

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TRACY

AND

GENERAL TEAMSTERS LOCAL NO. 439, IBT

July 1, 2023 through June 30, 2025



Think Inside the Triangle™

**Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150
www.cityoftracy.org**

GENERAL TEAMSTERS LOCAL NO. 439, IBT
July 1, 2023 through June 30, 2025

Table of Contents

SECTION 1. RECOGNITION 6

 1.1 UNION RECOGNITION 6

 1.2 CITY RECOGNITION 6

SECTION 2. NO DISCRIMINATION..... 6

SECTION 3. UNION SECURITY..... 6

 3.1 ASSOCIATION DUES 6

 3.2 USE OF CITY FACILITIES AND BULLETIN BOARDS 7

 3.3 QUARTERLY UNION MANAGEMENT MEETING 7

SECTION 4. UNION REPRESENTATIVES 7

 4.1 ATTENDANCE AT MEETINGS BY EMPLOYEES..... 7

 4.2 SHOP STEWARDS 7

 4.3 ACCESS TO WORK LOCATIONS 8

 4.4 ACCESS TO PERSONNEL FILES..... 8

 4.5 LIST OF EMPLOYEES 8

 4.5.1 Notice 8

 4.5.2 Employer Agreement Not to Disclose Personal Contact Information 8

 4.6 ADVANCE NOTICE 9

SECTION 5. SALARY PLAN 9

 5.1 SALARY 9

 5.1.1 Me-Too Clause 9

 5.2 PAY DAYS 9

 5.3 SALARY FOR NEW EMPLOYEES 9

 5.4 SALARY RANGE 10

 5.5 SALARY UPON PROMOTION 10

 5.6 SALARY UPON DEMOTION 10

 5.7 WORK IN A HIGHER CLASSIFICATION 10

 5.8 ENTRY SALARY 10

 5.9 STEP ADVANCEMENT 11

 5.10 BILINGUAL PAY 11

 5.11 DEFERRED COMPENSATION 11

 5.12 LONGEVITY 11

SECTION 6. HOURS OF WORK12

 6.1 WORKWEEK 12

 6.2 SHIFT TRADES 12

SECTION 7. OVERTIME, CALL-BACK12

 7.1 OVERTIME 12

 7.2 SCHEDULED AND EMERGENCY OVERTIME..... 12

 7.3 OVERTIME COMPENSATION 13

 7.4 COMPENSATORY TIME 13

 7.5 CALL-BACK PAY 14

7.6 COURT APPEARANCE	14
7.7 STAND-BY PAY.....	14
7.8 FATIGUED EMPLOYEES	15
SECTION 8. DIFFERENTIALS.....	15
8.1 SHIFT DIFFERENTIAL.....	15
8.2 WASTEWATER CERTIFICATION PAY	15
8.3 PESTICIDE APPLICATOR’S CERTIFICATE PAY	16
8.4 TRAINING PAY – POLICE DEPARTMENT	16
8.5 BUILDING INSPECTOR AND PLANS EXAMINERS CERTIFICATIONS	16
8.6 CONSTRUCTION INSPECTORS	17
8.7 CODE ENFORCEMENT OFFICERS CERTIFICATIONS	17
8.8 PUBLIC SAFETY DISPATCHERS CERTIFICATIONS	18
8.9 EQUIPMENT MECHANIC CERTIFICATIONS	18
8.10 CRANE ASSIGNMENT PAY	18
8.11 COMMERCIAL DRIVER’S LICENSE PAY	18
8.12 HAZARD PAY FOR CPU	18
8.13 UNIVERSAL EPA CERTIFICATE PAY	18
8.14 WATER DISTRIBUTION OPERATOR CERTIFICATION PAY	18
SECTION 9. ALLOWANCES.....	19
9.1. EDUCATION MATERIAL AND TRAINING	19
9.2 EDUCATION REIMBURSEMENT	19
9.3 CERTIFICATION ALLOWANCES	19
9.4 UNIFORMS – PARKS, OPERATIONS AND UTILITIES.....	19
9.5 UNIFORMS ALLOWANCE	20
9.6 SAFETY BOOTS AND PRESCRIPTION SAFETY GLASSES	20
9.7 TOOL REPLACEMENT.....	21
9.8 EQUIPMENT AND CLOTHING RETURN	21
9.9 MEAL ALLOWANCE.....	21
9.10 MILEAGE REIMBURSEMENT.....	21
SECTION 10. HOLIDAYS.....	21
10.1 PAID HOLIDAYS.....	21
10.2 PAID HOLIDAYS FOR 9/80 WORK SCHEDULE	22
10.3 SATURDAY AND SUNDAY HOLIDAYS	22
10.4 OBSERVED HOLIDAYS	22
10.5 PAY RATE FOR HOLIDAY WORK.....	22
SECTION 11. VACATIONS	23
11.1 VACATION ACCRUAL	23
11.2 VACATION ACCUMULATION	23
11.3 VACATION SCHEDULING	23
11.4 VACATION PAY	23
11.5 VACATION PAY UPON TERMINATION	23
11.6 VACATION SELL-BACK	23
SECTION 12. SICK LEAVE	23
12.1 ACCRUAL.....	23
12.2 APPROVAL.....	24
12.3 USE	24
12.4 HEALTH CARE PROVIDER’S CERTIFICATE	24
12.5 SICK LEAVE AT DEATH/TERMINATION.....	24

12.6 SICK LEAVE CONVERSION AT RETIREMENT 25

12.7 RETIREE MEDICAL SICK LEAVE CONVERSION REOPENER 25

12.8 CATASTROPHIC SICK LEAVE PROGRAM 25

SECTION 13. WORKERS' COMPENSATION 26

SECTION 14. STATE DISABILITY AND PAID FAMILY LEAVE 26

SECTION 15. LEAVES OF ABSENCE 27

15.1 APPROVED ABSENCE WITHOUT PAY 27

15.2 BEREAVEMENT LEAVE 27

15.3 MILITARY LEAVE 27

15.4 MATERNITY LEAVE 28

15.5 FAMILY AND MEDICAL LEAVE ACT 28

15.6 JURY DUTY..... 28

15.7 VOTING LEAVE..... 28

15.8 ATTENDANCE AND LEAVE REPORTS 29

15.9 ATTENDANCE 29

SECTION 16. INSURANCE 29

16.1 HEALTH AND WELFARE 29

16.2 LIFE INSURANCE..... 29

SECTION 17. PROBATIONARY PERIOD 30

17.1 PURPOSE 30

17.2 DURATION 30

17.3 PROMOTION 30

17.4 PROBATIONARY REPORTS 30

17.5 EFFECT OF PROBATIONARY PERIOD 30

SECTION 18. MISCELLANEOUS PERSONNEL ACTIONS 31

18.1 VACANCIES IN THE COMPETITIVE SERVICE 31

18.2 VACANCIES IN CITY SERVICE 31

18.3 TRANSFER..... 32

18.4 PROVISIONAL 32

18.5 RECLASSIFICATION 32

18.6 FLEX STAFFING 32

SECTION 19. LAYOFF AND RECALL..... 33

SECTION 20. SEPARATION FROM SERVICE..... 33

20.1 RESIGNATION 33

20.2 REINSTATEMENT 33

20.3 TERMINATION INTERVIEW 34

20.4 DISCHARGE 34

SECTION 21. EMPLOYEE CONDUCT AND DISCIPLINE 34

21.1 PERSONAL CONDUCT 34

21.2 FINANCIAL AFFAIRS 34

21.3 OUTSIDE EMPLOYMENT..... 34

21.4 PRIVATE USE OF CITY EQUIPMENT..... 34

21.5 DISCIPLINARY ACTION 34

21.6 CAUSES FOR DISCIPLINARY ACTION 35

21.7 MANNER OF REPRIMAND 35

21.8 TYPES OF DISCIPLINE..... 35

 21.8.1 Oral Reprimand 35

 21.8.2 Written Reprimand..... 36

 21.8.3 Suspension Without Pay..... 36

 21.8.4 Reduction in Step Within Range as a Disciplinary Measure 36

 21.8.5 Demotion Without Consent..... 36

 21.8.6 Dismissal..... 36

21.9 PROCEDURES FOR DISCIPLINARY ACTION 36

21.10 DISCIPLINARY APPEAL PROCESS 37

 21.10.1 Employee’s Right to Representation During Appeal Process..... 37

 21.10.2 Appeal Process (for discipline equal to or greater than 5-day suspension or reduction in pay)..... 37

SECTION 22. GRIEVANCE PROCEDURES..... 38

 22.1 PURPOSE..... 38

 22.2 DEFINITIONS 38

 22.2.1 Informal Grievance Procedure:..... 38

 22.2.2 Formal Grievance Procedure 39

 22.2.3 Time Limits..... 40

 22.3 COMPENSATION COMPLAINTS 40

 22.4 NO STRIKE 41

SECTION 23. CITY RIGHTS 41

SECTION 24. GENERAL PROVISIONS 42

 24.1 SAFETY..... 42

 24.2 AMERICANS WITH DISABILITIES ACT (ADA)..... 42

 24.3 MODIFICATION IN CERTIFICATION REQUIREMENTS..... 42

SECTION 25. NEW WORK..... 42

SECTION 26. SUB-CONTRACTING 42

SECTION 27. WASTEWATER AND WATER TREATMENT OPERATORS CROSS TRAINING PAY AND PROGRAM 43

SECTION 28. RETIREMENT 43

 28.1 PERS CONTRIBUTION 43

 28.2 PERS FORMULA 43

SECTION 29. TOTAL AGREEMENT..... 44

SECTION 30. SEPARABILITY OF PROVISIONS..... 44

SECTION 31. PAST PRACTICES AND EXISTING MOU 44

LETTERS OF UNDERSTANDING – 44

EXHIBIT A. BENCHMARKS 51

CITY OF TRACY
GENERAL TEAMSTERS LOCAL NO.439, IBT
MEMORANDUM OF UNDERSTANDING
July 1, 2023 – June 30, 2025

General Teamsters Local No. 439, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America and the City of Tracy met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, and freely exchanged information, opinions, and proposals.

This Memorandum of Understanding (Agreement) was entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et. seq.) and was jointly prepared by the parties.

This MOU 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, 2023 and ending June 30, 2025.

Section 1. Recognition

1.1 Union Recognition

The General Teamsters Local No. 439 (Union or Teamsters) is recognized as the sole and exclusive representative as provided in the City's Employer- Employee Relations Resolution for all employees assigned to the classifications listed set forth in Exhibit A.

1.2 City Recognition

The City Manager or designee is the representative of the City of Tracy (City).

Section 2. No Discrimination

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

Section 3. Union Security

3.1 Association Dues

Upon certification from the Association that an employee has signed an authorization for the deduction of dues, the City will make payroll deductions in an amount to be determined by the Association and communicated to the City. The City will promptly remit deductions to the Association with a list of dues-paying members. The City will transmit payment to the Association through Electronic Funds Transfers (EFT). Employee requests to cancel membership dues deductions must be directed to the Association. Upon notification from the Association that an employee has cancelled membership dues, the City will

cease dues deductions from the employee's paycheck the pay period following notification. The City may only request a copy of a dues authorization in case of a dispute. The Association will hold the City harmless from any and all claims and will indemnify it against any unreasonable costs in implementing this provision and must indemnify the City for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code § 1157.12(a) for the application of this Agency Shop provision to such classifications and/or employees.

3.2 Use of City Facilities and Bulletin Boards

The Union may, with the prior approval of the City Manager or 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 Union.

The Union 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 and all materials must be dated and must identify the organization that published them. The City determines where bulletin boards are placed.

3.3 Quarterly Union Management Meeting

The City agrees to meet at regular intervals upon union request, at least quarterly, with representatives of the Union to improve communications. Union representatives shall be released from regularly scheduled work shift that may fall during the Union Management meeting times.

