

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TRACY

AND

**THE TRACY MID-MANAGERS
BARGAINING UNIT
(TMMBU)**

July 1, 2025 through June 30, 2029



Think Inside the Triangle™

**Human Resources Department
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TRACY MID-MANAGERS BARGAINING UNIT (TMMBU)
July 1, 2025 through June 30, 2029

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CITY OF TRACY
TRACY MID-MANAGERS BARGAINING UNIT (TMMBU)
MEMORANDUM OF UNDERSTANDING
July 1, 2025 – June 30, 2029

Tracy Mid-Managers Bargaining Unit and the City of Tracy met and conferred in good faith regarding wages, hours and other terms and conditions of employment, and freely exchanged information, opinions and proposals.

This Memorandum of Understanding (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, 2025 and ending June 30, 2029.

Section 1. Recognition

1.1 Tracy Mid-Managers Bargaining Unit Recognition

Tracy Mid-Managers Bargaining Unit (TMMBU) 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 Exhibit A.

1.2 City Recognition

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

Section 2. TMMBU Security

2.1 TMMBU Dues

Upon certification from TMMBU 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 TMMBU and communicated to the City annually. The City will promptly remit deductions to the TMMBU through Electronic Funds Transfer (EFT). Employee requests to cancel membership dues deductions from the employee's paycheck must be directed to the TMMBU. The City may only request a copy of a dues authorization in case of a dispute. The TMMBU 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).

2.2 Use of City Facilities and Bulletin Boards

The TMMBU may, with the prior approval of the City Manager or designee, use 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 TMMBU.

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

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

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

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

Section 3. TMMBU Representation

3.1 Attendance at Meetings by Employees

Employees are entitled to one (1) TMMBU representative to attend a meeting addressing the employee's proposed discipline. This Section applies to employees on paid release time and not to TMMBU staff or witnesses who may be necessary to the meeting.

3.2 TMMBU Representatives

The TMMBU may appoint a reasonable number of representatives. Representatives may report grievances that cannot be adjusted on the job to the TMMBU, provided that the representative or the TMMBU may not order any changes, and no changes will be made except with the consent of the City.

Association representatives may attend grievance meetings whereby an employee is entitled to representation without loss of compensation or benefits. Representatives must obtain the approval of the department head, or designee, before leaving work to investigate or process a grievance. Approval will not be unreasonably denied.

3.3 Access to Work Locations

Reasonable access to employee work locations is granted to TMMBU officers and their representatives to contact employees in the bargaining unit concerning business within the scope of representation. Employees, officers, or representatives may not enter any work location without the consent of the Department Head or the Personnel Officer. Consent will not be unreasonably denied. 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 an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections or distributing literature, may not be conducted during on-duty hours.

3.4 Access to Personnel Files

An employee or an employee's representative with written authorization from the employee, will have access to the employee's personnel file upon request. No written reprimand or performance

evaluation will be placed in an employee's personnel file until that employee has seen and has had opportunity to review the document.

3.5 List of Employees

The City furnishes the TMMBU 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. The City is not required to provide such information in any format other than one already used by the City.

3.6 Advance Notice

Except in cases of emergency, TMMBU will be given reasonable advance written notice of any changes to 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.

Section 4. Salary

4.1 Salary

Effective the first full pay period following adoption by the City Council, all classifications will receive a five percent (5%) salary increase.

All employees in this unit employed on or before the date of Council approval shall receive a one-time (non-persable) lump sum payment in the amount of nine thousand and forty-nine dollars (\$9,049). Employees may elect to receive the lump sum payment as a direct payment, a contribution to their deferred compensation account, or a combination of both, subject to applicable laws and plan limits.

Effective June 28, 2026, all classifications will receive a four percent (4%) salary increase.

Effective June 27, 2027, all classifications will receive a four percent (4%) salary increase.

Effective June 25, 2028, all classifications will receive a four percent (4%) salary increase.

