

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF TRACY**

**AND**

**CITY OF TRACY TECHNICAL AND  
SUPPORT SERVICES EMPLOYEE  
ASSOCIATION (TTSSEA)**

**July 1, 2023 – June 30, 2025**



*Think Inside the Triangle™*

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**CITY OF TRACY TECHNICAL AND SUPPORT SERVICES  
EMPLOYEE ASSOCIATION (TTSSEA)  
July 1, 2023 through June 30, 2025**

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**CITY OF TRACY**  
**TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION (TTSSEA)**  
**MEMORANDUM OF UNDERSTANDING**  
**July 1, 2023 – June 30, 2025**

**Section 1. Preamble**

This Memorandum of Understanding (The 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 Agreement shall be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2023 through June 30, 2025.

**A. Association Recognition**

Tracy Technical Support Services Employees' Association (TTSSEA) is recognized as the sole and exclusive representative as provided in the City's Employer-Employee Relations Resolution for employees assigned to the classifications set forth in Appendix A.

**B. City Recognition**

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

**C. No Discrimination**

The City agrees not to discriminate against any employee because of membership in the Association or because of any activities on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, marital status, sex/gender (including pregnancy, childbirth or related medical conditions), gender identity, gender expression, genetic information, sexual orientation, physical disability or mental disability, military or veteran status which does not prevent an employee from meeting the minimum standards established.

**Section 2. 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).

**Section 3. Association Representation**

A. Attendance of Meetings by Employees

Employees are entitled to one (1) representative to attend a meeting addressing the employee's proposed discipline. The City provides the representative reasonable release time to prepare for grievance or discipline meetings with the City. This Section applies to employees on paid release time and not to Association staff or witnesses who may be necessary for the meeting.

B. Access to Work Locations

Reasonable access to employee work locations shall be granted to Association officers and their representatives, to contact employees concerning business within the scope of representation. Employees, officers, or representative may not enter any work location without the consent of the Department Director. Access is restricted to not interfere with the normal operations of the department or with established security requirements.

C. Bargaining Unit Member Contact Information

The City provides the TTSSEA 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 Association once every 120 days and a list of new hires within thirty (30) days of hire date. In January of each year, the City will also provide a list of all employee orientation dates for the calendar year.

D. Union Access to New Employee Orientation

The City will provide the Association President not less than ten (10) days' notice of the onboarding orientation meeting (if any) held between Human Resources Department representatives and new employees. If an employee's first day of work begins less than ten (10) days after the date the final offer of employment is accepted, the 10-day notice requirement may be reduced, and the City will instead provide as much advance notice as reasonably possible of the orientation meeting.

The City will allow an Association representative and/or a non-employee Association labor representative to spend fifteen (15) minutes with the new employee at the end of the onboarding orientation meeting in order to provide information about the MOU and related matters.

E. Advance Notice

Except in emergency cases, the City will give the Association reasonable advance written notice of any proposed ordinance, resolution, rule or regulation directly relating to matters within the scope of representation. The Association has fifteen (15) days to request a meet and confer.

F. Release Time for Representation

Up to five (5) Association representatives will be released from duty, without loss of compensation or benefits, to participate in meet and confer sessions with the City.

G. Use of City Facilities and Equipment

The Association 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 Association.

**Section 5. Hours of Work**

A. Work Week

Unless otherwise designated by the Department Head, the work week for employees on a 5/8 schedule (eight hours a day for five days) or a 4/10 schedule (10 hours a day for four days) is from Sunday at 12:00 AM through the following Saturday at 11:59 PM. The work week for employees on a 9/80 schedule (nine hours Monday through Thursday, eight hours alternate Friday, and alternate Fridays closed) begins and ends halfway between the 8 hour workday every other Friday.

B. Overtime

Overtime is defined as hours worked in excess of forty (40) hours per workweek or excess of the employee's regular work shift recorded in 15 minute increments with prior approval of the Department Head or designee. Employees receive compensatory time off (CTO) or overtime pay for overtime worked. Overtime is compensated at the rate of one and a half (1.5) times the regular rate of pay.

C. Compensatory Time Off

Employees may accrue CTO to a maximum of one hundred and twenty (120) hours.

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

D. Pay Days

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

E. Probationary Period

Any person appointed to a position in the Competitive Service, is placed on probation for a period of six (6) months unless otherwise specified in a Council approved resolution. The probationary period for all promoted employees is six (6) months. With the approval of the Human Resources Director and upon written notice to the probationer, the probationary period may be extended up to six (6) months for those on a six-month probation period. The Department Head has discretion to extend the probationary period for the same period as a leave of absence taken during the probationary period. The probationary period is considered a part of the recruitment, examination and selection process and does not include the time served under any limited service or provisional appointment, but runs from the time of appointment to a regular position after certification. During the probation period, the employee may be rejected by the Department Head in consultation with the Human Resources Director at any time without cause and without right of appeal or hearing.