Section 4. Union Representatives

4.1 Attendance at Meetings by Employees

Any bargaining unit member, who is directed to attend a meeting at which one of the issues is the proposed discipline of said employee, shall be entitled to Union representation at such meeting; provided, however, such representation shall include no more than one City employee in addition to the employee being disciplined. The limitation of this Section shall apply to employees on paid release time and not to Union staff or witnesses who may be necessary to the meeting.

4.2 Shop Stewards

The Union may appoint a reasonable number of shop stewards. Grievances which may arise, and which cannot be adjusted on the job shall be reported to the Union by the steward; provided, however, in no event shall the steward or the Union order any changes, and no changes shall be made except with the consent of the City.

If an aggrieved employee desires the assistance of a steward as provided in the grievance procedure, the City shall afford said steward reasonable time off during work hours without loss of compensation or other benefits to investigate and take up said grievance. The steward shall obtain the approval of the Department Head, or the Department Head's designee, before leaving his/her duties or work assignment for the purpose of investigating and/or processing a grievance. Such approval shall not be unreasonably denied.

4.3 Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Union and officially designated representatives, for the purpose of contacting members of the bargaining unit concerning business within the scope of representative. Such officers or representatives shall not enter any work location without the consent of the Department Director or the Personnel Officer. Such consent shall not be unreasonably denied. Access shall be restricted so as not to interfere with the normal operations of the department or with established or security requirements.

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

The Union shall designate, in writing to Human Resources Director, the names of the representatives listed above.

4.4 Access to Personnel Files

An employee or, upon presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request. No written reprimand or performance evaluation shall be placed in an employee's personnel file until that employee has seen and had opportunity to review the document.

4.5 List of Employees

In compliance with Government Code Sections 3555-3559 (Assembly Bill 119), the City shall provide the exclusive representative for the Teamsters 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 Teamsters once every 120 days. In addition, a report of all Teamster 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.

4.5.1 Notice

The City will provide at least two (2) weeks notice when feasible prior to any employee orientation date if new employees in the Teamsters bargaining unit will be a part of the orientation. The Teamsters will be allowed to have up to one (1) shop steward for each department that has a person being oriented, and business representatives participate in the orientation. Teamsters participants will be provided up to fifteen (15) minutes at the end of the orientation to speak directly with new employees in the Teamsters bargaining unit.

The Employer agrees that it will not disclose the date, time, or place of any such employee orientation described in 4.5.1. Notice, to anyone other than the employees, the Union, or a vendor that is contracted to provide a service for purpose of the orientation.

4.5.2 Employer Agreement Not to Disclose Personal Contact Information

The Employer agrees that personal contact information of unit employees (e.g. home address, personal phone number, personal email address) is private information not to be disclosed to any private (non-governmental) person or entity, other than the Union or City approved vendors such as health providers who provide benefits to Union employees, except upon written authorization of the employee. The Employer further agrees to give the Union prompt notice of request from any such person or entity for such information, along with a copy of the Employer's response to such request.

4.6 Advance Notice

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

Section 5. Salary Plan

5.1 Salary

The Salary Schedule includes the base rate of pay for each classification. The Salary Schedule consists of five (5) steps, with five percent (5%) between each step, steps (A) through (E). Employees are paid at a base salary within the range established for their position's classification.

Effective the first full pay period following adoption by the City Council or the first full pay period after July 1, 2023, whichever is later, all classifications will receive a three and a half percent (3.5%) salary increase.

Effective the first full pay period after July 1, 2024, all classifications will receive a three and a half percent (3.5%) salary increase.

5.1.1 Me-Too Clause

If during the term of this agreement, any other represented bargaining group receives a Cost-of-Living Adjustment (COLA) greater than the amounts listed above, (3.5% per year), this bargaining unit shall receive the same COLA amount. COLAs do not include equity adjustments made to classifications based on market adjustments or unit specific negotiated items. This clause shall sunset and expire at the end of the agreement.

Term: 24 months

5.2 Pay Days

Employees are paid bi-weekly. Routine paychecks compensate for regular and overtime hours. Other compensation or reimbursement may be separately identified and may not include withholding for tax purposes, except as required by law. During successor MOU negotiations, the parties will discuss moving all employees to Direct Deposit.

5.3 Salary for New Employees

The salary for a new employee entering City employment shall be the minimum salary step for the classification to which the employee is appointed, unless the City determines that appointment to another step is in the best interest of the City.

5.4 Salary Range

Each employee 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.

If the compensation for a classification is revised, employees shall be placed on the same pay step in the new pay range.

5.5 Salary Upon Promotion

When an employee is promoted, normally they will receive the first step in the salary range for the new position. If the first step does not provide a minimum of a five percent (5%) increase, the employee will be placed at the step that results in a minimum of a five percent (5%) increase not to exceed Step E of the new salary range.

5.6 Salary Upon Demotion

When an employee is demoted, their compensation is adjusted to the salary that most closely approximates the employee's salary in the higher classification. In no event will the new salary be higher than the fifth step 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 higher classification by the Department Director, shall receive the pay of the higher classification for all hours so assigned when the employee has worked their entire regular shift. After making such assignments, the City shall not reassign for sole purpose of avoiding payments of 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 MOU and shall receive the benefits afforded by it.

Employees who are appointed to a higher classification, in an acting capacity, will receive a minimum six percent (6%) increase but no less than Step A and no more than Step E of the higher classification. If the six percent (6%) increase causes the salary to fall between two steps, the appointment will be made at the higher step. Further details relating to the payment of Acting Pay and Out-of-Class pay are contained in the City's Administrative Procedures.

5.8 Entry Salary

New employees are placed at the first step of the range for the classification in which they are hired. If the

employee possesses training or experience, the employee may start at a step above the first step with the approval of the Department Head or City Manager. The City will notify the Union when a new employee is hired at a starting salary in Step "C" or above for the applicable classification.

5.9 Step Advancement

Upon completion of the probationary period of employment, an employee appointed at Step A is eligible for a step increase. Additional step increases will be on an annual basis 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 upon documented performance evaluations. In the event the employee does not receive a written performance evaluation within thirty (30) days of the employee's anniversary date, the step increase shall be approved and paid retroactive to the anniversary date.

Increases of more than one (1) step, for superior performance, may be granted with approval of the Department Director and the Personnel Officer. The City provides the Union with a report every six (6) months (once in January and once in July) listing the name of each employee who received a step increase of more than one (1) step in the preceding six (6) months.

5.10 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 employee's Department Head 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 City Manager as beneficial to the City.

5.11 Deferred Compensation

Effective the first full pay period in July 2019, Teamsters employees shall be eligible for a City matching contribution to their deferred compensation plan. The Teamster employee will receive a City matching contribution of up to two and one half percent (2.5%) of their annual salary to their deferred compensation plan. The amount of the City's matching contribution will depend on the amount of the employee's contribution. For instance, a 1% employee contribution will be matched with a 1% City contribution; a 2.5% employee contribution will be matched with a 2.5% City contribution.

5.12 Longevity

Employees receive longevity pay as follows:

- Upon completion of ten (10) years of service, the employee receives longevity pay of one percent (1.0%) of their base hourly rate of pay.

- Upon completion of fifteen (15) years of service, the employee receives an additional one and a half percent (1.5%) of their base hourly rate of pay, for a total of two and a half percent (2.5%).
- Upon completion of twenty (20) years of service, the employee receives an additional two percent (2%) of their base hourly rate of pay, for a total of four and a half percent (4.5%).
- Upon completion of twenty-five (25) years of service, the employee receives an additional two and a half percent (2.5%) of their base hourly rate of pay, for a total of seven (7%).
- Upon completion of thirty (30) years of service, the employee receives an additional three percent (3%) of their base hourly rate of pay, for a total of (10%).
- After thirty (30) years, employees will receive an additional three percent (3%) to their base hourly rate for every five (5) years.

Section 6. Hours of Work

6.1 Workweek

The workweek shall be from Sunday through the following Saturday, unless otherwise designated by the Department Director. For employees permitted to work on the 9/80 schedule, the workweek shall be mid-way through the Friday the employee works to the following Friday noon. 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.

6.2 Shift Trades

An employee may be allowed a voluntary shift trade with prior approval of the Department Director. Primary consideration shall be given to the needs of the City, with as much regard as possible for the wishes of the employee.

Section 7. Overtime, Call-Back

7.1 Overtime

Overtime must be approved by the Department Director or designee. If prior approval is not feasible due to emergency circumstances, the Department Director or designee must make a confirming authorization on the next workday following the date overtime was worked. Authorized overtime shall be paid for all hours actually worked in excess of forty (40) hours in the work week or work in excess of the employee's regular work shift. Authorized overtime will also be paid for all hours worked immediately before or after an employee work their entire regular work shift. The City shall not change the workweek to avoid paying overtime consistent with the FLSA.

7.2 Scheduled and Emergency Overtime

Scheduled overtime means that employees are given at least twenty-four (24) hours advanced notice.

Emergency overtime means that employees are not given at least twenty-four (24) hours advance notice.

Failing to perform scheduled or Emergency overtime is grounds for discipline.

When overtime work of a Public Safety Dispatcher is needed, the overtime is offered first to the Public Safety Dispatcher II class, provided that the Department has more than two (2) hours' notice of the need for overtime. If less than two (2) hours' notice is given, the Department may assign overtime to meet operational needs.

Scheduled overtime in the Operations and Utilities Department, Parks and Recreation Department, or for employees in the classifications of Building Inspector I/II or Construction Inspector I/II, will be offered first to employees in the division (i.e. water, streets, parks) for which the overtime is needed, by seniority. If the need cannot be met with the specific division, the overtime may be offered to other employees, by seniority. If less than two (2) hours' notice is given, the City will make efforts to assign overtime within the division, by seniority, but if not feasible, the Department may assign overtime to meet operational needs.

7.3 Overtime Compensation

Overtime shall be compensated at the rate of one and one-half (1-1/2) times the base rate of pay; except for holiday overtime, which shall be computed at the rate of three (3) times the base rate of pay.

For 24/7 operations, there are four categories of pay:

1. Base hourly rate: This equals an employee's annual salary divided by 2080 hours;
2. Overtime hourly rate of pay: This equals an employee's base hourly rate plus incentives multiplied by 1.5.
3. Holiday hourly rate of pay on Holiday worked as part of their regular work shift: This equals an employees' base hourly rate plus incentives multiplied by 1.5.
4. Holiday Overtime hourly rate of pay on Holiday worked: This equals an employee's base hourly rate of pay multiplied by 3.

For all other operations, there are three categories of pay:

1. Base hourly rate: This equals an employee's annual salary divided by 2080 hours;
2. Overtime hourly rate of pay: This equals an employee's base hourly rate plus incentives multiplied by 1.5.
3. Holiday hourly rate of pay on Holiday worked as part of their regular work shift: This equals an employee's base hourly rate plus incentives multiplied by 1.5.
4. Holiday Overtime hourly rate of pay on Holiday worked: This equals an employee's base hourly rate of pay plus incentives multiplied by 3.

7.4 Compensatory Time

Employees may accrue CTO to a maximum of two hundred (200) hours. CTO time shall be accrued at the employee's regular rate of pay, consistent with the FLSA. Accumulation of CTO time requires agreement between the employee and the appropriate supervisor.

Employees may cash out CTO at any time during the year; any remaining CTO is paid to the employee upon promotion, annually on the last regular paycheck in the month of December or at separation.

7.5 Call-Back Pay

Call Back Pay is paid when an employee is called for unscheduled or emergency work after the employee has returned home from a regular shift or on a day outside of the employee's regular shift. Call Back Pay is not paid when the work is scheduled or when the work is continuous with a regular shift. When an employee is called back to work, s/he shall be paid a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the employee's base hourly pay rate. The minimum of two (2) hours shall apply to the first call-back and to any subsequent call-back after two (2) hours has expired from the original call. Employees shall be given first refusal of call-back or emergency work consistent with and subservient to Sections 7.2 and 7.3.

