- (g) Being under the influence of alcohol or controlled substance while on duty
- (h) Inexcusable absence without leave

- (i) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea, or verdict of guilty, or conviction following a plea of nolo contendere, to a charge of a felony, or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
- (j) Discourteous treatment of the public or other employees
- (k) Misuse of City property
- (l) Violation of any established City or departmental rule, regulation, policy, and/or manual
- (m) Unlawful discrimination or retaliation, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, marital status, sex/gender (including pregnancy, childbirth or related medical conditions), gender identity, gender expression, genetic information, sexual orientation or age, military or veteran status against the public or other employees while acting in the capacity of a City employee.

21.7 Manner of Reprimand

If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

21.8 Alternative Days

An employee being suspended may use up to fifteen (15) days' vacation or compensatory time in lieu of leave without pay upon the recommendation of the Police Chief and approval of the City Manager.

21.9 Personnel/Internal Affairs Files

An employee and/or his/her representative, if authorized in writing, shall be permitted to examine the entire contents of his/her personnel file during regular business hours of the Administrative Offices of the City or Police Department.

No material, which relates to the employee's conduct, attitude, work performance, or service, shall be included in his/her personnel file without being signed and dated by the author of such material. Before such material is placed in the employee's file, the department head, or designee, shall provide the employee the opportunity to review the material and sign and date it. The employee shall have the right to insert in his/her personnel file, supplementary material and a written response within thirty (30) days of the employer inserting an item in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

The above provisions shall not apply to files involving a criminal investigation of any employee, which requires confidentiality. However, no portion of any file material deemed to be confidential, shall be used in any disciplinary action until the affected employee has been afforded the opportunity to review such confidential material and respond in writing in accordance with the above provisions.

Citizen complaints, reports and findings which are at least five years old shall be purged except where there is litigation pending involving the complaint, pursuant to Sections 832.5, 832.7 and 832.8 of the California Penal Code.

Section 22. Grievance Procedure

22.1 Definition

A grievance is any dispute, which involves the interpretation or application of any provision of this Agreement excluding, however, those provisions of this Agreement, which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

22.2 Procedure

Grievances shall be processed in the following manner:

- (1) Any employee who believes that he/she has a grievance may discuss his/her complaint with such departmental management official as the department director may designate. Grievances shall be presented within thirty (30) calendar days of the incident or knowledge of the incident, which gave rise to the grievance. If the issue is not resolved within the department, or if the employee elects to submit his/her grievance directly to the Association, the procedures hereinafter specified may be invoked.
- (2) Any grievance, not been resolved by the procedure above, may be referred to the City Manager by the complainant or by the Police Chief. Such referral shall be in writing, detailing the specific issues involved in the referral, together with a statement of the resolution desired. The City Manager shall designate a personal representative, who is not the Police Chief, to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not in the Association, to meet also with the officials of the Association, and to settle the grievance, or to make recommendations to the City Manager. The decision of the City Manager regarding appeals of oral reprimands shall be final and not subject to appeal to Step (3).
- (3) If the parties are unable to reach a mutually satisfactory accord on any grievance other than grievances concerning an oral reprimand, either the Association or the City may require that the grievance be referred to an impartial arbitrator.

The parties may mutually agree upon the selection of the arbitrator or jointly request the State of California Conciliation Service to provide a list of seven (7) persons qualified to act as arbitrators. The parties shall then meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

The fees and expenses of an arbitrator, and of a Court reporter, shall be equally shared by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

- (4) The decision of an arbitrator on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

No arbitrator shall entertain, hear, decide or make recommendations on any dispute, unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in Section 22.

22.3 No Change to Memorandum

Proposals to add to or change this Agreement, or written agreements or addenda supplementary hereto shall not be subject to arbitration. No proposals to modify, amend, or terminate this Agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to under this Section. No arbitrator shall have the power to amend or modify this Agreement, or written agreements, or addenda supplementary hereto, or to establish any new terms or conditions of employment.

22.4 Demotion, Suspension and Dismissal Grievances

No grievance involving demotion, suspension, or dismissal of an employee will be entertained unless it is filed in writing with the City Manager within ten (10) calendar days of the time at which the affected employee was notified of such action.