**Section 6. Compensation**

A. Salary

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 half percent (3.5%) salary increase.

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

B. Me-Too Clause

The City is providing TTSSEA a me-too clause for general salary increases (Cost of Living Adjustments) for other represented untis on a prospective basis. This provision expires on June 30, 2025. This does not apply to classification specific equity adjustments or to unit specific proposals equal to 1%.

Term: 24 months

The Salary Schedule consists of five (5) steps, with five percent (5%) increase per step between steps (A) through (E). The Salary Schedule represents the base rate of pay for each classification.

All rates of pay set forth in this Section represent the standard rate of pay for full- time employment for each classification. Employees occupying a position in a classification covered by this Plan shall be paid at a base salary within the range established for the position’s classification.

C. Temporary Upgrade Pay

Employees assigned by the appropriate supervisor, to fill a higher classification vacancy, in an acting capacity, receive a minimum of six percent (6%) increase to their base rate of pay but no less than Step A and no more than Step E of the higher classification.

The City provides out-of-class pay as set forth in the City’s Administrative Policies and Procedure.

**Section 7. Leave**

A. Definition

Leave will be granted as provided for in the Personnel Rules. Leave may be used during the first six (6) months of service with supervisory approval and in accordance with City Administrative Policies and Procedures.

B. Observed Holidays

- 1) 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.
- 2) 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 | 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              |

C. Floating Holidays

Employees accrue sixteen (16) hours of vacation in-lieu of floating holidays annually on the first pay period in January.

D. Maximum Accrual of Leave

Employees may accrue a maximum of four hundred (400) hours of vacation leave.

E. Leave Buy-Back

By November 1 of each year, beginning in 2024, an employee may make an irrevocable election to cash out vacation that will accrue in the next calendar year prior to December. The employee can elect to receive up to fifty percent (50%) of the cash-out on the second pay period in July, and the remainder on the first pay period in December, or an alternative date due to hardship when the requested time has been accrued with approval by the Director of Human Resources.

F. Vacation

1) Vacation Accrual

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

| Months Continuous Employment | Accrued Hours |
|------------------------------|---------------|
| 0 to 59                      | 3.69          |
| 60 to 119                    | 5.23          |
| 120 to 179                   | 6.76          |
| 180+                         | 7.38          |

2) Vacation Accumulation

The maximum accrual for vacation will not exceed a total of four hundred (400) hours.

3) Vacation Pay Upon Termination

Upon separation, employees will be paid for all accrued vacation at their straight-time rate of pay.

G. Sick Leave

1) Sick Leave Accrual

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

Employees hired prior to January 1, 1987, accrue seven point three eight (7.38) hours of sick leave per pay period.

Sick leave accrues without limit. Employees may take unlimited days of accrued sick leave for family sick leave.

2) Approval

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

3) Usage

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

4) Health Care Provider's Certificate

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

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

5) Catastrophic Leave Program

Members of the Association shall be covered by, and eligible to participate in, the City's Catastrophic Leave Program. The Program is described in detail in Personnel Rule 17, Section 17.8.

6) Retiree Medical Sick Leave Conversion Reopener

The parties agree to continue negotiating 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.

7) Sick Leave Conversion at Retirement

Upon retirement, employees 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. The retired employee and their dependents are entitled to continued group health insurance coverage, dental and/or vision coverage in effect at the time, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted in conjunction with COBRA provisions. Thereafter, the employee and their dependents may continue to participate in the City's group health, dental and/or vision plans provided the City receives the employee's payment for the premium by the 10<sup>th</sup> of each month for the following month's coverage.

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

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

H. Bereavement Leave

In the event of a death in the immediate family of an employee, an employee may use up to forty (40) hours of paid bereavement leave.. if the employee needs additional time, the employee may use vacation leave with the approval of the Department Head or designee; additional leave will not unreasonably be denied. 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.

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

I. Court Pay

Employees will receive full pay when reporting for or serving on a jury.

**Section 8. Benefits**

A. CalPERS Retirement

1) CalPERS 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 California Public Employees' Retirement System (CalPERS).

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 California Public Employees' Retirement System (CalPERS).

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 benefits formula provided through the Public Employees' Retirement System (PERS)

2) Payment of CalPERS Retirement Benefit

The City agrees to continue to pay the employer contribution for the City's CalPERS retirement benefit.