Employees called back on a City holiday shall be paid a minimum of three (3) hours at time and one-half the employee's hourly rate of pay.

All work (other than employee's regularly scheduled work hours) performed under the call-back provision shall be compensated at one and one-half (1 1/2) times the base hourly rate of pay. Approved and appropriate leave time taken during the employee's regular work schedule prior to or after call-back shall not preclude payment of overtime during call-back.

7.6 Court Appearance

Employees who are required to testify in court in their official capacity as a police department employee and are scheduled to appear within one (1) hour after the regularly scheduled work shift, or conclude the court appearance within one (1) hour before the regularly 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 department employee 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.

7.7 Stand-by Pay

The employee who is on stand-by duty shall receive sixteen (16) hours of regular pay for each workweek of standby duty which includes Saturday, Sunday and Holidays. Sixteen (16) hours of regular pay is provided as an incentive for standby and emergency work hours.

All work performed during a standby tour of duty shall be compensated at the overtime hourly rate of pay. Standby employees shall be entitled to a minimum of two (2) hours at the overtime hourly rate for their first two call-outs per twenty-four (24) hour period. Subsequent call-outs (more than two) during a twenty-four (24) hour period shall be charged at the actual hours worked and paid at the overtime hourly rate of pay.

Employees shall not be entitled to additional standby pay for workweeks during which a holiday occurs; however, a standby employee shall be entitled to a minimum of four (4) hours pay at the overtime hourly

rate of pay for their first two call-backs on a holiday. Subsequent call-backs during a twenty-four (24) hour period shall be charged at the actual hours worked and paid at the overtime hourly rate of pay.

7.8 Fatigued Employees

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

Section 8. Differentials

8.1 Shift Differential

The City shall pay shift differential to employees as follows:

(a) Qualifications

To qualify for shift differential, an employee must have a regularly assigned daily work schedule that requires the employee to work either an evening shift or a night shift. Evening and night shifts are determined by each department as the hours vary.

(b) Shift Premiums

Effective the first full pay period following ratification of this contract by the Teamsters and adoption by the City Council, shift differential for the evening shift shall be One Dollar and Ten Cents (\$1.10) per hour worked and shift differential for the night shift shall be Two Dollars (\$2.00) per hour worked. Such shift differential shall be paid for the regularly assigned straight-time work schedule; provided however, that the shift differential will be considered in the employee's base rate of pay for the purposes of calculating overtime payments.

(c) Paid Leaves

Whenever an employee who regularly works a shift qualifying for shift differential, is on vacation, sick leave, disability or other paid or unpaid leave, will not have shift differential included in computing the pay for such leave. Such shift differential shall be paid to that employee's replacement.

(d) Shift differential shall not be paid for accrued time paid at the time of termination.

8.2 Wastewater Certification Pay

Utilities Operators and Senior Wastewater Plant Operators shall receive additional compensation in the amount of two and one-half percent (2 1/2%) above their current salary step for possession of a valid Grade IV or V Wastewater Treatment Plant Operator Certificate from the State of California Water Resources Control Board.

Utilities Operators and Senior Water Treatment Plant Operators shall receive additional compensation in

the amount of two and one-half percent (2.5%) above their current salary step for possession of a valid Grade IV or V Water Plant Operator Certificate from the State of California Water Resources Control Board. The City shall pay State Department of Public Health certification renewal fees for Water Plant Operators and State Water Resources Control Board certification and renewal fees for Wastewater Plant Operators, as well as certification renewal fees for Laboratory Technicians.

Details regarding the timing and payment of incentives are covered in the administrative Procedure on Education and Incentive Pay.

8.3 Pesticide Applicator's Certificate Pay

The City will pay an additional two and one half percent of pay (2.5%) for employees who hold a Qualified Pesticide Applicator's Certificate (QAC), Qualified Applicator's License (QAL) or a Pesticide Control Advisor (PCA) and are assigned pesticide application duties.

8.4 Training Pay – Police Department

Individuals within the classifications of Public Safety Dispatcher, Community Service Officer, Crime Scene Technician, and Animal Services Officer who are assigned by the Department to provide in-house training to employees in their assigned discipline shall receive 5% above their base salary as specified below.

Each classification will have a minimum of one (1) designated training position; however, the Department may designate as many additional positions as deemed necessary. Persons appointed to these positions will be provided with additional training necessary to qualify as an in-house trainer in their assigned discipline. The five percent (5%) training pay will only be paid to those employees appointed as in-house trainers and only during the hours the employee is providing training at the direction of the Department.

8.5 Building Inspector and Plans Examiners Certifications

Building Inspector

Building Inspectors shall be entitled to receive compensation of an additional one and one-half percent (1.5%) per certification up to a total of six percent (6%) above base pay for receiving and maintaining any of the four (4) department-approved Essential Certifications or their equivalent:

Essential Certifications:

- ICC Residential Building Inspector or ICC California Residential Building Inspector
- ICC Commercial Electrical Inspector (based on the NEC)
- ICC California Commercial Mechanical Inspector or IAPMO Mechanical Inspector
- ICC California Commercial Plumbing Inspector or IAPMO Plumbing Inspector

In addition, once a Building Inspector receives the four (4) Essential Certifications specified above, they shall be entitled to an additional one percent (1 %) above base pay for each additional ICC certificate received and maintained from those approved by the Department, up to an additional three percent (3%) total.

Department Approved Certificates:

- ICC Commercial Building Inspector or ICC California Commercial Building Inspector
- CASP (Division of State Architect's, DSA, Certified Access Specialists Program Certification) certification
- ICC Building Plans Examiner or ICC California Building Plans Examiner

Plans Examiner

Plans Examiners shall be entitled to receive an additional one and one-half percent (1.5%) per certificate up to a maximum of six percent (6%) above base pay for receiving and maintaining any of the four (4) following Essential Certifications or equivalent:

Essential Certifications:

- ICC Residential Building Plans Examiner
- ICC Building Plans Examiner or ICC California Building Plans Examiner
- IAPMO UPC Plumbing Plans Examiner or IAPMO California Plumbing Plans Examiner
- IAPMO UMC Mechanical Plans Examiner or IAPMO California Mechanical Plans Examiner

In addition, once a Plans Examiner receives the four (4) ICC certificates specified above, they shall be entitled to an additional one percent (1 %) above base pay for each additional ICC certificate received and maintained from those approved by the Department, up to an additional three percent (3%) total.

Department Approved ICC Certificates:

- CASP (Division of State Architect's, DSA, Certified Access Specialists Program Certification) certification
- ICC Electrical Plans Examiner
- ICC Commercial Building Inspector or ICC California Commercial Building Inspector

No employee may be entitled to receive more than nine percent (9%) total above base pay under this section 8.5.

8.6 Construction Inspectors

Construction Inspectors shall be entitled to receive compensation of an additional one and one-half percent (1.5%) per certification up to a maximum of three percent (3%) above base pay for receiving and maintaining City Manager-approved certifications that are not required by the position's job description.

8.7 Code Enforcement Officers Certifications

Employees in the Code Enforcement classification shall be entitled to certification pay of three percent (3%) to base pay for all Code Enforcement officers who are certified through California Association of Code Enforcement Officers (CACEO).

8.8 Public Safety Dispatchers Certifications

Public Safety Dispatchers shall receive three percent (3%) above base pay for receiving and maintaining a Dispatcher Intermediate POST Certificate.

8.9 Equipment Mechanic Certifications

Equipment Mechanics shall be entitled to receive compensation of an additional one and one-half percent (1.5%) per certification up to a total of three percent (3%) above base pay for receiving and maintaining City Manager-approved certifications that are not required by the position's job description.

8.10 Crane Assignment Pay

Effective July 1, 2007, employees who are assigned Crane Operations duties and who are required to obtain and maintain the required Crane Operator certification shall receive an additional one and one-half percent (1.5%) above base pay.

8.11 Commercial Driver's License Pay

Employees in classifications that are required to maintain a Class A Commercial Driver's License shall receive an incentive pay of Nine Hundred Dollars per year (\$900), prorated per pay period.

8.12 Hazard Pay for CPU

Employees who work in the Community Preservation Unit will receive three percent (3%) hazard pay for all hours worked due to the handling of needles, urines, feces, and other hazardous items.

Employees who assist the CPU with encampment cleanups will receive three percent (3%) hazard pay for time worked assisting with encampment cleanups due to the handling of needles, urine, feces, and other hazardous items.

8.13 Universal EPA Certificate Pay

The City will pay a premium of \$1,400 annually, prorated per pay period, to employees in the Building Maintenance Worker series or the Utility Mechanic series who (i) hold a Universal EPA certification allowing them to purchase and handle refrigerant and (ii) are assigned duties related to the City's refrigeration and HVAC systems that require the purchase and handling of refrigerants.

8.14 Water Distribution Operator Certification Pay

The following positions are eligible for a certification incentive pay of 2.5% upon receipt of their Grade 1 or 2 permanent Water Distribution Operator Certification:

- 1) Laboratory Technician I/II
- 2) Electrician

A certification pay incentive of 3.5% will be added to the base pay of the Electrician who is working on water well maintenance upon the receipt of a permanent Grade 3 Water Distribution Operator Certification.

Total Certification pay shall not exceed 3.5%.

Section 9. Allowances

9.1. Education Material and Training

The City pays for education material and necessary training courses to obtain and maintain certification(s) and/or to perform duties the City may require.

The City assists employees in the following manner:

- 1) Tracking certification requirements and completion dates for each employee;
- 2) Reimbursing the employee for the cost of the certificate application;
- 3) Reimbursing the employee for the cost of tuition, approved books and materials and mileage to attend required classes or seminars;
- 4) Providing an appropriate number of paid leave hours to obtain or maintain such required certificates as approved by the department director or designee; and
- 5) Upon successful completion of the test, the cost of the test.

Employees are responsible for obtaining prior approval from department head or designee for each specific course or seminar, time, location, and cost, providing receipts for expense reimbursement, and returning books to City or other employee usage.

9.2 Education Reimbursement

Upon Department Director approval, an employee who completes a course of study and receives a grade of "C" or better may be reimbursed for books, and tuition up to a maximum of \$5,000.00 per year, to a lifetime maximum of \$20,000.00.

9.3 Certification Allowances

Employees who are required, as a part of his or her job duties, to attend training for Contact Hours or Continuing Education Units to maintain job required certifications, will be reimbursed for all costs of travel, hotel, meals, and course fees, and any other expenses related to training. To be eligible for reimbursement, employees must request and receive written approval to participate in the training course from their Department Head or designee prior to taking the course and incurring related expenses.

9.4 Uniforms – Parks, Operations and Utilities

The City provides and maintain uniforms for employees designated to wear mandatory uniforms in the Mobility and Housing, Parks and Recreation, and Operations and Utilities Departments. Uniforms remain the property of the City and are to be returned by the employee upon separation or movement to another classification of employment.

The quality of uniforms should ensure comfort and good fit and should be adequate for weather conditions. When the City is unable to provide a uniform to adequately fit an employee, the employee may request approval from the Department Head or designee to purchase and receive reimbursement for alternative uniform apparel within the City of Tracy uniform standards. Approval will not be unreasonably denied. Uniforms will be maintained by the City in accordance with the provisions of the Administrative Procedure on Uniforms.

The City will provide the appropriate marine gear for those employees that work on waterways.

9.5 Uniforms Allowance

Upon hire, the City shall provide the Crime Scene Technicians, Animal Service Aides, Animal Services Officers, Crime Prevention Specialists, Community Service Officers, Property/Evidence Technicians, Senior Property/Evidence Technician, Public Safety Dispatchers, and Code Enforcement Officers receive a uniform allowance of Eight Hundred Dollars (\$800) on the regular payday following their appointment. Thereafter, these classifications receive a uniform allowance of thirty dollars and seventy-seven cents (\$30.77) per pay period. Uniform allowances paid in each pay period will be effective July 1, 2024.

