

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF TRACY**

**AND**

**TRACY POLICE OFFICERS ASSOCIATION  
(TPOA)**

**July 1, 2023 through June 30, 2025**



Think Inside the Triangle™

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**TRACY POLICE OFFICERS’ ASSOCIATION (TPOA)  
July 1, 2023 through June 30, 2025**

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**CITY OF TRACY**  
**TRACY POLICE OFFICERS ASSOCIATION (TPOA)**  
**MEMORANDUM OF UNDERSTANDING**  
**July 1, 2023 – June 30, 2025**

Tracy Police Officers' Association 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 in reaching this Agreement.

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

**Section 1. Recognition**

**1.1 Association Recognition**

Tracy Police Officers' Association (Association) is recognized as the sole and exclusive representative as provided in the City's Employer-Employee Relations resolution for employees assigned to the classifications of: Police Corporal, Police Officer, Police Sergeant, and Police Officer Trainee.

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

**Section 3. Association Security**

**3.1 Association Dues**

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 canceled 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).

### 3.2 Use of City Facilities and Bulletin Boards

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.

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

Copies of materials must be sent to the department or division head in charge of the department bulletin board, and all materials must be dated and must identify the organization that published them.

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

## **Section 4. Association Representation**

### 4.1 Association Release Time

The City will provide up to four (4) Association representatives with release time to attend meet and confer meetings with the City without loss of compensation or benefits. The City will provide the Association's representatives with up to two (2) hours of release time, without loss of compensation or benefits, to prepare for these meetings. Association representatives must provide at least forty-eight (48) hours of written notice to the Department prior to the commencement of the release time. Release time will not be unreasonably withheld so long as there is no disruption to the operational needs of the City.

### 4.2 Access to Work Locations

Reasonable access to employee work locations is granted to Association officers and their representatives for the purpose of contacting employees concerning business within the scope of representation. Employees or representatives may not enter any work location without the consent of the Police Chief. Access is restricted to not interfere with the normal operations of the department or with established security requirements.

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

### 4.3 Association Time Bank

Association members may contribute vacation or compensatory time to the Association Time Bank (ATB) for the use of Association officers or designee(s). Use of the ATB must be authorized in writing by the Association President.

#### 4.4 Attendance at Meetings within the Scope of Representation

Association representatives may attend disciplinary meetings, disciplinary investigations, grievance meetings, arbitrations, and other meetings whereby an employee is entitled to representation, without loss of compensation or benefits. No more than one City employee in addition to the employee being disciplined may attend the meeting without prior written agreement of the Association and the City. The City will provide the Association's representative up to two (2) hours of release time, without loss of compensation or benefits, to prepare for these meetings. Should the employee require more than two (2) hours of release time, the employee must obtain written authorization from Human Resources.

#### 4.5 List of Employees

The City provides the Association 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 employees within this bargaining unit once every 120 days and a list of new hires within thirty (30) days of the hire date. Annually in January, the City provide the Association a list of employee orientation dates for the calendar year.

#### 4.6 Notice of Meet and Confer

Except in cases of emergency, the City will provide notice to the Association President and designated labor consultant regarding changes in ordinances, resolutions, rules, regulations, job classifications, or policies that fall within the scope of representation under the MMBA. The Association has fifteen (15) days to request a meet and confer.

#### 4.7 Investigation of Employee

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

#### 4.8 Peace Officers Bill of Rights

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

#### 4.9 Compliance with the Meyers-Milias-Brown Act (MMBA)

The City agrees to adhere to the provisions of the Meyers-Milias-Brown Act (MMBA) as contained in the California Government Code Sections 3500 et. seq., in all matters in which the provisions of the MMBA apply.



## **Section 5. Salary**

### **5.1 Salary**

Effective the first full pay period following adoption by the City Council, all classifications will receive a three-and-a-half percent (3.5%) salary increase.

Effective June 30, 2024, all classifications will receive a three-and-a-half percent (3.5%) salary increase.

### **5.2 Equity Adjustment**

Effective the first full pay period following adoption by the City Council, Sergeants will receive a two-point one percent (2.1%) equity adjustment.

### **5.3 Deferred Compensation**

The City contributes two-and-a-half percent (2.5%) of the employee's base rate of pay into the employee's deferred compensation plan.

### **5.4 Pay Days**

Employees are paid biweekly, every other Friday. If payday falls on a banking holiday, then payday is the preceding business day. Routine paychecks compensate for regular and overtime hours.

### **5.5 Entry Salary**

New employees are placed at the first step at the range for the classification that they are hired. If the employee possesses training or experience, that employee may start at a step above the first step with the approval of the Police Chief or the City Manager.

### **5.6 Salary Schedule**

The Salary Schedule consists of five (5) steps, with five percent (5%) between steps (A) through (E).

### **5.7 Step Advancement**

Employees receive annual step advancements until they reach the top step of the salary schedule based upon satisfactory performance on their annual performance evaluation. Denial of step increases must be based on documented performance evaluations. Increases of more than one (1) step for superior performance may be provided with approval of the Police Chief and the City Manager.