When the City Manager and Association, in pursuit of Section 22.2 (2) above, settles a grievance, which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration, and the employee is found to have been properly discharged, under the provisions of Section 21.6, the employee may not be ordered reinstated and no penalty may be assessed upon the City.

22.5 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints, which allege that an employee is not being compensated in accordance with the provisions of this Agreement, shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process and, if not detailed in the Agreement which results from such meet and confer process, shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

22.6 Mutual Agreement on Changes

No changes in the Agreement or interpretations thereof (except—interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association President.

22.7 No Strike

The Association, its members and representatives agree that during the term of this Agreement, it and they will not engage in, authorize, sanction, or support any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Association nor any representatives thereof shall engage in job actions for the purpose of effecting

changes in the directives, or decisions, or management of the City, nor to effect a change of personnel, or operations of management, or of employees not covered by this Agreement.

Section 23. City Rights

- (a) The City of Tracy retains the exclusive right, among others, in accordance with and subject to applicable laws, civil service and other regulations, and the provisions of this Agreement, including, but not limited to the following:
- (1) To direct employees.
 - (2) To hire, promote, transfer and assign employees in positions not inconsistent with applicable classifications and/or job specifications.
 - (3) To dismiss employees because of lack of work or for other just cause.
 - (4) To reprimand, demote, suspend, discharge or otherwise to discipline employees for proper cause or for violation of the City's Rules and Regulations.
 - (5) To determine the mission of such employees, the budget, the organization, the number of employees and the methods and technology of performing their work.
 - (6) To take whatever additional action may be necessary in order to carry out and direct the employees' mission in situations of emergency.
 - (7) To review, revise and/or establish job duties, workloads and workload standards as necessary during the term of this Memorandum.
 - (8) The City agrees, to the extent required by Government Code Sections 3500, et. seq., to meet and confer, upon request, with unit representatives concerning the practical consequences or impact upon the bargaining unit or bargaining unit members of any management decisions modifying or changing wages, hours and working conditions; provided that the City's duty to meet and confer hereunder shall require it to delay implementation of such management decisions for no more than thirty (30) days from the date it notifies, in writing, the Association of its proposed action (measured from date of mailing by certified mail). Nothing above shall allow the City to violate any provision of this Agreement, and Association shall have the right to grieve any such violation as provided in Section 22.

Section 24. General Provisions

24.1 Safety

The City shall provide and maintain safe working conditions, and the Association will cooperate to that end. Employees shall work in a safe manner.

No employee shall be required to work in an area where conditions exist that are unsafe or detrimental to health without adequate and proper protective clothing and/or equipment.

The City shall continue to supply employees with all safety equipment required by the City and/or Cal OSHA. Such equipment shall include but is not limited to firearms, holsters, leather goods, radios, flashlights, and soft body armor. All employees furnished such equipment shall use the equipment and their use shall only be for the purposes and uses specified under applicable safety rules and regulations.

24.2 Modified Duty Assignments

The City will endeavor to provide modified duty assignments, in a nondiscriminatory, manner to employees injured on the job; provided, however, that employees injured on-duty shall be given preference, for available modified duty assignments, before employees injured 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, where possible, to place an injured employee on modified duty assignments comparable to his/her regular duty assignments, preferably within his/her regular division.

24.3 Definition of Seniority

For purposes of this Agreement, seniority shall be defined as:

- a. **Classification Seniority** - Seniority accruing from continuous service from date of appointment to classification.
- b. **Seniority upon promotion** – in the event that there are multiple promotions to the same classification, seniority in classification will be determined as follows:
 1. Promotional date – multiple promotions on the same date then by,
 2. Total Sworn City service
 3. Blocking on City Established Eligibility List – if multiple in same block then by:
- c. **Department Seniority** - Seniority accruing from continuous service within the Department from date of appointment.
- d. **City Seniority** - Seniority accruing from continuous service within the City.
- e. Seniority shall not be affected by authorized paid leave of absence.

24.4 Americans with Disabilities Act (ADA)

The City and the Association recognize that the City has an obligation under law to meet with an individual employee who alleges a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the City finds it necessary to comply with the ADA by setting aside any provision of this Agreement in order to provide reasonable accommodation to an individual employee, such action by the City shall not be subject to the grievance procedure set forth in Section 22 of this Agreement. The Association will be advised of proposed accommodations, prior to implementation by the City.