9.6 Safety Boots and Prescription Safety Glasses

A. Safety Boots

The City will purchase or reimburse up to \$230.00 per employee per fiscal year for those employees required to wear safety boots in accordance with the provisions of the Safety Boot Administrative Procedure. Such reimbursement will include for accessories to safety boots.

The City establishes accounts with a sufficient number of local vendors. Eligible employees will be issued a purchase order by their respective departments to purchase safety boots or may choose to be reimbursed upon submittal of a receipt. An employee may purchase more than one (1) pair of boots up to two hundred and thirty (\$230) per fiscal year.

Safety boots that are a hazard due to wear or damage, through no fault of the employee, will be replaced by the City. Employees who lose or intentionally damage boots, so the boots are no longer safe, will be responsible for the full cost of replacing the boots.

Employees are responsible for purchasing boots that meet or exceed the standards and specifications provided by the City.

B. Prescription Safety Glasses

The City establishes accounts with a sufficient number of local vendors. Eligible employees will be issued a purchase order by their respective departments to purchase prescription safety glasses or may choose to be reimbursed upon submittal of receipt. Prescription safety glasses are provided for employees required to wear safety glasses due to the nature of their job once every twenty-four (24) months. The City pays for the basic safety frame.

The maximum reimbursable value for prescription safety glasses is one hundred ninety dollars (\$190) every twenty-four (24) months. On a case-by-case basis the City reasonably accommodates or reimburses

employees with complex prescriptions that exceed the allowance.

Employees who lose or intentionally damage glasses so they are no longer safe, will be responsible for the full cost of replacing the glasses.

Employees are responsible for purchasing prescription safety glasses that meet or exceed the standards and specifications provided by the City.

9.7 Tool Replacement

When the Department Director approves the use of personal tools for the performance of City work, the employee will receive an allowance of two hundred fifty dollars (\$250.00) annually on the first payroll in December.

Employee-owned tools that are broken or stolen while at work will be replaced by the City. The broken tool must be given to the supervisor and a police report must be filed in the event of theft.

9.8 Equipment and Clothing Return

City-furnished equipment and clothing remains property of the City and must be returned when an employee separates employment.

9.9 Meal Allowance

The City pays a meal allowance of ten dollars (\$10.00) for employees who perform a minimum of two (2) hours of "unanticipated" overtime or callback work that extends through a regular mealtime. The two (2) hours minimum may be continuous to a regular shift, prior to a regular shift, or a call-back, but must occur during the employee's regular mealtime, not to exceed three (3) meal allowances per twenty-four (24) hour period. "Unanticipated" means that the affected employee did not receive notice until the same day as the overtime assignment occurred.

Standby employees who are called out to work receive meal allowance when the call out lasts more than four (4) hours and extends through a regular meal period, not to exceed three (3) meal allowances per twenty-four (24) hour period.

9.10 Mileage Reimbursement

An employee who is required to provide transportation for the performance of their job or to attend required training is compensated at the Internal Revenue Service (IRS) mileage rate. This reimbursement does not apply to employee commutes to or from their residences.

Section 10. Holidays

10.1 Paid Holidays

Regular full-time employees receive eight (8) hours of pay per holiday.

The following are authorized holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February Memorial Day
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Floating Holidays (2)	

Two (2) Floating Holidays (16 hours of leave) will be credited to vacation balances on an annual basis each January. New employees shall be granted two (2) holidays or sixteen (16) hours, if hired between January and June; twelve (12) hours if hired between July and September and eight (8) hours if hired between October and December.

10.2 Paid Holidays for 9/80 Work Schedule

The 9/80 work schedule is a work schedule in which an employee works 80 hours in a pay period. Typically, the employee works four nine (9) hour days and one (1) eight-hour day in the first week and then work four nine-hour days and have a day off in the other week.

- (a) If a holiday falls on a nine (9) hour workday, the number and hours of paid City holidays will not change. A holiday is eight (8) hours. If a holiday occurs during the work period on a normal nine (9) hour day, employees will receive eight (8) hours for the holiday and will need to use one (1) hours of vacation, comp time, or available floating holiday time to make up the additional hour.

10.3 Saturday and Sunday Holidays

If a holiday falls on a Sunday, the employee is granted the following Monday as a holiday. If a holiday falls on a Saturday, the employee is granted the preceding Friday as a holiday. If a Holiday falls on a Friday City Hall is closed; eight (8) hours of leave is credited to vacation.

10.4 Observed Holidays

The City observes holidays proclaimed by the Governor of the State of California or the President of the United States that are approved by the City Council.

10.5 Pay Rate for Holiday Work

Regular full-time employees required to work on an recognized holiday occurring during their workweek receive eight (8) hours of holiday pay and are compensated at one and a half (1.5) times the employee's hourly rate of pay for hours actually worked up to the number of hours in the employees regular work shift.

Section 11. Vacations**11.1 Vacation Accrual**

Employees accrue vacation based upon length of continuous months of service per pay period as follows:

Months Continuous Employment	Accrued Hours
0 to 59	3.6924
60 to 119	5.2308
120 to 179	6.7693
180+	7.3847

11.2 Vacation Accumulation

The maximum accrual of vacation is four hundred (400) hours.

11.3 Vacation Scheduling

Annual vacations are scheduled by employees with the approval of the division head. Preference in scheduling is based upon seniority. Any vacation use other than regular yearly scheduled vacation requires a minimum of twenty-four (24) hours' notice and supervisor approval.

11.4 Vacation Pay

Employees may use vacation upon completion of six (6) months of employment. Vacation may be taken the pay period following its accrual.

11.5 Vacation Pay Upon Termination

Upon termination, employees will be paid for accrued vacation at the straight-time rate of pay.

11.6 Vacation Sell-Back

Employees are allowed an optional sell back of accumulated leave, but not more than the equivalent of 50% of one year's accrual rate for vacation and floating holiday leave. Effective January 1, 2025, employees who elect to cash out vacation or floating holiday leave must make an irrevocable election in the prior calendar year.

By November 1 of each year, beginning in 2024, an employee may make an irrevocable election to cash out up to 50 percent (50%) of vacation leave and floating holiday leave that will accrue in the next calendar year. The employee can elect to receive the cash-out on any pay period after the second pay period in July.

Section 12. Sick Leave**12.1 Accrual**

Employees accrue three point six-nine (3.69) hours of sick leave per pay period.

12.2 Approval

Sick leave may be requested and used as approved by the Department Director or the Personnel Officer.

An employee requesting sick leave should exercise reasonable diligence in notifying their supervisor prior to the time set for reporting to work.

12.3 Use

Sick leave should 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. Immediate family is defined as individuals covered by California Law. Sick leave may also be used by employees who are victims of domestic violence, sexual assault or stalking and who need to take time off of work for any of the reasons set forth in California Labor Code sections 230 and 230.1.

The City may require a justification for the need for this leave before approving the leave. Employees may use a maximum of six (6) days per year of sick leave accrual for the purpose of family sick leave. In unusual instances, the Department Director may extend family sick leave provisions beyond six (6) days per year. For all family sick leave taken in excess of the amount statutorily required by California Law, "immediate family" means the employee's parent, spouse or domestic partner and dependent children, parent-in-law, sibling, grandchild or grandparent.

12.4 Health Care Provider's Certificate

The City has a legitimate concern in preventing abuse of sick leave claims. If the City has a reason to believe that sick leave is being abused, it may request that any absence be verified. The City will provide oral or written notice to the employee after it suspects that sick leave is being abused. The City may request a health care provider's note from an employee only after three (3) consecutive sick days, except the City may request a health care provider's note after one (1) sick day where the City has identified and provided oral or written notice to the employee of possible sick leave abuse. The City may prescribe forms to be used for this verification.

The Department Director or City Manager may require a written statement from a health care provider that an employee is capable and released to return to the performance of all duties of their position.

12.5 Sick Leave at Death/Termination

Upon death, the employee's estate receives straight-time rate of pay for accrued sick leave in excess of one hundred and twenty (120) days (nine hundred sixty hours).

If an employee terminates or is terminated for any reason, all accumulated sick leave is canceled.

Accumulated sick leave up to one hundred and twenty (120) days is credited to an employee if the employee returns to City employment within two (2) years of termination.

12.6 Sick Leave Conversion at Retirement

Employees who retire 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 is determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay as defined in this Agreement.

The retired employee and the employee's dependents are entitled to continued group health insurance coverage currently in effect. The premium for such coverage will be deducted from the medical insurance bank until the bank is exhausted. At that time, the coverage may be converted to an individual policy at the discretion of the employee pursuant to the terms and conditions set by the Teamsters Managed Trust.

Subject to approval by the City and Teamsters Managed Trust, retirees may elect to utilize funds in their medical insurance bank to purchase alternate medical coverage.

12.7 Retiree Medical Sick Leave Conversion Reopener

The parties agree to continue meeting and conferring up to and including the impasse procedures over the sick leave conversion at retirement with the goal to replace it with a pre-funded retiree medical retirement system. This provision expires on June 30, 2025.

12.8 Catastrophic Sick Leave Program

An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if she/he has suffered a catastrophic illness or injury which prevents the employee from being able to work. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

ELIGIBILITY:

1. The recipient employee or any other employee may submit a written request to the Human Resources Division to initiate the process.
2. The recipient employee is not eligible so long as she/he has paid leaves available; however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A medical verification must be provided by the recipient employee.
4. A recipient employee is eligible to receive 90 working days of donated time per employment.
5. Donations of vacation and/or compensatory time shall be made in increments of full hours. Donations are irrevocable. Unused hours remaining when the recipient returns to work or terminates employment with the City shall be retained by the recipient.
6. The donor's hourly value will be converted to the recipient's hourly value, and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
7. The donor employee may donate vacation, compensatory time, or in lieu of holiday time, which shall be converted to recipient employee's sick leave balance and all sick leave provisions will

apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.

8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. In the event of the death of the recipient while still employed by the City, any donated unused leave time remaining at the time of death will be paid to the recipient's estate at 100% of the value at the employee's final hourly rate.
10. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the City's sole discretion and shall be final and non-grievable.

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.

Three (3) consecutive calendar days following the last day worked constitutes a waiting period before Workers' Compensation starts. The time the employee is scheduled to work during this waiting period will not be charged to the employee's sick leave and/or vacation accruals if the claim is accepted. In order to qualify for Workers' Compensation, the employee must be under the care of a physician. For accepted claims temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds 21 days.

Temporary disability payments under Workers' Compensation laws will be integrated with the employee's accumulated sick leave and vacation leave. In such circumstances, the employee shall be paid the difference between the disability payments and his/her full salary. Payments from the insurance carrier for disability arising out of and in the course of employment shall be paid to the employee and forwarded to the City. The amount of such payment or payments shall be deducted from the monies which the employee would otherwise receive from the City.

Payments from the insurance carrier plus the monies paid to the employee by the City shall be equivalent to the employee's regular full pay.

In no case may an employee receive more income than the amount of his/her normal pay. Employees must turn in checks received from insurance carrier to the City.

Section 14. State Disability and Paid Family Leave

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

To the extent accumulated sick leave or vacation leave is available; the employee will continue to receive normal paychecks. Payments received from the state 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 his/her 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.

Additionally, employees may be eligible to receive Paid Family Leave in accordance with State Law and City Policy. In such cases, the PFL will be integrated with pay in the same fashion as State Disability Insurance.

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 24 hours after the last date of the approved leave shall be cause for discharge.

For leaves of absence without pay for reasons which qualify as leave under the Family and Medical Leave Act, the City will pay health benefits in accordance with the provisions of the Family and Medical Leave Act.