### **5.8 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 salary increase does not provide a minimum of a five percent (5%) increase, the employee will be placed at the step which results in a minimum of a five percent (5%) increase not to exceed Step E of the new salary range.

## 5.9 Salary Upon Demotion

When an employee is demoted, that employee's compensation is adjusted to the salary, that most closely approximates the employee's salary in the higher classification; in no event will that new salary be above Step E of the lower classification. If a vacancy exists in a position in a lower classification, an employee who has previously held that vacant position may voluntarily choose to demote to fill the vacancy.

## 5.10 Supervisor Premium

Employees who are routinely and consistently assigned by a manager to supervise a shift in the absence of a Sergeant or Lieutenant will receive supervisor premium in the amount of five percent (5.0%) of their base hourly rate of pay for all time worked as a supervisor.

## 5.11 Retirement

### 5.11.1 Safety Retirement

Employees hired before July 2, 2010 receive the CalPERS three percent at age 50 (3% @ 50) safety formula with the one (1) year final average compensation period. These employees pay the required twelve percent (12%) member contribution on a pre-tax basis.

Employees hired after July 1, 2010 who are not classified as a new member receive the CalPERS three percent at age 55 (3% @ 55) safety formula with the one (1) year final compensation period. These employees pay the required twelve percent (12%) member contribution on a pre-tax basis.

Employees hired after December 31, 2012 who are classified as a "new member" under the Public Employees' Pension Reform Act (PEPRA) receive the CalPERS two point seven percent at age 57 (2.7% @ 57) safety formula with the "three (3) year" final average compensation period. These employees pay one-half of the total normal cost as determined annually by CalPERS plus three percent (3%) of the employer's contribution on a pre-tax basis.

All safety retirement formulas have the following optional CalPERS retirement benefits:

- Non-Industrial Disability Standard
- Industrial Disability Standard
- Pre-Retirement Death Benefits
  - 1959 Survivor Benefit Level 4
  - Special
- Post-Retirement Death Benefits
  - \$500 Lump Sum
  - Survivor Allowance (PSRA)
- 2% COLA

### 5.11.2 Miscellaneous Retirement

Miscellaneous employees hired before December 17, 2010 receive the CalPERS two point five percent at age 55 (2.5% @ 55) miscellaneous formula with the one (1) year final average compensation period. These employees pay the required eleven percent (11%) member contribution on a pre-tax basis.

Miscellaneous employees hired after December 16, 2010, who are not classified as a new members receive the CalPERS two percent at age 55 (2% @ 55) miscellaneous formula with the one (1) year final compensation period. These employees pay the required twelve percent (12%) member contribution on a pre-tax basis.

Miscellaneous employees hired after December 31, 2012, who are classified as “new employees” under PEPRRA receive the CalPERS two percent at age 62 (2% @ 62) miscellaneous formula with the three (3) year final compensation period. These employees pay one-half of the total normal cost as determined annually by CalPERS plus three percent (3%) of the employer’s contribution on a pre-tax basis.

All miscellaneous retirement formulas have the following optional CalPERS retirement benefits:

- Social Security Coverage
- Non-Industrial Disability Standard
- Post-Retirement Death Benefits
  - \$500 Lump Sum
  - Survivor Allowance (PSRA)
- 2% COLA

### 5.11.3 Retirement Bonus

Employees who complete thirteen (13) years of continuous employment with the Tracy Police Department will receive one (1) month of pay at the time of retirement from the City of Tracy or upon promotion to a position elsewhere in the City.

## **Section 6. Hours of Work**

### 6.1 Workweek & FLSA Work Period

#### 40-Hour Work Schedules

The workweek is from Sunday at 12:00 a.m. through the following Saturday at 11:59 p.m. unless otherwise designated by the Personnel Officer.

#### 5/8 Work Schedules

Police Officer Trainees work the 5/8 work schedule.

#### 4/10 Work Schedules

Employees not in the Patrol Division work the 4/10 schedule.

#### 9/80 Work Schedules

For employees working on the 9/80 schedule, the workweek begins and ends halfway between the eight (8) hour workday every other Friday.

#### 4/11 Work Schedules

The work period for employees working the 4/11 schedule is twenty-eight days.

##### 1. Description:

The work schedule remains 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. The 4-11 work schedule is four (4) consecutive 11-hour shifts followed by four (4) consecutive days off, for employees assigned to the Patrol Unit within the Field Operations Division. Employees are assigned to one (1) of two (2) teams; "A-Team" or "B-Team" and remain with the same team the entire year. Teams have three (3) squads: days, swings, and graves. The start and end times for each of these squads is determined based on the needs of the Department, as determined by the Chief of Police. Days off are rotating.