Any accommodation provided to an individual employee pursuant to the provisions of this Section shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the arbitration of a grievance filed by either party.

Section 25. Modification

There will be no alteration or modification of any provision contained in this Memorandum without its written consent of all parties hereto.

Section 26. Total Agreement

This Agreement constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Any matter not contained in this Agreement has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

Section 27. Separability of Provisions

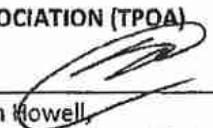
Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect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

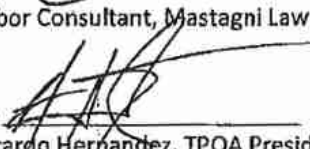
Section 28. Event of Conflict

This Agreement shall supersede any prior Agreement, rules or regulations in direct conflict with the provisions hereof.

APPROVED AND ACCEPTED:

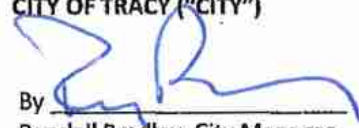
**TRACY POLICE OFFICERS
ASSOCIATION (TPOA)**

By 
Sean Howell,
Labor Consultant, Mastagni Law

By 
Ricardo Hernandez, TPOA President

Dated 9/20/18

CITY OF TRACY ("CITY")

By 
Randall Bradley, City Manager

Dated 10/1/18

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND
TRACY POLICE OFFICERS ASSOCIATION
NON-SWORN POLICE OFFICER TRAINEE**

The City of Tracy and Tracy Police Officers Association (TPOA) agree to enter into this side letter to update the language set forth in section 5., 8 6.1, 9.1 and 14 of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2021. The revised language in these sections of the MOU is effective May 16, 2019 and shall read as follows:

5.8 Retirement Benefits

Sworn – Police Officer, Police Corporal, Police Sergeant

Employees hired by the City of Tracy on or before July, 1, 2010 and covered by this agreement shall receive CalPERS three percent at age 50 (3% at 50) and "single highest year" formula. Employees hired by the City of Tracy on or after July 2, 2010 through December 31, 2012 and covered by this agreement shall receive CalPERS three percent at age 55 (3% at 55) and "single highest year" formula.

Employees hired by the City of Tracy on or after January 1, 2013 meeting the definition of "new member" under the Public Employees' Pension Reform Act (PEPRA) shall be subject to all the provisions of the law, including, but not limited to the two point seven percent at age 57 (2.7% @ 57) retirement formula with a "three year" compensation period.

Employees who receive the CalPERS retirement formula of 3% @ 50, or 3% @ 55 shall pay the 9% of salary of employee contribution towards employee statutory share of CalPERS retirement. Employees who receive the CalPERS retirement formula of 2.7% @ 57 shall pay the employee contribution required by PEPRA, currently calculated at fifty percent (50%) of normal cost.

Employee payments of the employee share of the CalPERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

In accordance with CalPERS Section 20516 contract amendment process requirements, each employee in this unit shall pay 3% towards the employer's share of CalPERS pension regardless of what CalPERS pension formula is applicable to the employee.

Non-Sworn – Police Officer Trainee

Miscellaneous employees hired on or before December 16, 2010 shall receive the single highest year and 2.5% at 55 benefit formula provide through the California Public Employees' Retirement System (CalPERS). Employees hired under the first tier CalPERS retirement formula (2.5 % @ 55) shall pay eight percent (8%) of employee salary contribution towards employee statutory share of CalPERS retirement.

Miscellaneous employees hired after December 16, 2010 and on or before December 31, 2012 shall receive average of three (3) consecutive highest years and 2% at 55 benefit formula provided through California Public Employees' Retirement System (CalPERS). Employees hired under 2nd tier CalPERS

retirement formula (2% @ 55) shall pay the seven percent (7%) of employee salary contribution towards employee statutory share of CalPERS retirement.

Miscellaneous employees hired on or after January 1, 2013 and who qualify as "new employees" under the Public Employees' Pension Reform Act shall receive average of three (3) consecutive highest years and 2% at 62 benefit formula provided through the California Public Employees' Retirement System (CalPERS). Employees who receive the CalPERS retirement formula of 2% at 62 shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of the normal cost.