15.2 Bereavement Leave

- (a) In the event of a death in the immediate family, employees shall be granted leave up to a maximum of five (5) working days. The employee may, with the Department Director'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 be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave. Upon request, the employee shall provide appropriate verification of attendance and/or relationship.

The immediate family of an employee is defined as: parents, step-parents, parents in-law, spouse, domestic partner, 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 50% dependent on an employee.

- (b) In special cases, with the approval of the Department Director, and the Personnel Officer may grant a death leave in other circumstances.

15.3 Military Leave

- (a) Military leave shall be granted in accordance with provisions of state and federal laws. An employee entitled to military leave shall give the Department Director 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 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 restoration.

- (c) A person employed by the City to fill a position made vacant by an employee on military leave of absence shall hold such position subject to being laid off upon any of the said employees being restored to their former positions. An employee promoted to fill a position made vacant by an employee on military leave shall hold that position subject to being restored to his/her former position upon return of the employee.

15.4 Maternity Leave

Maternity leave shall be granted in accordance with City Policy and applicable state and federal laws.

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

An employee shall be entitled to a leave 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 a leave of absence shall be granted, with pay, up to the amount of the difference between the employee's regular earnings and any amount received for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee.

Such a leave of absence shall not be charged against the employee's sick leave or vacation leave. Any employee released from jury duty prior to the end of their regular shift shall then report to work; provided, however, that this combination of jury duty and work time shall not exceed, within a 24-hour time period, the total number of hours of the employee's regular schedule.

An employee who is seated as a juror or alternate juror shall inform the supervisor on or before the day the trial begins of the estimated length of the trial. If an employee is required to serve on jury duty on a regularly scheduled day(s) off, the City will endeavor to reschedule the day(s) off beginning with the sixth day of a combination jury duty and work duty, provided that such rescheduling does not require the payment of overtime.

An employee who is assigned to a night or evening shift will be reassigned to a day shift for the scheduled work week, and night or evening shift premium pay shall not be discontinued during the period of assignment.

15.7 Voting Leave

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

15.8 Attendance and Leave Reports

Absence of all employees on vacation leave, sick leave, compensatory leave and leaves without pay granted by Department Director, shall be reported to the Department Director. Such reports shall indicate the hour and date of employment and regular days off included within the period of absence.

15.9 Attendance

Effective upon adoption of this Agreement, any employee who fails to call or show for work shall receive an oral reprimand on the first occasion; a written reprimand on the second occasion, a three (3) day suspension on the third (3rd) occasion and shall be terminated on the fourth (4th) occasion during an eighteen (18) month period. A failure to call or show for work is defined as no contact with employee's supervisor or department management within the first hour of an employee's scheduled shift. The City shall require verification when an employee submits any justification for the failure to call or show for work. The City shall consider any justification and verification submitted by an employee before exercising its right to impose discipline under this section.

Section 16. Insurance

16.1 Health and Welfare

Effective August 1, 2023, the City will contribute \$1,778.00 monthly for Kaiser plan participants and \$2,314.00 monthly for UnitedHealth Care plan participants.

If premiums increase in the Teamsters Manage Health Care Trust Fund Plan L30/M10II-M10III/D2 Kaiser or United Health Care plan, to which City employees are enrolled, effective October 1, 2023, the City shall increase its contributions to cover up to seven percent (7%) of the premium increases.

If premiums increase in the Teamsters Managed Health Care Trust Fund Plan L30/M10II-M10III/D2 Kaiser or United Health Care plan, to which City employees are enrolled, effective October 1, 2024, the City shall increase its contributions to cover up to seven percent (7%) of the premium increases.

If during either of the two years of this agreement premiums increase above 7%, the parties shall schedule a meeting to discuss what options are available to address the increase in health insurance premium costs.

In the event that modifications or amendments to the existing terms and conditions of participation in the Teamsters Managed Trust Plan which would increase the City's liability and/or cost other than the maximum contribution per month per employee, are enacted by the Trust, the City may, at its sole option, terminate participation in the Trust upon 30 days' notice to the Union and the Trust. If the City exercises this option during the term of the MOU, the City will meet and confer with the Union regarding substitute health provisions which are substantially equivalent to health and welfare benefits then being provided to other City bargaining units.

16.2 Life Insurance

The City agrees to maintain the life insurance component of the Trust at Thirty Thousand Dollars (\$30,000) total, including the amount covered as part of the standard Health and Welfare Plan. The City agrees to

pay the entire premium for the additional life insurance which shall be paid separately from the monies the City allocates for health and welfare, dental and vision.

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 Personnel Officer or, under the Personnel Officer's direction, the Department Director, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of a new or promoted employee and to determine whether the employee is fully qualified for the position.

17.2 Duration

The probationary period for new and promoted City employees shall be six (6) months. Employees hired into the classifications of Public Safety Dispatcher I/II or Senior Public Safety Dispatcher, Water Treatment Plant Operator I/II/III, Wastewater Treatment Plant Operator I/II/III and Utility Operator shall have a probationary period of twelve (12) months.

An employee who is in a probationary status may be rejected without cause, without right of appeal and without recourse to the Grievance Procedure as provided in Section 22 hereof, except as provided in section 17.5.

17.3 Promotion

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

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

17.4 Probationary Reports

No less than two (2) written performance reports of each probationary employee shall be made by the Department Director or their designee during the probationary period according to rules established by the Personnel Officer. Those written reports will consist of at least one (1) report given halfway through the probationary period and the second report given at the end of the probationary period.

17.5 Effect of Probationary Period

The Personnel Officer may terminate, without cause, an employee at any time during the probationary period. Said employee shall have no recourse to any provisions for appeal set forth in the rules and regulations, except where there is an allegation of discriminatory bias, in which case, the formal appeal process may be used. An employee rejected during the probationary period following a promotional appointment shall be reinstated to the classification from which he/she was promoted if a vacancy exists

in such classification, unless the employee is discharged for cause as set forth in Section 21. If no vacancy exists in the classification from which the employee was promoted, the employee may exercise the displacement procedures set forth in Section 19(b). Probationary promotional employees are exempt from this section in cases of dismissal for cause.

For purposes of this section, "Discriminatory bias" shall be defined to be consistent with the specific bases for protections against employment discrimination as provided under California Government Code section 12940(a) of the California Fair Employment and Housing Act ("FEHA").

Section 18. Miscellaneous Personnel Actions

18.1 Vacancies in the Competitive Service

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

- (a) The City Manager determines that there is an internal applicant pool and that the best interests of the City will be served by promoting from within.
- (b) The person selected shall be the most qualified applicant for the job; and
- (c) Any promotional examination shall comply with the City, state and federal rules and regulations governing competitive examinations.
- (d) If the City Manager decides not to utilize a promotional only exam, the action of the City Manager shall be grievable under the grievance procedure of Section 22.2 of this MOU.

18.2 Vacancies in City Service

Prior to a vacancy being filled through the process outlined in this section, the lateral process is first reviewed for internal employees wishing to transfer to a new work assignment.

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

- (a) By appointment of eligibles from re-employment lists;
- (b) By consideration of eligibles from promotional lists;
- (c) By consideration of eligibles from an open eligibility list.

The City will determine the number of applicants from a promotional list to interview for any position. The most qualified applicants who are current City employees are interviewed prior to the consideration of any equally qualified applicant from an open list.

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 (1) position to another position in the same or comparable classification upon approval of the affected Department Directors. Transfer may be made at any time by the Personnel Officer. Transfer may not be used to effect promotion, demotion, advancement or reduction in pay. Employees may only be transferred if they meet the minimum qualification for the position. Upon noticing the Personnel Officer, an employee may be transferred by the appointing power at any time from one position to another position at a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involving the performance of similar duties and requiring substantially the same qualifications.

18.4 Provisional

The Personnel Officer may appoint an employee to an allocated full-time position subject to certain conditions identified by the Personnel Officer. The Personnel Officer may appoint an employee who does not meet the minimum qualifications for the position appointed. Employees so appointed must satisfy the minimum qualifications or specified conditions prior to completion of the applicable probationary period.

18.5 Reclassification

The Personnel Officer may reclassify an incumbent to a new job classification with the same or higher maximum rate of pay based upon an analysis of job responsibilities and duties where a preponderance of the work performed is outside of the originating class. For purposes of the probationary period, a reclassification is the same as a promotion if it results in the employee's salary increasing by five percent (5%) or more. The probationary period for reclassified employees may be waived at the discretion of the Personnel Officer.

18.6 Flex Staffing

The City may choose to Flex Staff (promote) classes within the same job family that contain entry or journey positions to entry/journey or advance/journey level positions. Flex Staffing gives the flexibility to hire employees at the less experienced level or at the more experienced level depending upon applicant qualifications and City staffing needs. All positions in the following classifications are designated for flexible staffing.

From

Animal Services Officer I
 Building Inspector I
 Building Maintenance Worker I
 Construction Inspector I
 Equipment Mechanic I
 Laboratory Technician I
 Public Safety Dispatcher I
 Wastewater Treatment Plant Operator I
 Wastewater Treatment Plant Operator II
 Water Treatment Plant Operator I

To

Animal Services Officer II
 Building Inspector II
 Building Maintenance Worker II
 Construction Inspector II
 Equipment Mechanic II
 Laboratory Technician II
 Public Safety Dispatcher II
 Wastewater Treatment Plant Operator II
 Wastewater Treatment Plant Operator III
 Water Treatment Plant Operator II

Water Treatment Plant Operator II
Engineering Technician I
Plan Examiner I
Maintenance Worker I
Utilities Worker I
Utility Mechanic I

Water Treatment Plant Operator III
Engineering Technician II
Plan Examiner II
Maintenance Worker II
Utilities Worker II
Utility Mechanic II

Section 19. Layoff and Recall

A permanent employee 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 a Department Director 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 job classification according to reverse order of seniority as defined by total City service.
- (b) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which the employee previously held permanent status, provided the displaced employee has less total City service. Total City service means as a full-time employee.
- (c) An employee may demote or transfer to a vacant position in a classification for which the employee possesses the necessary skills as determined by the minimum qualifications and job specifications for 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 eligibility list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, a re-employed employee shall not be eligible for benefits for which s/he received compensation at the time of, or subsequent to the date the employee was laid off.

Section 20. Separation from Service

20.1 Resignation

An employee wishing to resign from employment shall file with the Department Director a notice of intention to leave at least two (2) weeks in advance. In the event the employee provides two (2) weeks' notice, the employee shall receive his/her final paycheck on the last day's work.

20.2 Reinstatement

A permanent employee who has resigned in good standing may request reinstatement to a position in his/her former classification. The City Personnel Officer (the City Manager) may reinstate such employee

to a vacant position pursuant to City Policy. Upon reinstatement, the vacation accrual rate shall be restored based upon total city service incurred up to the date of separation of employment from the City of Tracy. 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

An employee terminating City employment, for whatever reason, shall be interviewed by his/her immediate supervisor, who shall advise the employee of both the employee's 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 Personnel Officer for just cause. Whenever it is the intention of the Department Director to discharge an employee in the competitive service, the Personnel Officer shall be notified and Personnel Officer's prior approval obtained. The City agrees to give any employee who is being discharged at least five (5) working days' notice of such disciplinary action.

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 Personnel Officer, the Department Directors, nor the Finance Manager, for the purpose of making collections.

21.3 Outside Employment

An employee may not carry on, concurrently with his/her public service, any private business, public office, employment or undertaking, attention to which affects the time or quality of his/her work, or which creates a conflict of interest with his/her 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 Department Director or designee.

21.5 Disciplinary Action

This section shall apply to the following disciplinary actions:

- Oral Reprimand
- Written Reprimand

Suspension
Demotion
Discharge

21.6 Causes for Disciplinary Action

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

- a) Fraud in securing employment
- b) Failure to perform/execute job duties
- c) Failure to complete assignments in a timely manner
- 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/Department rule, regulation, policy and/or manual
- m) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, 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.
- n) Theft or sabotage of City property
- o) Fighting, assault and/or battery

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. Any such oral reprimand shall be considered final, subject only to protest in writing to the employee's personnel file.