Employees hired on or before December 16, 2010 and under the first tier CalPERS retirement formula (2.5% at 55) shall pay the 8% of employee salary contribution towards employee statutory share of CalPERS retirement during the term of this agreement.

Employees hired after December 16, 2010 and on or before December 31, 2012 under 2<sup>nd</sup> tier CalPERS retirement formula (2% at 55) shall pay the 7% employee salary contribution towards employee statutory share of CalPERS retirement during the term of this agreement.

Employees who receive the CalPERS retirement formula of 2% at 62 shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of the normal cost.

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

B. State Disability Insurance (SDI)

Employees are enrolled in State Disability Insurance (SDI) and pay the premium as determined by the state.

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 employees 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 their normal pay. Employees must turn in checks received from the insurance carrier for the City, unless the employee elected in writing, at the time of disability, of the employee's choice not to receive paid leave.

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.

C. 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. In order to qualify for Workers' Compensation, the employee must be under the care of a physician and it has been deemed a compensable injury/illness by our Third Party Workers' Compensation Administrator.. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds 14 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 their 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 that 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 their normal pay. Employees must turn in checks received from the insurance carrier to the City.

D. Education Expense 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, supplies, and tuition up to a maximum of \$2,500 dollars per fiscal year, for courses taken at an accredited public college or university in California, or for the California tuition equivalent for courses that must be taken at colleges or universities outside of the California public education system.

E. Insurance

1) Medical

The City offers medical insurance coverage for full-time employees and their eligible dependents.

2) Dental

The City offers dental insurance coverage for full-time employees and their eligible dependents.

3) Vision

The City offers vision care benefits for full-time employees and their eligible dependents.

4) Life Insurance

Employees shall receive City-paid life insurance coverage in the amount of 100% of the employee's annual salary up to \$50,000.

Additional life insurance is available at the employee's expense, at an age-based rate for the employee, spouse, and child(ren).

5) Cafeteria Plan

a) City Contribution

The City maintains an account for each full-time employee in regular or probationary status within the City's Cafeteria Plan. The City contributes up to \$3,033.63 into the employee's cafeteria plan for the purchase of Medical, Dental, and Vision insurance. The cafeteria plan is increased annually by 75% of the average dollar increase of the family HMO plan premiums. The City makes monthly payments of no more than the employee's benefit level, either family, employee plus one, or employee only, to each employee's account.

Medical In-Lieu

Employees hired before July 1, 2007, who opt out of medical, dental, and vision insurance receive four hundred and sixty dollars (\$460) per pay period.

b) Approved Account Uses

The Cafeteria Plan may be used for one or more of the following purposes only: (1) payment of medical premiums that the employee is enrolled, (2) payment of dental premiums that the employee is enrolled, and/or (3) payment of vision premiums that the employee is enrolled.

Employee must provide Human Resources in writing on a form provided, and at times designated by the City each year, all information necessary to administer the Cafeteria Plan during the twelve-month period beginning the first day of each plan benefit year. Thereafter, no changes to designations may be made until the following open enrollment period without a qualifying event.

Employees are responsible for providing immediate written notification to Human Resources of any change to the number of their dependents which affects the amount of the City payment on behalf of the employee. Changes in insurance premiums will take effect the first full pay period in the month following receipt of notice of a change in dependents.

c) Flexible Benefits Plan (IRS Section 125)

The City implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary pay to employee-paid insurance premiums and other approved expenses. The City does not treat these contributions as compensation subject to income tax withholding unless otherwise directed by the Internal Revenue Service or the Franchise Tax Board.

F. Deferred Compensation

TTSSEA employees shall be eligible for up to five percent (5%) City matching contribution to their Deferred Compensation Plan. The TTSSEA employee will receive a City matching contribution of up to five percent (5%) of their annual salary per pay period to their Deferred Compensation Plan, contingent upon the TTSSEA employee also contributing up to five percent (5%) of salary to their Deferred Compensation Plan.

G. Longevity

Employees receive longevity pay as follows:

- Upon completion of ten (10) years of service, the employee receives longevity pay of two percent (2.0%) of their base hourly rate of pay.
- Upon completion of fifteen (15) years of service, the employee receives an additional one and one-half percent (1.5%) of their base hourly rate of pay (total of 3.5%).
- Upon completion of twenty (20) years of service, the employee receives an additional two percent (2.0%) of their base hourly rate of pay (total of 5.5%).

**Section 9. Allowances**

A. Mileage Reimbursement

An employee is compensated at the Internal Revenue Service (IRS) mileage rate for expenses incurred when using a personal vehicle on City business.