##### 2. Make-up Work Hours:

Employees assigned to the 4-11 work schedule are required to work an additional 67 hours or 78 hours per year in addition to their scheduled workdays to attain 2080 work hours within a calendar year. "Make-up Work Hours" will be scheduled on the employees' days off as follows:

- Six (6) 10-hour training days each calendar year. The training days are pre-scheduled for employees at the beginning of the calendar year.
- One (1) 7-hour pre-scheduled work shift to staff special events.
- Employees not scheduled for 2080 hours in the calendar year will be prescheduled additional payback hours as needed.

"Make-up Work Hours" are scheduled so employees do not exceed 171 hours in the 28-day FLSA work period. Employees may not be scheduled for more than one 10-hour training day within a 28-day work period.

##### 3. Shift Selection:

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

## 6.2 Detective Standby

Police Officers and Corporals assigned to the General Investigations Unit who are assigned weekly standby outside of their normal work hours may utilize a City-owned vehicle to be taken home and driven when called back to work and receive 2.29 hours per day of straight-time pay.

The Sergeant assigned to the General Investigations Unit will receive one hundred and thirty-four dollars (\$134.00) per pay period for standby duties.

Standby Pay is issued on the paycheck following the pay period in which the standby occurred.

## 6.3 Shift Trades

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

## 6.4 Notice of Schedule Change

Employees will be provided at least seventy-two (72) hours advanced notice via contact info on file (e.g., phone, voicemail, text message, scheduling software or email) when their regular hours of work are being changed. Employees who are off duty at the time of the notification must be called by phone. A voicemail message, text message or electronic mail message shall not satisfy the notification requirement to an employee who is off duty.

## 6.5 Shift Selection – Patrol Officer

The shift schedule for the calendar year will consist of two (2), six (6) month periods with shift changes in early January and July.

At least sixty (60) days prior to annual January shift change, officers will select shifts, by seniority, for the next full calendar year.

The Department reserves positions on each shift for Canine Officers and probationary employees (limited to one slot per shift).

Officers are provided with a minimum of seventy-two (72) hours advanced notice of their scheduled fifteen (15) minute shift selection time. Officers who cannot be present for their selection time may phone in their selection to the on-duty watch commander or supervisor or submit a written selection in advance. In the event an officer fails to make a selection during their designated time, the officer is relegated to those shifts available when the officer reports to select their shift.

During January, following shift selection, each officer is requested to schedule a minimum of eighty (80) hours of vacation for the calendar year. Vacation selection is made in seniority order during shift selection. Vacations requested after annual leave selection are approved on a case-by-case basis.

Officers returning to patrol from special assignments are assigned to existing shift vacancies until they are able to participate in the next shift selection process.

Officers near the end of the special assignment rotation and officers within the last three (3) months of their probation will participate in the annual shift selection process.

The Department assigns probationary officers to shifts and rotate as deemed appropriate by the Department.

Vacancies that occur during the year following shift selection are to be filled/assigned by the Department until the next shift selection process.

#### 6.6 Shift Selection – Corporal and Sergeants

The shift schedule for the calendar year will consist of two (2), six (6) month periods with shift changes in early January and July. At least sixty (60) days prior to annual January shift change, corporals/sergeants will select shifts, by seniority, for the next full calendar year.

Sergeants are provided with a minimum of seventy-two (72) hours advanced notice of their scheduled fifteen (15) minute shift selection time. Sergeants who cannot be present for their selection time may phone in their selection to the on-duty watch commander or supervisor or submit a written selection in advance. In the event a sergeant fails to make a selection during their designated time, the sergeant will be relegated to the end of the seniority list.

During January, following shift selection, each sergeant is required to schedule a minimum of eighty (80) hours of vacation for the calendar year. Vacation selections are made in seniority order during shift selection. Vacations requested after annual leave selections are approved on a case-by-case basis.

Sergeants returning to patrol from special assignments are assigned to existing shift vacancies until they are able to participate in the next shift selection process. Sergeants near the end of the special assignment rotation and Sergeants within the last three (3) months of their probation will participate in the annual shift selection process.

Vacancies that occur during the year following shift selection are filled/assigned by the Department until the next shift selection process.

### **Section 7. Overtime Call-Back**

#### 7.1 Overtime for Miscellaneous Employees

Employees who work in excess of forty (40) hours per workweek will receive overtime for all hours in excess of forty (40) hours at time and a half their regular rate of pay.

#### 7.2 Overtime for Safety Employees

Police Officers, regardless of rank, are subject to an FLSA work period that is twenty-eight (28) days in length with an FLSA overtime threshold of 171 hours, pursuant to 29 U.S.C. section 207(k).

Overtime is paid at one and a half times the employee's regular rate of pay. An employee may take overtime in cash or CTO.

Employees on a forty (40) hour work schedule receive overtime for hours worked in excess of forty (40) hours per workweek or for hours worked outside of their regularly scheduled work shifts.

Employees on a 4/11 work schedule receive overtime for hours worked in excess of 171 hours in the 28-day FLSA pay period or for hours worked outside of their regularly scheduled work shifts.