21.8 Types of Discipline

Any authorized supervisory employee may propose disciplinary action for cause against an employee under his/her supervision in accordance with the procedures outlined in this MOU. In general, the City shall adhere to the principles of progressive discipline.

21.8.1 Oral Reprimand

Verbally notifies the employee that his/her performance or behavior must be improved. Oral warnings are generally given by supervisors when counseling has failed to produce the desired changes. The warning defines the areas in which improvement is required, sets up goals leading

to this improvement, and informs the employee that failure to improve will result in more serious action. Although the supervisor makes a note of the content of the warning or sends a confirming memo to the employee, no record is placed in the employee's permanent personnel file unless subsequent action is necessary. Oral reprimands are not subject to the disciplinary appeal procedure set forth in this MOU. However, employees may file a response to the oral reprimand to be placed with any documentation related to the oral reprimand in the file.

21.8.2 Written Reprimand

Official notification to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if said cause is not corrected. Written reprimands should be given in consultation with the Human Resources Director. Written reprimands shall be made a part of the employee's official personnel record and may be considered as pertinent evidence or information in any hearing.

21.8.3 Suspension Without Pay

A suspension without pay for any period of time is subject to the disciplinary appeal procedure set forth in this MOU.

21.8.4 Reduction in Step Within Range as a Disciplinary Measure

Is the withdrawal of step advancements granted for merit, efficiency, and length of service. Reduction in pay shall become effective on the effective date of the disciplinary action. Reduction may be made on permanent or a temporary basis. Reductions of pay are subject to the disciplinary appeal procedure set forth in this MOU.

21.8.5 Demotion Without Consent

Shall be a reduction in classification to a classification having a lower maximum salary with a corresponding reduction in salary as set forth in section 8.9.2 of the City's Personnel Rules. Demotion without consent may be made to the classification having the lowest maximum salary in the classification series or a classification series comparable to that within which the employee's position is located. Demotion may be made on a permanent or temporary basis. Demotions are subject to the disciplinary appeal procedure set forth in this MOU.

21.8.6 Dismissal

The termination of an employee from the City service. Dismissals are subject to the disciplinary appeal procedure set forth in this MOU.

21.9 Procedures for Disciplinary Action

Written Notice/Pre-Discipline Meeting/Final Action

The City shall issue a written notice of discipline, describing the intended discipline, the basis for the discipline, and attaching any documents upon which the discipline is based. The City shall provide the employee an opportunity to respond to the disciplinary action, either orally or in writing, within 10 calendar

days of such written notice of discipline. If the employee chooses to respond orally, the Human Resources Director shall designate a City official, not involved in the disciplinary decision, who shall convene a meeting to hear the employee's response. If the employee chooses to respond in writing, the written response shall be logged in the employee's personnel file. No further appeal shall be permitted. In the case of a written reprimand, the employee may respond by submitting a written rebuttal to be logged in the employee's personnel file.

For discipline that is equal to or greater in severity than a suspension, including a demotion or reduction in pay, the City shall issue a notice of intent to impose discipline, describing the intended discipline, the basis for the discipline and attaching any documents upon which the discipline is based. The notice shall state that the employee has a right to respond, either orally or in writing, before discipline is imposed. A copy of the notice will be sent to the Union office. The City shall set the pre-discipline meeting approximately one (1) week from the date of the notice, unless a different time and date is set by mutual agreement.

For discipline that is equal to or greater in severity than a suspension, including a demotion or reduction in pay, the Human Resources Director shall designate a City official who is disinterested in the matter who shall convene a meeting to review the employee's response before imposing discipline (*Skellv* meeting). The employee shall be entitled to a representative of his/her choice; provided, however, that the inability of a particular representative to attend the meeting shall not be cause for requiring a continuance of the meeting unless it can be re-scheduled in a reasonable amount of time. At the meeting, the employee shall be provided the opportunity to respond to the charges and to present any new information for consideration by the City.

At some reasonable time, but no longer than thirty (30) calendar days, after the employee has been provided an opportunity to respond to the charges, the City shall issue a final notice of discipline. The notice shall notify the employee of his/her right of appeal.

21.10 Disciplinary Appeal Process

21.10.1 Employee's Right to Representation During Appeal Process

At any step in the disciplinary appeal procedure, the employee concerned may choose to represent himself/herself or may be represented by a union representative, and/or by legal counsel. The employee concerned shall be personally present at all stages of the disciplinary appeal process unless that employee specifically waives the right in writing.

21.10.2 Appeal Process (for discipline equal to or greater than 5-day suspension or reduction in pay)

Employees shall have the right to appeal from the final notice of discipline any final discipline imposed. The notice of appeal must be received within thirty (30) calendar days from the date of the final notice of discipline, or the right to proceed to the next appeal level under this MOU shall be forfeited and the discipline shall become final.

Hearing Officer Selection: The appeal shall be heard by an independent hearing officer. The hearing officer shall be selected from among a list of seven (7) names provided by the Federal Mediation and Conciliation Service, or from a similar body mutually agreed to between the parties. After a toss of a coin to decide which party shall strike first, the representative of the City and the employee (or the employee's representative) shall alternately strike one name from the list until one name remains and

such person shall act as the hearing officer. This procedure shall be followed until there is an available arbitrator.

Costs: The costs of the hearing officer shall be borne by the City. Either party may request that the hearing be transcribed, and the requesting party shall bear the expense of the transcript and court reporter's fees. If the transcript is jointly requested by both parties, both parties will share equally in the expense of the transcript and court reporter's fees.

Hearing Officer Authority: The hearing officer shall have the authority to convene the hearing, receive evidence through testimony and documents and make findings of fact and conclusions about the discipline. Within sixty days (60) of the close of the hearing, the hearing officer shall serve a decision on the parties. The Hearing Officer's decision shall be final and binding on all parties.

Waiver of Steps or Time Limits: Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived upon consent of all parties involved.

Section 22. Grievance Procedures

22.1 Purpose

The purpose of this procedure is an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time. When feasible, complaints and grievances will be handled during the regularly scheduled working hours of the parties involved.

22.2 Definitions

- a. A grievance is a complaint of one (1) or more employees or a dispute between Teamsters and the City involving the application or enforcement of the express terms of this Agreement or any personnel rule or policy.
- b. A grievant is one (1) or more employees or Teamsters who submits a grievance.
- c. Grievances involving the payment of compensation may be filed at Step 3.
- d. Disciplinary actions of an employee are not subject to the grievance procedure. Those matters are governed by the disciplinary procedures set forth in this Agreement.

It is the City's intent to deal with and settle complaints and grievances informally and at the nearest practical organizational level and as promptly and fairly as possible.

A grievance is processed in the following manner:

22.2.1 Informal Grievance Procedure:

A grievance must be filed within thirty (30) calendar days of the knowledge of act(s) or omission(s) giving rise to the grievance. Failure to file the grievance within this time period results in denial of the grievance as null and void. Within thirty (30) calendar days of the knowledge of the act(s) or omission(s) giving rise to the grievance, the grievant or the grievant's Union representative must

discuss the grievance with their immediate supervisor, who will investigate and attempt to resolve the matter. The supervisor will give the grievant a written reply within ten (10) calendar days after the discussion. If the grievant is not satisfied with the reply, he/she may proceed to the Formal Grievance Procedure.

22.2.2 Formal Grievance Procedure

Step 1 – Review:

Any grievance not resolved by the Informal Grievance Procedure, may be submitted in writing by the grievant to their supervisor and Department Head, along with a copy to the Human Resources Director, no later than fifteen (15) calendar days after the date of the supervisor's written reply. A grievance may be submitted directly to the Human Resources Director or, if the grievance started at a level above the supervisor or Department Head, the grievance may be submitted at the higher level. The grievance must be in writing on a Union grievance form. The written grievance must contain the following information:

1. Name of grievant and job title;
2. Department/Section in which grievant works;
3. The specific act or omission that gave rise to the alleged violation, or misapplication and the date or dates of the alleged act or omission, if available;
4. The specific MOU provision, Policy or Personnel Rule alleged to have been violated or misapplied;
5. A list of the documents, witnesses or other evidence that support the grievance;
6. Desired solution or remedy;
7. Signature of the grievant or representative and date signed.

Within ten (10) calendar days thereafter, the supervisor will schedule a meeting with the grievant or their representative, to work at resolving the grievance. The supervisor will give the grievant a written reply within ten (10) calendar days after the meeting and will file a copy with the Human Resources Director. If the grievant is not satisfied with the response, they may proceed to Step 2.

Step 2 – Department Head Review:

Any grievance not resolved at Level 1 may be submitted to the Department Head no later than ten (10) calendar days after the date of the supervisor's written reply. The grievant will provide the Department Head with a copy of the Level 1 response. Within ten (10) calendar days of filing the formal grievance, the Department Head will schedule a meeting with the grievant or their representative, to work at resolving the grievance. The Department Head will give the grievant a written reply within ten (10) calendar days after the meeting and will file a copy with the Human Resource Director. If the grievant is not satisfied with the response, they may proceed to Step 3.

Step 3 – City Manager Review:

Any grievance not resolved at Step 2 may be submitted to the City Manager no later than ten (10) calendar days after the date of the Department Head's written reply. The grievant will provide the City Manager with a copy of the Step 1 and Step 2 responses. Within ten (10) calendar days after the receipt of the grievance and the Step1 and Step 2 responses, the City Manager or personnel representative, who is not the Department Director, will investigate the merits of the complaint,

which may include meeting with the grievant or their representative or conducting an informal hearing involving the parties to the dispute. At some reasonable time, but no longer than ten (10) calendar days after concluding the investigation, the City Manager will issue a written decision to the grievant.

Step 4 – Arbitration:

Any grievance not resolved at Step 3 may be submitted to an impartial arbitrator who will be designated by mutual agreement between the Union and the City Manager. Any grievant who seeks to appeal the City Manager’s decision and submit the matter to arbitration must file a Notice of Appeal with the City Manager. The Notice of Appeal must be received within ten (10) calendar days after the date of the City Manager’s written decision. In the event the parties are unable to agree on the selection of an arbitrator, the arbitrator will be chosen by each party alternately striking one name at a time from the following list until only one name remains:

Paul Roose
David Weinberg
Renee Mayne

John Kagel
John LoRocco

The costs of the Arbitrator and Court Reporter are shared equally by the Union and the City. The parties bear the cost of their own presentation, including preparation and post hearing briefs, if any.

An Arbitrator’s decision may not establish new terms of conditions of employment or alter any provisions of this Memorandum of Understanding or supplementary agreements made in connection with the MOU.

The Arbitrator’s decision is final and binding.

Within ninety (90) days of the adoption of each successor Agreement, the parties will meet to review and modify the list of arbitrators provided above. Any change must be made by mutual agreement.

22.2.3 Time Limits

Time limits under the Grievance Procedure may be waived by the mutual agreement of the parties. Failure by the grievant to follow specified time limits, unless so extended, constitutes a waiver of the right to pursue the grievance further. Failure on the part of an employee or their representative to appear for any scheduled meeting without notification may, in the City’s discretion, result in the City’s denial of the grievance.

22.3 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager or designee. Only complaints that allege employees are not compensated in accordance with the provisions of this MOU 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 MOU that results from such a 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 180 days from the date upon which the complaint was filed.

22.4 No Strike

The Union, its members and representatives, agree that during the term of this MOU, 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 perform customary duties. Neither the Union nor any of its representatives will engage in job actions for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect change of personnel or operations of management or of employees not covered by this MOU.