Employee payments of the employee share of the CalPERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

In accordance with CalPERS Section 20516 contract amendment process requirements, each employee in this unit shall pay 3% towards the employer's share of CalPERS pension regardless of what CalPERS pension formula is applicable to the employee.

Retirement Payment

Upon completion of thirteen (13) years of continuous employment with the Tracy Police Department, Police Officers, Corporals, and Sergeants shall be eligible for one (1) month of pay to be paid at the time of retirement from the City of Tracy or upon promotion to a position elsewhere in the City. Employees who terminate employment for other reasons shall not be entitled to the retirement payment.

6.1 Workweek & FLSA Work Period

Police Officer Trainee

Unless otherwise designated by the Police Chief, all Police Officer Trainees shall be designated a 5/40 schedule. The workweek shall be from Sunday 12:00 a.m. through the following Saturday 11:59 pm while on the 5/40 schedule. The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

Police Officer, Police Corporal, Police Sergeant

Unless otherwise designated by the Police Chief, or for employees assigned to a 4-11 schedule as detailed below, the workweek for all Sworn Police Unit employees shall be from Sunday 12:00 am through the following Saturday 11:59 pm if on a 4-10 workweek. If on a 9/80, the workweek will be 12:00 pm on Friday through 11:59 am the following Friday. The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

4-11 Alternative Work Schedule

1. Description:

For employees working the 4-11 schedule shall be subject to the 7K exemption of the Fair Labor Standards Act (Exemption – 40 hour per week employees). The employees will be entitled to overtime when they work 171 hours in a 28-day period. The designated work schedule shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently as economically as possible. The 4-11 work schedule is a 4-day workweek with 11-hour shifts, applied to the Patrol Unit within the Field Operations Division. Personnel are assigned to one of two teams; “A-Team” or “B-Team” and will remain with the same team the entire year. Each team will have three squads: days, swings, and graves. The start and end times for each of these squads shall be determined based upon the needs of the Department, as determined by the Chief of Police. Days off are rotating.

Employees assigned to the 4-11 work schedules shall have a regular work schedule not to exceed 171 hours within a 28-day work period. The work schedule rotation is based on an 8-day cycle with each employee working 4 consecutive days of 11-hour work shifts followed by 4 consecutive days off. The 8-day cycle will advance the employee’s workday and days off one day for every cycle. The cycle will repeat every 8 weeks. There are 13, 28-day FLSA work periods (one year).

One team will work 183 11-hour regular patrol shifts totaling 2013 hours during the year. Employees shall work an additional 67 hours during the 13, 28-day FLSA work periods for a total work year of 2080 hours. The 67 hours will be scheduled as 6, 10-hour training days and the remaining 7 hours as special event sign up, further detailed under “Make-up Work Hours”.

The other team will work 182 11-hour regular patrol shifts totaling 2002 hours. Employees shall work an additional 78 hours during the 13 28-day FLSA work periods for a total work year of 2080 hours. The 78 hours will be scheduled as 6, 10-hour training days and 7 hours as special event sign up, further detailed under “Make-up Work Hours”. The remaining 11 hours will be added to their payback hours. Employees will be able to pay back these hours by working an extra 11-hour shift or by workday extensions until all owed hours are worked.

Employees shall be scheduled to work “Make-up Work Hours”, without exceeding 171 hours in the 28-day FLSA work period to avoid overtime payment.

2. Make-up Work Hours:

As detailed above, employees assigned to the 4-11 work schedule shall be scheduled to work 67 hours or 78 hours per year in addition to their scheduled workdays to attain 2080 work hours within a calendar year. These hours will not receive additional compensation and are “Make-up Work Hours” already factored into the pay rate calculated for 2080 work hours annually. “Make-up Work Hours” will be scheduled on the employees’ days off as follows:

- 6, 10-hour training days each calendar year totaling 60 hours. The training days shall be pre-scheduled for all employees at the beginning of the calendar year.
- 1, 7-hour pre-scheduled work shift to staff special events.
- 11 hours will be added to the pay back hours of employees working the team with 182 11-hour patrol shifts. These hours can be paid back by working an extra 11-hour shift or workday extensions.

"Make-up Work Hours" shall be scheduled so they do not result in an employee exceeding 171 hours in the 28-day FLSA work period. To achieve this, employees' shall not be scheduled for more than one 10-hour training day within a 28-day work period.