### 7.3 Scheduled Overtime

Scheduled means at least twenty-four (24) hours prior notice. A sign-up sheet will be used for scheduled overtime as soon as the need is known or at least two (2) weeks in advance whenever possible. In the event that no employee signs up for the posted scheduled overtime, the overtime shift will be assigned and when feasible the employee will be provided seventy-two (72) hours' notice. Failing or refusing to perform scheduled overtime is grounds for discipline.

### 7.4 Emergency Overtime

Employees may be assigned mandatory overtime, on emergency basis, by the Police Chief or designee. Emergency Overtime is any overtime to (1) meet minimum staffing for patrol, (2) backfill positions during a critical incident (Officer Involved Shooting, Death In Custody, Line-of -Duty Death), an unplanned emergency occurrence, or emergencies as determined by the Chief of Police or designee.

### 7.5 Overtime Compensation

The regular rate of pay is computed by the following formula: an employee's remuneration for employment, including all includable remuneration as set forth in the Fair Labor Standards Act, 29 CFR § 779.18 during the work period, divided by the total number of hours actually worked in that period.

### 7.6 Compensatory Time Off

Employees may not accrue more than one hundred sixty-four (164) hours of compensatory time.

Detectives are allowed to accrue up to a maximum of two hundred and four (204) hours of CTO.

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

The use of CTO is at the discretion of the Police Chief to ensure the assignment of adequate personnel to provide and maintain the City services. Employees must have sufficient hours available in CTO bank when the CTO request is submitted. The department will grant an employee request to use accumulated CTO provided that: 1) the department can accommodate the use of CTO on the date requested without undue disruption; 2) it does not fall on a mandatory training or maximum deployment day listed in the Patrol Calendar (the list of maximum deployment days is placed on the calendar at the beginning of the shift bidding for the calendar year); and 3) the employee makes the request in writing to the supervisor no later than five (5) days prior to the date requested. Undue disruptions occur when the department falls below minimum staffing for a shift, during special events when maximum staffing is required, and where the employee(s) absence would interfere with the successful operation of the department as a whole.

### 7.7 Call-Back Pay

Any employee, who is called back to duty will receive three (3) hours of overtime for each call-back. If separate call-backs overlap within a three (3) hour period, the employee will be paid for one call-back.

If the return to work is contiguous with the employee's scheduled shift and the employee is provided with a minimum of four (4) hours advance notice, the employee will not be paid Call Back Pay.

### 7.8 Court Appearances

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

Employees who are off duty for more than one (1) hour who are required to testify in court in their official capacity as a peace officer will be compensated for a minimum of four (4) hours. If separate court appearances overlap within a four (4) hour period, the employee will be paid for one court appearance.

## **Section 8. Differentials**

### 8.1 Special Assignment Pay

Detective Premium – Employees who are routinely and consistently assigned to the General and Special Investigations Unit will receive detective premium in the amount of five percent (5.0%) of their base hourly rate of pay for the duration of the assignment.

Field Training Officer (FTO) Premium – Police Officers who are routinely and consistently assigned to train employees will receive training premium in the amount of five percent (5.0%) of their base hourly rate of pay for the duration of the assignment.

Employees assigned as a School Resource Officer, Neighborhood Resource Officer (NRO), Community Policing Sergeant, Administrative Sergeant/Chief of Staff, or Traffic Safety Unit Sergeant will receive special assignment pay in the amount of five percent (5.0%) of their base hourly rate of pay for the duration of the assignment.

### K-9 Assignments

The K-9 officer will receive thirty (30) minutes of overtime per day for the feeding, grooming, and other normal chores associated with maintaining a dog in a clean and healthy environment while they are assigned as the K-9.

### Motorcycle Assignments

Employees on a motorcycle special assignment will receive three point nine-six (3.96) hours of overtime per pay period to perform normal maintenance, washing and waxing of their assigned motorcycle.



## Removal from Special Assignments

The Chief of Police may at their sole discretion assign or remove an employee from any of these special assignments.

### 8.2 Education Incentive Pay

Employees who possess an Associates of Arts degree, or higher degree receive education incentive in the amount of five percent (5%) of their base rate of pay.

### 8.3 POST Incentive Pay

Employees who possess a POST Intermediate Certificate receive POST incentive in the amount of two and a half percent (2.5%) of their base rate of pay.

OR

Employees who possess a POST Advanced Certificate receive POST incentive in the amount of six percent (6%) of their base rate of pay.

OR

Employees who possess a POST Supervisory Certificate receive POST incentive in the amount of eight and a half percent (8.5%) of their base rate of pay.

### 8.4 Longevity

Effective the first full pay period following adoption by the City Council, employees receive longevity pay as follows:

- Upon completion of five (5) years of service, employees receive longevity pay of three percent (3.0%) of their base hourly rate of pay.
- Upon completion of ten (10) years of service, employees receive an additional two percent (2.0%) of their base hourly rate of pay (total of 5%).
- Upon completion of fifteen (15) years of service, employees receive an additional two percent (2.0%) of their base hourly rate of pay (total of 7%).
- Upon completion of twenty (20) years of service, employees receive an additional three percent (3.0%) of their base hourly rate of pay (total of 10%).