B. Meal Allowance

The City pays a meal allowance of seven dollars (\$7.00) for employees who perform a minimum of two (2) hours of "unanticipated" overtime or call-back work that extends through a regular mealtime. "Unanticipated overtime" means that the affected employee did not receive notice of the overtime until the same day as the overtime assignment occurred.

C. Bilingual Pay

Employees who are certified by the City as bilingual in an approved language and are required to communicate in languages other than English, as part of their regular assigned duties, will receive bilingual pay of two percent (2%) of the employee's base rate of pay..

Approved languages are Spanish, American Sign Language, and any other language approved by the City Manager.

D. Uniform Allowance

Upon hire, the City provides the Administrative Assistant(s) assigned to the Animal Shelter, Police Records Assistant I/II, and Senior, a uniform allowance of eight hundred and fifty dollars (\$850) on the regular payday following their appointment. Thereafter, these classifications receive an annual uniform maintenance allowance which will be reported to CALPERS for "Classic" members on a pay period basis of thirty two dollars and seventy cents (\$32.70) per pay period. Effective July 1, 2025, the uniform allowance shall be paid annually on the regular payday for the prior fiscal year, by separate check. In the case of a newly appointed employee, the employee shall receive the initial allowance the regular payday following the date of their appointment, and subsequent annual allowances as specified.

Upon hire and annually per fiscal year, the Tracy Police Department will provide employees who do not receive a uniform allowance and who are required to comply with uniform standards established by the Department, two

(2) polo shirts and two (2) pairs of BDU pants.

**Section 10. Conditions of Service**

- A. Service with the City of Tracy shall be regulated by the Personnel Rules & Regulations and Classification Plan for the positions covered by this Memorandum of Understanding.
- B. The Personnel Rules & Regulations and Classification Plan are generally implemented through the City's Administrative Procedures and Departmental Guidelines.
  - 1) *Reclassification.* If an employee requests a reclassification study, and the Department Head does not agree, the employee shall have the opportunity to appeal the reclassification request to the Personnel Officer or designee. The decision of the Personnel Officer or designee shall be final and not subject to the grievance procedure.
- C. The governing documents for the resolution of any disputes over conditions of service are the Personnel Rules & Regulations and Classification Plan.
- D. 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.

**Section 11. Miscellaneous Personnel Actions**

A. Vacancies in the Classified Service

Vacancies in higher positions in the classified service may be filled by promotion from within if the following conditions are met:

- 1) The City Manager determines that the best interests of the City will be served by promoting from within.
- 2) The person promoted meets the minimum qualifications of the promotional position.
- 3) Any promotional examination must comply with the City rules and regulations governing competitive examinations.

B. Vacancies in City Service

Vacancies in the City's service are filled by restoration, 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:

- 1) By appointment of eligible candidates from re-employment lists;
- 2) By appointment of eligible candidates from promotional lists;
- 3) By appointment of eligible candidates from an open eligibility list;

Individuals on a lateral entry employment list may be considered for appointment.



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

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

C. Transfer

An employee may be transferred from one (1) position to another position in the same or comparable classification upon approval of the Department Directors.

**Section 12. Layoff and Recall**

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

When the 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:

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

**Section 14. Disciplinary Procedure**

A. Employee Representation

Employees may have a representative present at all stages of the disciplinary process, provided the representative is not party to the action.

B. Progressive Discipline

The City applies the principle of progressive discipline where a disciplinary penalty will depend on multiple factors, including but not limited to the severity of the offense, recidivism, aggravating and/or mitigating circumstances, and the employee's overall disciplinary history, if any. Disciplinary actions may be monetary and/or non-monetary. Examples of disciplinary action include, but are not limited to:

- 1) Oral Reprimands – Oral reprimands are not subject to the disciplinary “Skelly” hearing or appeal procedure set forth in this MOU.
- 2) Written Reprimands – Written reprimands are not subject to the disciplinary “Skelly” hearing or appeal procedure set forth in this MOU.
- 3) Suspensions
- 4) Reductions in Pay
- 5) Demotions
- 6) Termination

C. Manner of Reprimand

Reprimands will not be done in a manner that will not embarrass the employee before other employees or the public.

D. Grounds for Discipline

Grounds for discipline include but are not limited to the following:

- 1) Fraud in securing employment.
- 2) Dishonesty.
- 3) Discourteous treatment of the public or other employees.
- 4) Conviction of a felony.
- 5) Conviction of a misdemeanor involving moral turpitude.
- 6) Possession, distribution, sale, use, or where the performance of duties is impaired by alcoholic beverages or illegal drugs while on City property, while on duty, or while operating a vehicle on City business.
- 7) Theft.
- 8) Falsifying entries or material omissions on City records.
- 9) Disorderly and/or unsafe conduct or actions, including violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.