Section 23. City Rights

The City retains the exclusive rights, among others, in accordance with and subject to applicable laws, civil service and other regulations, and except as otherwise limited by the provisions of this MOU, 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 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 MOU.
- 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. The City's duty to meet and confer requires it to delay implementation of such management decisions for no more than 30 days from the date it notifies Union, in writing, of its proposed action (measured from date of mailing by certified mail). Nothing above shall allow the City to violate any provision of this MOU, and Union shall have the right to grieve any such violation as provided in Section 2.

The Bargaining Unit acknowledges it is the City's right to administer and in conjunction with the Union to interpret application of this MOU.

Section 24. General Provisions

24.1 Safety

The City shall provide and maintain safe working conditions and the Union 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.

During inclement weather, the employer will arrange space indoors for lunch and breaks in order that employees may eat or rest in comfort.

The City shall continue to supply employees with all safety equipment required by the City and/or Cal-OSHA. 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 Americans with Disabilities Act (ADA)

The City and the Union recognize that the City has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If the City contemplates actions to provide reasonable accommodation for an individual employee, in compliance with the ADA, but the actions are in potential conflict with any provision of this MOU, the Union will be advised of any such proposed accommodation prior to implementation by the City.

24.3 Modification in Certification Requirements

In the event the certifications requirements for the State of California for employees in the Water or Wastewater classifications are modified or the certification agency is changed, the City and the Union will meet and confer regarding the impact of such modifications.

Section 25. New Work

In the event the City introduces new work which the Union believes does not fall within any of the existing classifications, the City and the Union shall, upon written request, meet and confer with respect to the salary or other terms and conditions of such work.

Section 26. Sub-Contracting

The City shall send copies of all cover sheets of agendas of City Council meetings, minutes of City Council meetings, and copies of proposed ordinances, resolutions, rules, and regulations that are in any way related to labor relations in the City proposed to be adopted by the City Council, to the Union office.

The City shall give advance written notice with respect to any written intentions and proposals, plans, to contract out, and/or put out for bid, work performed by workers represented by the Union.

Consistent with Section 23(8) of this agreement the City shall meet and confer concerning any bargaining issue raised in the notices described above.

There shall be no additional outsourcing/contracting out of bargaining unit work for the duration of the Agreement.

Section 27. Wastewater and Water Treatment Operators Cross Training Pay and Program

- 1) Operators who have obtained dual certification, have been trained at both plants according to the guidelines developed by the City and are willing and able to competently work at either plant shall be reclassified to Utility Operator. Participation in cross training is on a voluntary basis.
- 2) The City and Union agree to meet at least once a year or more often upon request of the Union to review the training and incentives program that encourage cross certification among Water Treatment Plant Operators and Wastewater Treatment Plant Operators.
- 3) The City agrees to provide cross training time and costs of training materials for Water Treatment Plant Operators and Wastewater Treatment Plant Operators. The City will continue to provide paid training opportunities for future employees.

Section 28. Retirement

28.1 PERS Contribution

Employees hired on or before December 16, 2010 shall pay, eight percent (8%) of salary employee contribution towards employee statutory share of CalPERS retirement.

Employees hired after December 16, 2010 and on or before December 31, 2012, under the 2nd tier PERS retirement formula (2% @ 55), seven percent (7%) of salary employee contribution towards employee statutory share of CalPERS retirement.

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.

28.2 PERS Formula

Miscellaneous employees hired on or before December 16, 2010 shall receive the single highest year and 2.5% at 55 benefit formula provided through the Public Employees' Retirement System (PERS).

Miscellaneous employees hired on or after December 17, 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 the Public Employees' Retirement System (PERS).

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 Public Employees' Retirement System (PERS).

Section 29. Total Agreement

This MOU 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 MOU 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 30. Separability of Provisions

Should any section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such 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 MOU. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

Section 31. Past Practices and Existing MOU

This MOU shall supersede any prior MOU rules or regulations or past practices in direct conflict with the provisions hereof.

Made and entered into this 5th day of July 2023.

GENERAL TEAMSTERS LOCAL NO. 439, IBT

CITY OF TRACY

DocuSigned by:
Gilbert Gomez
By: _____
7C87D8820887480...
Gil Gomez, Business Representative

DocuSigned by:
Midori Lichtwardt
By: _____
5E8620041242428...
Midori Lichtwardt, Interim City Manager

Date: 7/7/2023 | 11:46 AM PDT

Date: 7/18/2023 | 8:44 AM PDT

Attachments:

Letters of Understanding –

- Optimal/Flexible Staffing at the Water and Wastewater Treatment Plants
- Shift and Leave Selection Rules for Wastewater and Water Treatment Plant Facilities
- Flexible Staffing for Wastewater and Water Treatment Plant Facilities (2003)

Exhibit A – Benchmarks

**LETTER OF UNDERSTANDING
REGARDING OPTIMAL/FLEXIBLE STAFFING AT THE WASTEWATER TREATMENT PLANT AND WATER
TREATMENT PLANT**

**BETWEEN THE CITY OF TRACY & GENERAL
TEAMSTERS LOCAL NO. 439, IBT**

This agreement entered into this 26th day of **November, 2012**, constitutes a Letter of Understanding (“LOU”) between the City of Tracy (the CITY) and the General Teamsters Local No. 439. IBT (the TEAMSTERS), regarding the modification of the June 19, 2012 LOU concerning “Classification and Compensation Review.”

Subsequent to recent negotiations, the CITY and the TEAMSTERS concur that action is necessary to address the unique staffing needs at the Wastewater Treatment Plant and the Water Treatment Plant using existing classifications, including Operator-in-Training, Utility Operator, Senior Wastewater Treatment Plant Operator and Senior Water Treatment Plant Operator. Additionally, the Parties agree that a purposeful retention strategy must be considered to allow optimal/flexible staffing at both plants.

I. Long-Term Strategy

The CITY and the TEAMSTERS agree to employ concerted efforts toward facilitating pathways to success for Wastewater Treatment Plant and Water Treatment Plant personnel.

1. The Parties agree to propose and develop an employee retention strategy for the Operator-in-Training, Utility Operator and Senior Wastewater Treatment Plant Operator and Senior Water Treatment Plant Operator positions at the Wastewater Treatment Plant and the Water Treatment Plant that addresses:
 - Flexible staffing and staffing needs
 - Job skill diversity
 - Meeting certification requirements that encourage career progression and advancement among the Operator-in-Training, Utility Operator, Senior Wastewater Treatment Plant Operator and Senior Water Treatment Plant Operator positions
2. Identify a mechanism to allow current Senior Wastewater Treatment Plant and Senior Water Treatment Plant personnel who elect to remain in their existing classifications, to do so (e.g. Grandfather Clause).

II. Interim Strategy

It is hereby understood that at the time of this LOU and concurrent to the development of a retention strategy, the Parties agree to:

1. Implement recruitment opportunities for positions at the Operator-in-Training level (*and others*) to address immediate staffing needs;
2. Rescind the clause in the LOU dated June 19, 2012 which directs the development and implementation of a separate and distinct Utility Operator classification series at the Wastewater Treatment Plant and Water Treatment Plant; and,
3. Meet periodically over the next six (6) months to collectively explore mutually agreed upon staff retention strategies.

It is understood that the CITY reserves the right to determine appropriate levels of staffing at the Wastewater Treatment Plant and Water Treatment Plant based on operational needs and fiscal considerations. s LOU constitutes the entire understanding between the Parties with regard to its contents. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the Parties relating to the subject matter, which are not included in this LOU.

APPROVED AND ACCEPTED:

FOR THE CITY OF TRACY

FOR THE GENERAL TEAMSTERS LOCAL No. 439, IBT

By: /s/ R. Leon Churchill, Jr.
R. Leon Churchill, Jr., City Manager

By: /s/ Edward P. Speckman
Ed Speckman, Business Representative

Dated: 11/28/12

Dated: 11/26/12

**BETWEEN
THE CITY OF TRACY
AND
GENERAL TEAMSTERS LOCAL NO. 439**

**Shift and Leave Selection Rules
Water and Wastewater Treatment Plants**

The Utilities Division shall establish one seniority list inclusive of both the John Jones Water Treatment Plant and Wastewater Treatment Plant operators. All operators shall be placed on this seniority list in order of their hire date in full-time, continuous City employment Recognition of seniority shall govern and serve as a basis for determining leave selection, and other issues pertaining to seniority within the water plant and wastewater plant operator job class series. For annual plant shift assignments and cross-training assignments seniority shall be based on hire date in a classification assigned to the Water or Waste-Water Treatment Plants.

It is the intent of the Utilities Division to ultimately staff both the water and wastewater treatment plants with certified operators at the senior level who will perform the job duties as required by the City, under law by the State of California and other applicable governing agencies. It is the intent of the Utilities Division that employees hired at less than the senior level will be provided opportunities for career advancement in the operator job class series.

The Utilities Division and Union agree that each January all operators shall be allowed to select, by seniority as specified above, a shift assignment at the water plant or the wastewater plant for the that subject year. Those operators who are not cross-trained shall remain employed at the plant for which they were originally hired. An equal number of shifts will be reserved at each plant for those operators who possess certification to operate only one plant. The shift assignment shall commence approximately February 1st. The cross-trained operator shall remain stationed at the selected plant unless further cross-training is required in accordance with established practices and/or requirements to retain their certification. It is not the intent of this agreement to require cross- trained operators to work at a facility which they have not selected for extended periods, except in the event of unforeseen emergencies.

After the yearly plant selection, the Utilities Division will meet and confer with the Union and Flex- Staff Committee to determine cross-training selection for the subject year. The Utilities Division will prepare annual schedules for each plant and all cross-trained operators will be allowed to select, by seniority, the time period required of them to maintain their certification and skill level. The Utilities Division reserves the right to review and approve selections, and make changes if necessary.

After shift selection and cross-training selection, operators shall select, by seniority, their leave requests for the subject year.

The Utilities Division reserves the right to propose changes due to operational needs but the City and Union will continue to meet and confer in the event of future changes and develop additional options on an as needed basis.

APPROVED AND ACCEPTED

Dated: 9/6/07

**TEAMSTERS LOCAL 439
ASSOCIATION**

By /s/ Phil Rushing

Phil Rushing, Business Representative

CITY OF TRACY

By /s/ Maria Olvera

Maria Olvera, Human Resource Director

January 22, 2003

Mr. Phil Rushing Business
Representative
General Teamsters Local No. 439
PO Box 1611
Stockton, CA 95201

Re: Flexible Staffing for Wastewater and Water Treatment Plant Facilities

Dear Phil:

This side letter will confirm the continuation of the understanding reached between the City of Tracy and the General Teamsters regarding flexible staffing for the Wastewater and Water Treatment Plant facilities in accordance with the cross-training program. The original side letter was dated January 1, 2000.

1) **OBJECTIVE:** The city has established a flexible staffing program between the Water Treatment Plant and the Wastewater Treatment Plant. The benefit of the program has been to provide job skill diversity to the employees and a monetary incentive. The benefit to the City has been the ability to better meet the staffing needs of both plants.

2) **CRITERIA FOR ELIGIBILITY TO RECEIVE IN-PLANT TRAINING:** Preference will be given to Senior Water Treatment Operators or Senior Wastewater Treatment Operators. The employee must not be in any type of probationary status, and must not be undergoing any sort of disciplinary action.

Senior Water Treatment Plant Operators must have completed the appropriate Ken Kerri course(s) and passed the State Water Resources Control Board (SWRCB) Grade 2 or Grade 3 Wastewater Operator certification exam. The Operator must be in possession of a valid certificate or a valid Operator-In-Training (OIT) certificate issued in either grade.

Senior Wastewater Treatment Plant Operators must have completed the appropriate Ken Kerri course(s) and obtained a State of California, Department of Health Services (DOHS) Grade 2 Water Treatment Operator certificate.

3) **CRITERIA FOR RECEIVING INCENTIVE PAY:** The employee must have completed the appropriate in-plant training and be willing and able to competently work and operate either plant as scheduled.