### 8.5 Lateral Police Officer Referral Program

Employees who refer an eligible Lateral Police Officer hire and complete the Employee Referral Form, will receive an incentive of up to one thousand dollars (\$1,000.00) for newly hired and retained Lateral Police Officers. The City pays the referral incentive in two (2) installments. The

City pays five hundred dollars (\$500.00) to the referring employee when the candidate is hired and five hundred dollars (\$500.00) to the referring employee once the candidate completes their field-training program.

The City will only identify one (1) employee as the referring employee for each eligible applicant. The Police Chief retains the right to modify the program based on the needs of the department.

## **Section 9. Allowances**

### **9.1 Uniforms – Sworn Personnel**

Upon hire, employees will receive nine hundred dollars (\$900.00) for the purchase of uniforms and a uniform allowance of thirty-five (\$35.00) per pay period for the purchase and maintenance of uniforms.

Motorcycle officers are provided with one new helmet, one leather uniform jacket, one pair of motorcycle boots, two pairs of breeches, two pairs of safety glasses (one clear and one tinted), and one pair of leather riding gloves.

### **Non-Sworn Personnel**

The City provides required uniforms to non-sworn personnel.

### **9.2 Replacement/Repair of Equipment**

The City pays for the replacement or repair of uniforms and equipment damaged in the line of duty.

### **9.3 Mileage Reimbursement**

An employee who is required to provide transportation for the performance of their job will receive reimbursement equal to the Internal Revenue Service (IRS) mileage rate. Reimbursement does not apply to commuting, to or from their residence, by an employee.

### **9.4 Education Reimbursement**

Upon Police Chief approval, an employee who completes a course of study and receives a grade of “C” or better may be reimbursed for University of California’s fees, books, and tuition up to a maximum of \$5,000.00 per year to a lifetime maximum of \$20,000.00. Employees enrolled in an accelerated degree program, may be eligible for accelerated reimbursement subject to Department approval.

### **9.5 Bilingual Pay**

Employees certified by the City as bilingual in an approved language will receive bilingual pay in the amount of two percent (2%) of their base rate of pay.

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

**Section 10. Holidays****10.1 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

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.

**10.2 Holiday In-Lieu Pay for Sworn Employees**

Employees are in positions that are scheduled to work without regard for the holidays listed above. Employees receive holiday-in-lieu in the amount of five-point seventy-five percent (5.75%) of their base hourly rate of pay in lieu of receiving any other form of holiday compensation.

**Section 11. Vacation****11.1 Vacation Accrual**

Employees accrue vacation per pay period as follows:

Months of Continuous Employment	Hours Accrual
0 to 59	3.69
60 to 120	5.54
121 to 180	6.15
192	6.46
204	6.77
216	7.08
228	7.39
240	7.70
252	8.01
264	8.32
276+	8.63

### 11.2 Vacation Accumulation

Employees may accrue a maximum of four hundred and forty-eight (448) hours of vacation.

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

Employees who accrue more than two hundred and twenty-four (224) hours of vacation per year, are considered "grandfathered" and will continue to accrue the same number of hours.

### 11.3 Vacation Scheduling

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

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

### 11.4 Vacation

Employees may not take vacation during their first six (6) months of employment. Vacation may be taken the pay period following its accrual.

### 11.5 Vacation Pay

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

### 11.6 Vacation Buy-Back

By November 1 of each year, 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 50% of the cash-out on the second pay period in July, and the remainder on the first pay period in December.

## **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**

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 that shift.

### **12.3 Usage**

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

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

### **12.4 Doctor's Certificate**

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

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

Nothing in this section precludes a supervisor from requiring, with cause, a health care provider's statement for an absence of three (3) or fewer days after the first three (3) days of paid sick leave are used in a 12-month period.

### **12.5 Sick Leave Pay Off**

Upon death while actively employed, the employee's estate shall receive straight time pay for accrued sick leave. If an employee separates employment for any reason, accumulated sick leave shall be canceled. Such accumulated sick leave, however, is credited to the employee if they return to City employment within two (2) years of separation.

### **12.6 Sick Leave Conversion at Retirement**

An employee who retires with at least ten (10) years of service may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank is determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay including incentives. The

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

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

#### 12.7 Retiree Medical Sick Leave Conversion Reopener

The parties agree to continue meeting and conferring up to and including the impasse procedures over Section 12.6 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.

### **Section 13. Non-Sworn Short-Term Disability**

#### Non-Sworn Personnel

Employees pay .83% of their base rate of pay for mandatory participation in the City's Short-Term Disability (STD) insurance plan.

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

To the extent accumulated sick leave or vacation is available, the employee will continue to receive normal paychecks. Payments received from the insurance carrier must be turned in to the City, unless the employee declined paid leave in writing at the time of disability. When insurance checks are received by the City, a portion of the employee's next paycheck, equal to the amount turned in, is paid as nontaxable income, and sick leave or vacation will be paid for the balance of the paycheck.