- 10) Willfull destruction, damage, or misuse of property.
- 11) Incomptence, inefficiency, negligence, failure to perform work as required, and/or unsatisfactory performance.
- 12) Violation of established City policies, procedures, rules, and regulations.
- 13) Insubordination, including improper conduct toward supervisor or refusal to perform tasks assigned by a supervisor in the appropriate manner.
- 14) Excessive (and/or abusive) absenteeism and/or tardiness, including abuse of established sick leave policies, as well as other leave and/or attendance policies.
- 15) Unlwaful harassment, discrimination or retaliation.
- 16) Fighting, assault and/or battery.

E. Notice

Employees are given written notice of the proposed disciplinary action. The notice must state specifically the reason(s) for the action and explain the employee’s “Skelly” rights of appeal, if any. Employees have ten (10) calendar days from receipt of notice to request a Skelly meeting.

Prior to the effective date of the disciplinary action that results in a pay reduction, unpaid suspension, demotion, or termination, the employee may request a Skelly meeting to discuss the proposed disciplinary action. The employee or their representative may respond to the proposed disciplinary action.

F. Rights of Access

Employees are given access to copies of all materials supporting the proposed action and are provided with copies upon request.

G. Conduct of Skelly Hearing

The appointing authority or designee who has authority to amend the discipline, will be the hearing officer at the informal “Skelly” hearing. Upon consideration of all materials and discussions presented at the hearing, the appointing authority, or designee, may determine to uphold, modify, or revoke, the proposed disciplinary action.

H. Order of Disciplinary Action

If the employee does not respond to the notice of intent within the prescribed time limits, or if the City decides to proceed with disciplinary action after the Skelly meeting, the appointing authority or designee will prepare a Final Notice of Discipline including the facts, the discipline imposed, and describe the employee’s appeal rights.

I. Appeal

An employee or their representative may appeal demotions, suspensions greater than five (5) days, or terminations to an Administrative Law Judge by filing an appeal in writing with the Human Resources Director within thirty (30) calendar days of receipt of the Final Notice of Discipline.

The Administrative Law Judge will be assigned by the California Office of Administrative Hearings. The cost of the Administrative Law Judge will be paid by the City. Each party bears the cost of its own presentation, including preparation and post hearing briefs, in any.

J. Hearing

The Director of Human Resources is responsible for scheduling and notifying the employee about the time and place of the hearing and notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal manner under the direction and authority of the arbitrator.

Employees called as witnesses serve without loss of pay.

Should the Administrative Law Judge require a court reporter, the costs of the court reporter will be paid by the City. The transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.

K. Final Decision

Within forty-five (45) days of the close of the hearing, unless waived by the parties, the Administrative Law Judge will prepare the record of the hearing and will submit a written decision of findings of fact, rulings of law (if any), and a recommended decision to the City Manager. Copies will be sent to the parties. The City Manager shall issue a final decision in writing.

L. Access to Personnel/ Files

An employee and/or their representative, if authorized in writing, shall be permitted to examine the entire contents of their personnel file during regular business hours of the Human Resources Department.

No material, related to the employee's conduct, attitude, work performance, or service will be placed in the employee's personnel file without being signed and dated by the author of such material. Before such material is placed in the employee's file, the Department Head, or designee, will provide the employee the opportunity to review the material and the employee must sign and date it. The employee has the right to add supplementary material and a written response within thirty (30) days of the employer inserting an item into their file. The response is attached to the material it supplements for as long as the material remains in the file.

**Section 15. Grievances and Appeals**

A. Definition

A grievance is any dispute, which involves the interpretation or application of any provision of this Agreement, or disciplinary action that is greater in severity than a suspension of five (5) working days (or equivalent reduction in pay) taken against an employee, or the application of the Personnel Rules, or the application of Department

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

B. Confidentiality and Privacy Rights

1) Meetings and Hearings

Except as provided by the City Personnel Rules and Regulations and unless requested otherwise in writing by the grievant, all meetings and hearings for any disciplinary matters shall be private and confidential, and shall include only the parties, City representatives, Association representatives, witnesses, and other necessary attendees.

2) Release of Arbitration Award

The parties agree that written arbitration are public records. If a grievance results in a written arbitration decision and the Association releases the arbitration decision to third parties, the City may disclose any information contained within the arbitration decision to third parties. Neither the City nor Association shall release any information not contained in the arbitration decision or that is not a public record, except communications permitted by law.