Make-up Work Hours will be recorded and tracked through an added code to the time sheet. If an Employee calls in sick on their scheduled Make-up Work day, sick leave shall not be used to make-up any part of the hours. An employee calling in sick for scheduled Make-up Work Hours shall be rescheduled based upon the needs of the Department.

On or about August 31 of each calendar year, the Field Operations Division Commander will audit outstanding "make-up work hours" owed by each employee, ensuring remaining hours owed by individual employees have been scheduled. If an employee is unable to pay back the hours by December 31 of that year, the hours will be deducted from his or her accrued vacation or compensatory time off banks or from his or her last paycheck of that year, to the extent permitted by law.

3. Implementation:

The 4-11 work schedule will be implemented on January 1st of each calendar year.

Employees assigned to the 4-11 work schedule shall select their team and squads in accordance with the *Patrol Officer, Corporal, and Patrol Sergeant Shift Selection Process* adopted in the ASSOCIATION Memorandum of Understanding.

The 4-11 work schedule may, or may not, have implications on compensable time listed hereafter and are addressed as follows:

- a. Training – Officers assigned as Canine Handlers and to the Crisis Response Unit may be subject to training on their days off and shall be compensated with overtime pay if required to work on a scheduled day off. This determination shall be based upon the needs of the department, at the discretion of the Chief of Police.
- b. Overtime and Overtime Call-Back – Overtime is work which is in excess of the regularly scheduled 11 hour work shift or in excess of 171 hours worked per 28-day cycle, which has the approval of the Police Chief or his/her designated representative. Employees who are called to work prior to their normal work schedule but continuous with their normal work schedule shall receive overtime for hours worked before their normal work schedule begins.
- c. Sick Leave Accrual and Usage – Sick leave may not be utilized to make-up any part of the payback hours outlined in the "Make-up Work Hours". Employees who report sick and are unable to work scheduled "make-up" work hours may be required to present a doctor's note certifying the inability to report to work, to the extent permitted by law.

4. Alternative Schedules:

All employees not working in the Patrol Division who are currently working a 4-10 schedule will remain doing so.

9.1 Uniforms

Non-Sworn Personnel

The City shall provide required uniforms to all non-sworn personnel in this unit.

Sworn Personnel

The City shall provide a uniform allowance for new employees and an annual maintenance allowance of nine hundred dollars (\$900.00).

The City shall provide newly assigned motorcycle officers with one new helmet, one leather uniform jacket, one pair of motorcycle boots, two pairs of breeches, two pairs of safety glasses (one clear and one tinted), and one pair of leather riding gloves, in addition to the annual maintenance allowance.

The uniform allowance shall be paid on the regular payday for the pay period that includes June 30, by a separate check.

Section 14. Disability Insurance

Sworn Personnel

The City of Tracy will provide PORAC Long Term Disability at \$19.50 to all members of the Tracy Police Officers Association. These members must be actively working and members of PORAC. Any additional costs will be deducted from the employee's checks on an after tax basis.

Non-Sworn Personnel

Participation in the City's STD insurance plan is mandatory. The City shall deduct .83% of the employee's earnings, prior to applying taxes, each pay period to pay the premiums for this plan.

Short Term Disability Insurance payments are available to employees who cannot work because of sickness or non-work related injury. STD payments shall be integrated with accumulated sick and vacation leave balances unless the employee elects in writing, at the time of disability, to retain STD payments and receive no supplemental income (paid leave) from the City.

To the extent accumulated sick leave or vacation leave are available, the employee will continue to receive normal paychecks. Payments received from the insurance carrier shall be turned in to the City. When such checks are received by the City, a portion of the employee's next paycheck, equal to the amount turned in, shall be recorded as nontaxable pay and sick leave shall be charged only for the amount of the City's share of the paycheck.

In no case may an employee receive more income than the amount of their normal pay. Employees must turn in checks received from the insurance carrier for the City, unless the employee elected in writing at the time of disability, of the employee's choice not to receive paid leave.

FOR THE City of Tracy



Date: 09/16/19
Jennifer D. Haruyama
City Manager

FOR THE Tracy Police Officers Association



Date: 09/11/19
Camillo Swiger
President of TPOA