In no case may an employee receive more income than the amount of their normal pay.

### **Section 14. Leaves of Absence**

#### 14.1 Approved Absence Without Pay

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

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

#### 14.2 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, sick leave, or CTO, with the approval of the Chief or designee; additional leave will not be unreasonably denied.

In the event of the death of a relative, not a member of the immediate family, employees may take one (1) day of vacation, CTO, or unpaid leave to attend the funeral.

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

#### 14.3 Military Leave

- (a) Military leave is granted in accordance with provisions of State and Federal laws. For purposes of this section, "military duty" applies to both "active" and "inactive" military duty. Employees who are ordered to active military duty will provide the City with a copy of the Orders. Employees who are required to engage in weeknight or weekend military drills as part of their inactive military duty, will provide the City with documentation of the requirement. Employees entitled to military leave will give the department head an opportunity, within the limits of military regulations, to determine when such leave is granted. An employee on military leave of absence who has been an employee of the City for not less than one (1) year is entitled to receive their salary for the first thirty (30) calendar days of such absence. Pay for such purposes may not exceed thirty (30) days in any one (1) fiscal year.
- (b) An employee returning from military duty are entitled to appointment to the same or a corresponding position with full salary and benefits, including within-class-pay step increases as would have been received had the employee remained for that period of time in active service with the City. Application to the City must be made within six (6) months of discharge. An employee returning to employment following military leave may not be discharged without cause within one (1) year after reinstatement.
- (c) A person employed to fill a position made vacant by an employee on military leave of absence will hold the position, subject to being laid off upon reinstatement of the employee to their former position. An employee promoted to fill a position made vacant by an employee on military leave will hold the position, subject to being reinstated to their former position upon return of the employee.

#### 14.4 Maternity Leave

Maternity leave is granted in accordance with applicable state and federal laws. A request for maternity leave must be submitted to the City Manager no later than the end of the sixth (6<sup>th</sup>) month of pregnancy.

The City will provide a temporary transfer for a pregnant employee to a less strenuous or hazardous position for the duration of the pregnancy: (1) if they request the transfer and (2) if they submit

verification from their doctor that such reassignment is medically advisable. The type of duty is at the discretion of the City and where the transfer can be reasonably accommodated. The City reserves the right to assign the employee to other duties within the City as may be available or as needed.

The City complies with the provisions of the Family Medical Leave Act and California Family Rights Act.

#### 14.5 Family and Medical Leave Act

The City complies with Family and Medical Leave Act.

#### 14.6 Court Pay

Employees will receive full pay when serving on a jury, or to testifying as a result of prior employment as a peace officer.

### **Section 15. Health Insurance**

#### 15.1 Medical

##### 15.1.1 Plans Provided

The City offers medical insurance through Kaiser and Sutter. The City reserves the right to change medical providers, and the parties shall meet and confer regarding any change in providers.

##### 15.1.2 New Employees

New employees are required to select and maintain a medical plan for at least the employee.

#### 15.2 Dental

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

#### 15.3 Vision Care

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

#### 15.4 Life Insurance

The City provides Life Insurance in the amount of fifty thousand dollars (\$50,000). This coverage is mandatory for employees. The City pays the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month.



## 15.5 Cafeteria Plan

### 15.5.1 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 \$2994.13 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 employee's account.

### 15.5.2 Cash Out Options

Employees hired before September 1, 2006, who opt out of medical insurance receive nine hundred and forty-three dollars (\$943.00) per month.

### 15.5.3 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, (3) payment of vision premiums that the employee is enrolled, (4) mandatory payment of life insurance premiums.

Employees 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.

### 15.5.4 Notification of Changes in Number of Dependents

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.

### 15.5.5 Continuance of 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 to pay 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.

## **Section 16. Probationary Period**

### **16.1 Purpose**

New and promoted employees serve a probationary period. The probationary period is considered the last portion of the selection process. Its purpose is to allow the Police Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.

### **16.2 Initial Probation**

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

The probationary period for new employees with acceptable prior police work experience is one (1) year. The Police Chief may extend the probationary period in increments of up to a maximum of six (6) months.

The probationary period will be extended for any absence equivalent to one full pay period up to the remaining period left towards completing the original probationary period.

An employee in a probationary status may be released without cause.

### **16.3 Promotional Probation**

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

An employee, who accepts a promotion, may be rejected during the probationary period without cause. The employee retains all other rights of a regular employee in the classification held prior to promotion. Those rights can only be affected for cause.

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

### **16.4 Probationary Reports**

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

## **Section 17. Miscellaneous Personnel Actions**

### **17.1 Vacancies in the Classified Service**

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

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

### 17.2 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:

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

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

The number of eligible candidates on a promotional list 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.

### 17.3 Transfer

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

## **Section 18. Layoff and Recall**

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, unless that employee has been offered the temporary work.