C. Grievances shall be processed in the following manner:

- 1) **Informal Discussion.** Any employee who believes that they have a grievance may discuss their complaint with such departmental management official as the Department Director may designate. Grievances shall be presented within thirty (30) calendar days of the incident or knowledge of the incident, which gave rise to the grievance. The bargaining unit member or the Association representative may present the grievance orally to the immediate supervisor within ten (10) calendar days from such time as the bargaining unit member or Association should reasonably have been aware of the occurrence of the incident giving rise to the grievance. The supervisor shall provide their response within ten (10) calendar days following the informal discussion.
- 2) **Formal Submission.** Should the grievance remain unresolved, the bargaining unit member or Association representative may submit the grievance, in writing, to the Division Manager. The formal submission shall be made within ten (10) calendar days of the supervisor's response to the informal presentation of the grievance, or, if no response is received, at the conclusion of the ten (10) day period provided for informal discussion. If the grievance is not submitted within these timelines, the grievance shall be considered resolved. The grievance shall state the specific section of the Memorandum of Understanding, the Personnel Rules and Regulations, or Departmental Rules alleged to be violated, or the disciplinary action taken, and the proposed solution. The Division Manager, or their designated representative, shall render a decision in writing to the bargaining unit member and/or Association within ten (10) calendar days of receipt of the formal submission of the grievance. Copies of all written grievances filed by bargaining unit members shall be provided to the Association within a period not to exceed five (5) calendar days. Copies of responses thereto shall also be provided to the Association.
- 3) **Appeal to Department Head.** Should the grievance remain unresolved, the bargaining unit member or Association representative may, within ten (10) calendar days after receipt of the Division Manager's decision, submit the grievance in writing to the Department Director. The Department

Director shall respond to the grievance in writing ten (10) calendar days after receipt of the grievance.

It is understood that nothing shall preclude the Association from presenting a grievance to the Department Director if it is deemed that such action is warranted by the nature of circumstances of the grievance.

- 4) ***Bargaining Unit Member Relations Officer – Union Representatives.*** Except for a grievance concerning a verbal or written reprimand which may not be appealed beyond Step two (2) of this procedure, should the grievance remain unresolved, the bargaining unit member or Union representative may, within ten (10) calendar days after receipt of the Department Head response, submit the grievance in writing to the City Manager. The City Manager, or a designated representative, shall investigate the case and either respond to the grievance or meet with the bargaining unit member and/or assigned Union representative within ten (10) calendar days of the City Manager's decision shall be final and binding.
- 5) ***Disciplinary Arbitration.*** Should the grievance remain unresolved, either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager, or their representative.

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

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

- 6) ***Discipline 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 recommended decision on the City Manager and the employee. The hearing officer's decision must contain detailed findings of fact relating to the disciplinary charges. The decision may include a recommendation regarding outcome, but the final decision regarding discipline rests with the City Manager. After consideration of the hearing officer's recommended decision, the City Manager shall issue a final decision in writing. The City Manager's decision may be reviewed by administrative writ of mandamus within the time frames established by California law.

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

#### D. Time Limits

Time limits prescribed in this Agreement may be extended by mutual agreement of the parties. Failure by the bargaining unit member to follow time limits, unless so extended, shall nullify the grievance. Failure by the City to follow time limits, unless so modified, shall cause the grievance to move to Formal Submission or Appeal to Department Head, whichever is the next level, as set forth in Paragraph B of this section.

E. Consolidation

Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance.

F. Immediate Dispute Resolution

In the event there is a dispute regarding the interpretation of application of this Agreement that imminently affects the City's interest, the Association, or a substantial number of members represented by the Union, either the City or the Association may request suspension of the grievance process as set forth in Paragraph B of this section and proceed to immediate resolution discussions with the Department Director, other representative designated by the Department Director, and a Association representative. Such discussions shall be concluded within 45 days of the date of the initial request for same and the action which prompted the request for immediate dispute resolution shall be stayed, pending discussion/conclusion.

Should the dispute still not be resolved, it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.

An arbitrator to hear such case shall be selected by the parties from a panel of four professional neutral arbitrators, two submitted by each party when proceeding to arbitration pursuant to this section. The first arbitrator, selected at random, available within 48-hour period shall be selected.

In any such case, the arbitrator shall not have the power to add to or subtract from the provisions of this Agreement, the Personnel Rules, or departmental rules or orders in rendering their award. Pending prompt and immediate decisions of the arbitrator, the stay of intended action giving rise to the dispute shall continue in effect.