The Senior Water Treatment Plant Operators shall receive five percent (5%) incentive pay when they have obtained the SWRCB Grade 3 OIT certification, successfully completed six (6) months of in-plant training enabling them to competently operate the wastewater treatment plant on an assigned shift and agree to be flexibly staffed.

An additional five percent (5%) incentive pay will be received when operators have obtained the SWRCB Grade 3 certification, successfully completed in-plant training enabling them to operate the wastewater treatment plant on an assigned shift and agree to be flexibly staffed.

Senior Wastewater Treatment Plant Operators shall receive five percent (5%) incentive pay when they have obtained the DOHS Grade 2 Water Treatment Plant Operator certificate, and successfully completed six (6) months of in-plant training and agree to operate the water plant as regulations permit.

An additional five percent (5%) incentive pay will be received when an Operator has obtained the DOHS Grade 3 Water Treatment Plant Operator certificate, successfully completed in-plant training enabling them to operate the water treatment plant on an assigned shift and agree to be flexibly staffed. The Grade 3 certification is required in order to perform the full duties of the position at any time of the year.

Each operator receiving in-plant training shall be evaluated at three (3) months and at six (6) months. A satisfactory six (6) month evaluation will make the operator eligible for five percent (5%) incentive pay.

FOR THE CITY

FOR GENERAL TEAMSTERS

/s/ Julie Yuan-Miu

/s/ Phil Rushing

Date: 3/11/03

Date: 3/5/03

EXHIBIT A. BENCHMARKS

Animal Services Officer II

Animal Services Aide

Animal Services Officer I
Community Services Officer
Crime Prevention Specialist

Building Inspector II

Building Inspector I

Assistant Planner
Junior Planner
Code Enforcement Officer
Plan Examiner I & II

Public Safety Dispatcher II

Public Safety Dispatcher I
Senior Public Safety Dispatcher

Crime Scene Technician

Property and Evidence Technician

Construction Inspector II

Construction Inspector I

Electrician

Utility Mechanic I & II
Senior Electrician (Not Currently Allocated)
Instrument Technician

Engineering Technician II

Engineering Technician I
Junior Engineer

Equipment Mechanic II

Equipment Mechanic I
Senior Equipment Mechanic

Laboratory Technician II

Environmental Compliance Officer
Environmental Compliance Technician
Laboratory Technician I

Maintenance Worker II

Maintenance Worker I

Meter Reader
Senior Maintenance Worker

Building Maintenance Worker I & II
Senior Building Maintenance Worker
Utilities Worker I & II
Senior Utilities Worker

Wastewater Treatment Plant Operator III
Wastewater Treatment Plant Operator I & II
Water Treatment Plant Operator I & II & III
Utility Operator

The parties agree that within ninety (90) days of ratification of the Memorandum of Understanding (MOU), the parties will meet to discuss the process for conducting the total compensation study prior to the commencement of bargaining a successor MOU. The agreement will be memorialized in a side letter agreement to the current MOU. Topics to be discussed shall include, but not limited to:

1. Identification of benchmark classifications;
2. Purpose of benchmarks classifications in the total compensation study;
3. Comparator agencies
4. Classifications with less than 4 comparable positions in comparable agencies
5. Procedure to resolve disputes regarding comparable classifications and results of the total compensation study; and
6. Timing of the total compensation study.

The parties will endeavor to complete this process within one (1) year of the ratification of the MOU.

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND
GENERAL TEAMSTERS LOCAL NO. 439, IBT
Construction Inspector and Equipment Mechanic Certification Pay**

The City of Tracy and General Teamsters Local, No. 439, IBT (Teamsters) agree to enter into this side letter to update the language set forth in Sections 8.6 Construction Inspectors Certifications and 8.9 Equipment Mechanic Certifications of the parties Memorandum of Understanding (the "MOU"), which runs through June 30, 2025. The revised language in these sections of the MOU effective June 16, 2023-June 30, 2025, shall read as follows:

8.6 Construction Inspectors

Construction Inspectors shall be entitled to receive compensation of an additional one and one-half percent (1.5%) per certification up to a maximum of three percent (3%) above base pay for receiving and maintaining City Manager-approved certifications that are not required by the position's job description.

City Manager approved certifications for Construction Inspectors, unless required by job description:

California Water Boards - State Water Resources Control Board

- Drinking Water Distribution (Grade 1-5)
- Drinking Water Treatment (Grade 1-5)

California Water Environmental Association (CWEA)

- Advanced Water Treatment Operator (Grade 1-5)
- Collection System Maintenance (Grade 1-5)
- Electrical & Instrumentation Technologist (Grade 1-5)
- Mechanical Technologist (Grade 1-5)
- Environmental Compliance Inspector (Grade 1-5)

International Municipal Signal Association (IMSA)

- Traffic Signal Inspector
- Traffic Signal Technician (Grade 1-3)
- Work Zone Temporary Traffic Control Technician
- Roadway Lighting Technician (Grade 1-2)
- Signs and Pavement Markings Technician

American Public Works Association (APWA)

- Certified Public Infrastructure Inspector (CPU)

American Water Works Association (AWWA)

- Backflow Prevention Assembly Tester
- Cross Connection Control Specialist

Maintenance Superintendents Association (MSA)

- Public Works Specialist
- Public Works Technician

OSHA Education Center

- OSHA 10- Construction Workplace Safety training

8.9 Equipment Mechanic Certifications

Equipment Mechanics shall be entitled to receive compensation of an additional one and one-half percent (1.5%) per certification up to a total of three percent (3%) above base pay for receiving and maintaining City Manager-approved certifications that are not required by the position's job description.

City Manager approved certifications for Equipment Mechanics, unless required by job description:

- ASE A1 Engine Repair Certifications
- ASE A2 Automatic Transmission/Transaxle Certification
- ASE A3 Manual Drive Train & Axles Certification
- ASE A4 Suspension and Steering Certification
- ASE A5 Brakes Certification
- ASE A6 Electrical/Electronic Systems Certification
- ASE A7 Heating & Air Conditioning Certification
- ASE A8 Engine Performance Certification
- ASE L1 Automobile Advance Engine Performance Certification
- ASE L2 Electronic Diesel Engine Diagnosis Specialist Certification
- ASE L3 Light Duty Hybrid/Electric Vehicle Specialist Certification
- ASE T2 Diesel Engines Certification
- ASE T3 Drive Train Certification
- ASE T4 Brakes Certification
- ASE T5 Suspension & Steering Certification
- ASE T6 Electrical/Electronic Systems Certification
- ASE T7 Heating, Ventilation & Air Conditioning (HVAC) Certification
- ASE T8 Preventive Maintenance & Inspection (PMI) Certification

FOR THE City of Tracy

FOR THE Teamsters Local No. 439 I.B.T

DocuSigned by:




Midori Lichtwardt
Interim City Manager

Gilbert Gomez
Business Representative

Date: 11/9/2023 | 11:10 AM PST

Date: 11-8-23

**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TRACY AND
GENERAL TEAMSTERS LOCAL NO. 439, IBT
Work Schedule for Public Safety Dispatchers**

The City of Tracy and General Teamsters Local, No. 439, IBT (Teamsters) agree to enter into this amendment to the Memorandum of Understanding to add work schedule language for Public Safety Dispatchers to the parties Memorandum of Understanding (the "MOU"), which runs through June 30, 2025. The new language will be added to the following sections of the MOU effective January 1, 2024 and shall read as follows:

X Dispatchers

This Article is effective January 1, 2024, and supersedes any provision of this MOU that conflicts with this Article. Any conflicting Article will be modified to exclude dispatchers for clarity.

1.1 Work Periods

Dispatchers work the 4/11 rotational work schedule. This schedule consists of four (4) consecutive eleven (11) hour work shifts followed by four (4) consecutive days off. This schedule is on a trial basis and may be discontinued by the Chief of Police with twenty-eight (28) days' notice.

1.2 Salary

Dispatchers are paid a weekly salary in accordance with the Fair Labor Standards Act (FLSA), 29 CFR Section 778.114 (Fluctuating Workweek). Employees' salaries are determined by multiplying the employee's hourly rate by 2080 and dividing it by fifty-two (52).

1.3 Overtime

Overtime is paid at one-half (1/2) times the employee's regular rate of pay in accordance with 29 CFR Section 778.114. The regular rate of pay is calculated by adding the employee's salary with all legally required premium pays and dividing it by the total hours worked in the workweek. When working a forty-four hour workweek, the employee will be paid forty-four (44) hours at the regular rate of pay and four (4) hours of halftime paid at one-half (.5) times their regular rate of pay, resulting in four (4) hours paid at one and one-half (1 1/2) times the employee's regular rate of pay.

Employees will be paid overtime for all hours worked in excess of the employee's regular work shift.

1.4 Holidays

The City observes the following holidays:

New Year's Day

January 1

Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Employees receive one hundred and twelve (112) holiday hours as compensation for holidays. Effective January 1, 2024, these hours will be placed in a holiday bank and paid as follows: (1) Three (3) hours are included in the salary for workweeks that the employee works thirty-three (33) hours. The remaining hours are paid as holiday-in-lieu separate from salary at the rate of one point six three percent (1.63%) of their base rate of pay. Dispatchers do not receive floating holidays. At time of separation from the Public Safety Dispatcher position with the City of Tracy, hours remaining in the holiday bank, based on the holiday schedule above, will be cashed out at separation. Employees who work on an observed holiday will receive one and one-half (1 ½) times their base rate of pay for those hours worked on the holiday, and three (3) times their base rate of pay for all overtime hours worked on the holiday.

7.2 Scheduled and Emergency Overtime

Scheduled overtime means that employees are given at least twenty-four (24) hours advanced notice.

Emergency overtime means that employees are not given at least twenty-four (24) hours advance notice. Failing to perform scheduled or Emergency overtime is grounds for discipline.

When overtime work of a Public Safety Dispatcher is needed, the overtime is offered first to the Public Safety Dispatcher II class, provided that the Department has more than two (2) hours' notice of the need for overtime. If less than two (2) hours' notice is given, the Department may assign overtime to meet operational needs. If operational need requires overtime to be mandated, Dispatchers will be assigned based on reverse seniority.

FOR THE City of Tracy

DocuSigned by:

Midori Lichtwardt

5E962064124242B...

Midori Lichtwardt
Interim City Manager

Date: 12/7/2023 | 4:27 PM PST

FOR THE Teamsters Local No. 439 I.B.T



Gilbert Gomez
Business Representative

Date: 11-20-23

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND
GENERAL TEAMSTERS LOCAL NO. 439, IBT
BEREAVEMENT LEAVE**

The City of Tracy and General Teamsters Local, No. 439, IBT (Teamsters) agree to enter into this side letter to update the language set forth in Sections 15.2 Bereavement Leave of the parties Memorandum of Understanding (the "MOU"), which runs through June 30, 2025. The revised language in these sections of the MOU effective September 4, 2024-June 30, 2025, shall read as follows:

15.2 Bereavement Leave


(a) In the event of a death in the immediate family, employees shall be granted leave up to a maximum of five (5) working days. The employee may, with the Department Director'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 be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave. Upon request, the employee shall provide appropriate verification of attendance and/or relationship.


The immediate family of an employee is defined as: parents, step-parents, parents in-law, spouse, domestic partner, 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 50% dependent on an employee.

(b) In special cases, with the approval of the Department Director, and the Personnel Officer may grant a death leave in other circumstances.

FOR THE City of Tracy

FOR THE Teamsters Local No. 439 I.B.T

DocuSigned by:

5F982064124242B
Midori Lichtwardt
City Manager

Signed by:

7C97D8B208B7480
Gilbert Gomez
Business Representative

Date: 9/9/2024 | 4:33 PM PDT

Date: 9/5/2024 | 1:26 PM PDT