Layoffs are made in accordance with the rules below:

- (a) Layoffs are by classification seniority plus higher classification.

- (b) The employee to be laid off may displace an employee in the next lower classification in that they previously held permanent status, provided the displaced employee has less classification seniority.
- (c) An employee may demote or transfer to a vacant position in a classification that they possess the necessary skills, as determined by the minimum qualifications and job specifications for the position.
- (d) Employees laid off will remain on a Re-employment list for two (2) years in order of classification seniority.
- (e) A former employee appointed from a Re-employment list will have any unused sick leave restored and have their previous years of service directly prior to being laid off count towards the calculation of vacation accrual.

## **Section 19. Disciplinary Procedure**

### **19.1 Employee Representation**

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

### **19.2 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:

- A. Oral Reprimands – Reprimands will be done in a manner that will not embarrass the employee before other employees or the public. Oral Reprimands are not considered discipline but are considered training.
- B. Written Reprimands
- C. Suspensions – The Police Chief may suspend an employee, without pay, for a maximum of thirty (30) calendar days without an agreement between the City and the employee or their representative. Employees suspended may use up to fifteen (15) days of vacation or CTO in lieu of suspension without pay upon the recommendation of the Police Chief and approval of the City Manager.
- D. Reductions in Pay – The Police Chief may reduce an employee's pay not to exceed the equivalent of thirty (30) calendar days of pay without an agreement between the City and the employee or their representative.
- E. Demotions
- F. Termination

### 19.3 Grounds for Discipline

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

- A. Fraud in securing employment.
- B. Dishonesty
- C. Discourteous treatment of the public or other employees.
- D. Conviction of a felony.
- E. Conviction of a misdemeanor involving moral turpitude.
- F. 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.
- G. Theft
- H. Falsifying entries or material omissions on City records.
- I. 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.
- J. Willful destruction, damage, or misuse of property.
- K. Incompetence, inefficiency, negligence, failure to perform work as required, and/or unsatisfactory performance.
- L. Violation of established City policies, procedures, rules, and regulations.
- M. Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor in the appropriate manner.
- N. Excessive (and/or abusive) absenteeism and/or tardiness, including abuse of established sick leave policies, as well as other leave and/or attendance policies.
- O. Unlawful discrimination or retaliation.

### 19.4 Notice

The employee and the employee's representative will be given written notice of the proposed disciplinary action at least ten (10) calendar days prior to the date of the proposed disciplinary action.

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.

If the City decides to proceed with disciplinary action after the Skelly meeting, the Police Chief or City Manager will prepare a Final Notice of Discipline including the facts, the discipline imposed and describe the employee's appeal rights.

#### 19.5 Appeal

Employees wishing to appeal a demotion, suspension, or dismissal must file an appeal in writing with the City Manager within ten (10) calendar days of receipt of the Final Notice of Discipline.

An employee or their representative may appeal suspensions, demotions, or termination to an arbitrator by notifying the Director of Human Recourses within ten (10) calendar days of the issuance of the Final Notice of Discipline.

The parties may agree on an Arbitrator. If they are unable to do so, the Director of Human Resources will request a list of arbitrators from the State Mediation and Conciliation Services. The arbitrators must reside in California if appearing in person and have public agency experience. The parties will alternate striking names until one (1) arbitrator remains; the moving party shall strike first.

#### 19.6 Hearing

The Director of Human Recourses is responsible for scheduling and notifying the employee about the time and place of the hearing and notifying the Arbitrator 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.

#### 19.7 Costs

The cost of the Arbitrator, transcript, and the list(s) from the State Mediation and Conciliation Service will be shared equally between TPOA and City. The transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.

#### 19.8 Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Arbitrator will prepare the record of the hearing and will submit a written decision of findings of fact, rulings of law (if any), and a decision to the City Manager. Copies will be sent to the parties. The Arbitrator's decision is final and binding.

### 19.9 Access to Personnel Files

An employee and/or their representative, if authorized in writing, are permitted to examine and/or receive a copy of the entire contents of their personnel file during regular business hours of the Human Resources Department. "Personnel File" is defined by California Penal Code Section 832.8.

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 in their file. The response is attached to the material it supplements for as long as the material remains in the file.

Citizen complaints, reports, and findings will be purged except where there is litigation pending involving the complaint, when allowable pursuant to Sections 832.5, 832.7, and 832.8 of the California Penal Code.

## **Section 20. Grievance Procedure**

### 20.1 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.

### 20.2 Definitions

1. A grievance is a complaint of one (1) or more employees or a dispute between TPOA and the City involving the application or enforcement of the express terms of this Agreement.
2. A grievant is one (1) or more employees or TPOA who submits a grievance.
3. Grievances involving the payment of compensation may be filed at step 2.
4. 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.
5. The written grievance must include the following:
  - a. A statement of the grievance clearly indicating the question raised by the grievant.
  - b. The remedy or correction requested.
  - c. The grievance must be signed and dated by the grievant.