It is expressly understood and agreed that the provision of this Section shall not be invoked for actions involving individual bargaining unit member disciplinary actions or grievances.

G. Compensation Complaints

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

H. No Change to Memorandum

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

I. Mutual Agreement on Changes

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

J. No Strike

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

**Section 16. City Rights**

A. The City of Tracy retains the exclusive right, among others, in accordance with and subject to applicable laws, civil service and other regulations, and the provisions of this Agreement, including, but not limited to the following:

- (1) To direct employees.
- (2) To hire, promote, transfer and assign employees in positions not inconsistent with applicable classifications and/or job specifications.
- (3) To dismiss employees because of lack of work or for other just cause.
- (4) To reprimand, demote, suspend, discharge or otherwise to discipline employees for proper cause or for violation of the City's Rules and Regulations.
- (5) To determine the mission of such employees, the budget, the organization, the number of employees and the methods and technology of performing their work.
- (6) To take whatever additional action may be necessary in order to carry out and direct the employees' mission in situations of emergency.
- (7) To review, revise and/or establish job duties, workloads and workload standards as necessary during the term of this Memorandum.
- (8) The City agrees, to the extent required by Government Code Sections 3500, et. seq., to meet and confer, upon request, with unit representatives concerning the practical consequences or impact upon the bargaining unit or bargaining unit members of any management decisions modifying or changing wages, hours and working conditions; provided that the City's duty to meet and confer hereunder shall require it to delay implementation of such management decisions for no more than thirty (30) days from the date it notifies, in writing, the Association of its proposed action (measured from date of mailing by certified mail). Nothing above shall allow the City to violate any provision of this Agreement, and Association shall have the right to grieve any such violation as provided in Section 14.



**Section 17. General Provisions**

A. Definition of Seniority

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

- 1) Classification Seniority - Seniority accruing from continuous service from date of appointment to classification.
- 2) Department Seniority - Seniority accruing from continuous service within the Department from date of appointment.
- 3) City Seniority - Seniority accruing from continuous service within the City.
- 4) Seniority shall not be affected by authorized paid leave of absence.

B. Americans with Disabilities Act (ADA)

The City and the Associations recognize that the City has an obligation under law to meet with an individual employee who alleges a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement, the City finds it necessary to comply with the ADA by setting aside any provision of this Agreement in order to provide reasonable accommodation to an individual employee, such action by the City shall not be subject to the grievance procedure set forth in Section 14 of this Agreement. The Association will be advised of proposed accommodations, prior to implementation by the City.

**Section 18. Modification**

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

**Section 19. Total Agreement**

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

**Section 20. Separability of Provisions**

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

**Section 21. Event of Conflict**

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

**Section 22. Choice of Law and Venue**

The laws of the State of California shall govern this MOU. In the event of any lawsuit commenced by the City as a result of the performance of this Agreement, the parties each consent that the venue for any such action shall be laid in a court of competent jurisdiction in the County of San Joaquin, State of California.

This Memorandum of Understanding shall supersede any prior Memorandum of Understanding, rules or regulations, or past practices in direct conflict with the provisions hereof.

**APPROVED AND ACCEPTED:**

**Tracy Technical and Support Services Employee Association City of Tracy**

DocuSigned by:  
*Jade Amos*  
By: \_\_\_\_\_  
26CD5B484FC6434...  
Jade Amos, TTSSEA President  
Date: 7/11/2023 | 8:20 AM PDT

DocuSigned by:  
*Midori Lichtwardt*  
By: \_\_\_\_\_  
5E962064124242B...  
Midori Lichtwardt, Interim City Manager  
Date: 7/18/2023 | 8:45 AM PDT

## **Appendix A**

Account Clerk  
Accounting Technician  
Administrative Assistant  
Administrative Technician  
Box Office Assistant  
Box Office Coordinator  
Building Permit Technician I  
Building Permit Technician II  
Crime Analyst  
Cultural Arts Marketing Coordinator  
Cultural Arts Program Coordinator  
Cultural Arts Technical Coordinator  
Deputy City Clerk  
Executive Assistant  
GIS Technician  
Information System Technician I  
Information System Technician II  
Marketing Coordinator  
Multimedia Communications Assistant  
Multimedia Communications Coordinator  
Office Assistant  
Planning Technician  
Police Community Relations Coordinator  
Police Homeless Outreach Coordinator  
Police Records Assistant I  
Police Records Assistant II  
Police Support Services Technician  
Recreation Program Coordinator  
Senior Account Clerk  
Senior Accounting Technician  
Senior Information Systems Technician  
Senior Police Records Assistant  
Transit Coordinator

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND  
TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION  
Vacancies in City Service**

The City of Tracy and the Tracy Technical and Support Services Employee Association (TTSSEA) agree to enter into this side letter to update the language set forth in Section 11 of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2023. The revised language in this section of the MOU effective July 1, 2021 shall read as follows:

**Section 11. Miscellaneous Personnel Actions**

A. Vacancies in the Classified Service

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

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

B. Vacancies in City Service

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

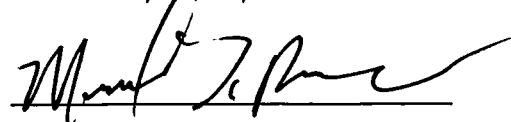
- 1) By appointment of eligible candidates from re-employment lists;
- 2) By appointment of eligible candidates from promotional lists;
- 3) By appointment of eligible candidates from an open eligibility list;

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

The City shall interview all City of Tracy employees from a promotional eligible list for any position.

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

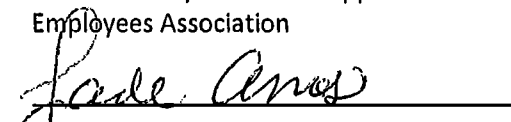
FOR THE City of Tracy



Date: 12/21/21

Michael Rogers  
City Manager

FOR THE Tracy Technical Support Services  
Employees Association



Date: 12/14/21

Jade Amos  
President of TTSSEA

**SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND  
TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION  
Medical In-Lieu**

The City of Tracy and the Tracy Technical and Support Services Employee Association (TTSSEA) agree to enter into this side letter to update the language set forth in Section 8E(5) of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2025. The revised language in this section of the MOU shall read as follows:

**Section 8. Benefits**

**E. Insurance**

**A. Insurance**

**1) Medical**

The City offers medical insurance coverage for full-time employees and their eligible dependents.

**2) Dental**

The City offers dental insurance coverage for full-time employees and their eligible dependents.

**3) Vision**

The City offers vision care benefits for full-time employees and their eligible dependents.

**4) Life Insurance**

Employees shall receive City-paid life insurance coverage in the amount of 100% of the employee's annual salary up to \$50,000.

Additional life insurance is available at the employee's expense, at an age-based rate for the employee, spouse, and child(ren).

**5) Cafeteria Plan**

**a) City Contribution**

The City maintains an account for each full-time employee in regular or probationary status within the City's Cafeteria Plan. The City contributes up to \$3,033.63 into the employee's cafeteria plan for the purchase of Medical, Dental, and Vision insurance. The cafeteria plan is increased annually by 75% of the average dollar increase of the family HMO plan premiums. The City makes monthly payments of no more than the employee's benefit level, either family, employee plus one, or employee only, to each employee's account.

**Medical In-Lieu**

Employees hired before July 1, 2007, who opt out of medical, dental, and/or vision insurance receive the balance between the premiums paid, based on plan(s) enrollment, and the maximum in-lieu amount of nine hundred and ninety-six dollars(\$996.00) per month prorated per pay period. Employees hired after July 1, 2007, will select a medical plan.

b) Approved Account Uses

The Cafeteria Plan may be used for one or more of the following purposes only: (1) payment of medical premiums that the employee is enrolled, (2) payment of dental premiums that the employee is enrolled, and/or (3) payment of vision premiums that the employee is enrolled.

Employee must provide Human Resources in writing on a form provided, and at times designated by the City each year, all information necessary to administer the Cafeteria Plan during the twelve-month period beginning the first day of each plan benefit year. Thereafter, no changes to designations may be made until the following open enrollment period without a qualifying event.

Employees are responsible for providing immediate written notification to Human Resources of any change to the number of their dependents which affects the amount of the City payment on behalf of the employee. Changes in insurance premiums will take effect the first full pay period in the month following receipt of notice of a change in dependents.

c) Flexible Benefits Plan (IRS Section 125)

The City implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary pay to employee-paid insurance premiums and other approved expenses. The City does not treat these contributions as compensation subject to income tax withholding unless otherwise directed by the Internal Revenue Service or the Franchise Tax Board.

FOR THE City of Tracy

DocuSigned by:  
*Midori Lichtwardt*  
5E962064124242B...

Date: 10/19/2023 | 6:54 PM PDT

Midori Lichtwardt  
Interim City Manager

FOR THE Tracy Technical Support Services  
Employees Association

DocuSigned by:  
*Jade Amos*  
26CD5B484FC6434...

Date: 10/17/2023 | 12:24 PM PDT

Jade Amos  
President of TTSSEA