### 20.3 Process

#### Step 1

Within thirty (30) calendar days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of the event, the grievant must file a formal written grievance with the Police Chief or designee. Within fifteen (15) calendar days of the receipt of the grievance, the Police Chief or designee will investigate the grievance. Within thirty (30) calendar days of the receipt of the grievance the Police Chief or designee will provide the grievant with a written response.

#### Step 2

If the grievant is not satisfied with the Step 1 response, the grievant may, within fifteen (15) calendar days file a written appeal to the City Manager. Within fifteen (15) calendar days of the receipt of the grievance, the City Manager or designee will investigate the grievance. Within thirty (30) calendar days of the receipt of the grievance, the City Manager will provide the grievance with a written decision.

#### Step 3

If the grievant is unsatisfied with the Step 2 decision, TPOA may file an appeal within fifteen (15) calendar days to arbitration by notifying the Director of Human Resources in writing. The parties may agree on an arbitrator. If they are unable to do so, the Director of Human Resources will request a list of arbitrators from the State Mediation and Conciliation Services. The arbitrators must reside in California or have billing office in California, if appearing in person and have public agency experience. The parties will alternate striking names until one (1) arbitrator remains; the moving party shall strike first.

#### Conduct of the Hearing

The Director of Human Resources is responsible for scheduling and notification as to the time and place of the hearing and notifying the Arbitrator of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal manner.

Employees called as witnesses serve without loss of pay.

An Arbitrator's decision may not alter any provisions of this Memorandum of Understanding, any City personnel rules, or any State or Federal law or regulation.

#### Costs

The cost of the Arbitrator and the list(s) from the State Mediation and Conciliation Service will be shared equally between TPOA and City. The cost of a court reporter is shared equally between the TPOA and the City. The transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.



## Final Decision

Within sixty (60) calendar days of the conclusion of the hearing, unless waived by the parties, the Arbitrator will prepare the record of the hearing and will submit a written decision to the City Manager. Copies will be sent to the parties. The Arbitrator's decision is final.

## 20.4 No Strike

TPOA, 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 TPOA nor any representatives will 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 21. General Provisions**

### 21.1 Safety

The City provides and maintains safe working conditions.

Employees are not required to work in an area where conditions exist that are unsafe or detrimental to health without adequate and proper protective clothing and/or equipment.

The City supplies employees with all safety equipment required by the City and/or Cal OSHA. Equipment includes but is not limited to firearms, holsters, leather goods, radios, flashlights, and soft body armor.

### 21.2 Modified Duty Assignments

The City endeavors to provide modified duty assignments, in a non-discriminatory, manner to employees injured on the job; provided, however, that employees injured on-duty are given preference, for available modified duty assignments before employees injured off the job. Assignments are based upon the needs of the department within the medical limits set by the employee's treating physician.

The City endeavors, where possible, to place an injured employee on modified duty assignments comparable to their regular duty assignments, preferably within their regular division.

### 21.3 Definitions of Seniority

- a. Classification Seniority - Seniority in the current classification plus higher classifications. Ties in Classification Seniority are first broken by total sworn City service, then by City Seniority.
- b. Department Seniority - Seniority accruing from continuous service within the Department. Ties in Department Seniority are broken by City service.

- c. City Seniority - Seniority accruing from continuous service within the City. Ties in City Seniority are broken by lot.

Seniority is not affected by authorized paid leave of absence.

#### 21.4 Americans with Disabilities Act (ADA)

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

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

#### **Section 22. Modification**

This Agreement may only be modified in writing by written agreement between the City and the Association.

#### **Section 23. Total Agreement**

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

#### **Section 24. Severability**

Should any section, clause, or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, invalidation of the section, clause, or provision does not invalidate the remaining provisions of this Agreement. In the event of invalidation, the parties agree to meet and confer concerning substitute provisions for provisions declared illegal.

#### **Section 25. Event of Conflict**

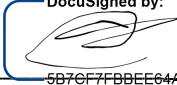
This Agreement supersedes any prior Agreement, rules, or regulations in direct conflict with the provisions of this Agreement.

#### **Section 26. Term**


This Agreement is effective July 1, 2023 and remains in full force and effect through June 30, 2025.

**APPROVED AND ACCEPTED:**

**TRACY POLICE OFFICERS  
ASSOCIATION (TPOA)**

DocuSigned by:  
  
By \_\_\_\_\_  
5B7CF7FBDEE64AD...  
Sean Howell,  
Labor Consultant, Mastagni Law

Dated 8/3/2023 | 1:45 PM PDT

DocuSigned by:  
  
By \_\_\_\_\_  
01B932008FB5483...  
Brett Hicks, TPOA President

Dated 8/4/2023 | 11:25 AM PDT

**CITY OF TRACY ("CITY")**

DocuSigned by:  
  
By \_\_\_\_\_  
5E962064124242B...  
Midori Lichtwardt,  
Interim City Manager

Dated 8/7/2023 | 1:09 PM PDT