4.1.1 Me-Two Clause

The City is providing TMMBU a me-too clause for general salary increases (Cost of Living Adjustments) for other represented units on a prospective basis. This provision expires on June 30, 2029.

4.1.2 Term

This Agreement is effective July 1, 2025 and continues in full force and effect through June 30, 2029.

4.3 Recruitment and Retention Adjustments

In recognition of a competitive labor market, the City Personnel Officer has the discretion to increase compensation or benefits for challenging recruitment and/or retention circumstances.

If market conditions affect an identified classification, any pay adjustment(s) will be made to all employees within the classification.

Section 5. Benefits

5.1 Work in a Higher Classification

When a mid-manager is assigned to fill a Department Head vacancy in an acting capacity as defined by the City's Administrative Policies and Procedures, compensation will be paid at entry level of Department Head position or at ten percent (10%) over the mid-manager's current base rate, whichever is greater with placement within the salary range of the Department Head position after one full pay period, retroactive to the first day of such assignment.

The City provides temporary assignment pay as set forth in the City's Administrative Policies and Procedures.

TMMBU employees or Department Heads may annually initiate the evaluation of a reclassification of a position based on changes of duties and responsibilities. The reclassification process of TMMBU employees is managed by the Human Resources Department and guided by Section 8.10 of the City of Tracy Personnel Rules and Regulations.

5.2 Deferred Compensation

The City matches the employee's contribution to their deferred compensation plan of up to five percent (5%) of their annual salary.

5.3 Education Expense Reimbursement

Upon Department Head approval, an employee who completes a course of study and receives a grade of "C" or better may be reimbursed for books and tuition for courses taken at accredited colleges or universities in California, up to a maximum of \$5,000.00 per year to a lifetime maximum of \$20,000.00.

5.4 Longevity Pay

Employees receive longevity pay as follows:

- Upon completion of ten (10) years of continuous service, the employee receives longevity pay of one percent (1.0%) of their base hourly rate of pay.
- Upon completion of fifteen (15) years of continuous service, the employee receives an additional one and a half percent (1.5%) of their base hourly rate of pay.

- Upon completion of twenty (20) years of continuous service, the employee receives an additional two percent (2.0%) of their base hourly rate of pay (for a total of 4.5%).

5.5 Travel Expense Reimbursement

An employee who is required to provide transportation for the performance of their job will receive reimbursement at the Internal Revenue Service (IRS) rate.

5.6 Management and Professional Development Benefits

The allowance for management benefits is thirty-six dollars and ninety-two cents (\$36.92) per pay period and may be utilized for a wide variety of job-related expenses, training, association memberships, computer hardware and software, conference registration and attendance and other miscellaneous job expenses or professional development opportunities.

5.7 Uniforms and Uniform Allowances

Employees in the classifications of Community Preservation Manager, Public Safety Dispatcher Supervisors, Code Compliance Analysts, Police Records Supervisors, Crime Scene Property Unit Supervisors, Animal Services Managers and Animal Services Supervisors are required to wear uniforms and will receive a uniform allowance of thirty dollars and seventy-seven cents (\$30.77) per pay period.

The City reimburses employees required to wear safety boots up to one hundred and ninety dollars (\$190.00) for the purchase of safety boots.

5.8 Incentives

Public Safety Dispatch Supervisor

Employees who possess a POST Dispatch Supervisor Certificate will receive POST incentive of two and one-half percent (2.5%) of their base rate of pay.

Plan Check Engineer

Plan Check Engineers who possess a valid Structural Engineer license in California will receive an incentive of five percent (5.0%) of their base rate of pay.

Section 6. Hours of Work, Overtime and Call-Back for Non-Exempt Employees

6.1 FLSA Workweek

The workweek is from Sunday at 12:00 AM through the following Saturday at 11:59 PM, unless otherwise designated by the Personnel Officer. For employees permitted to work on the 9/80 schedule, the workweek begins and ends halfway between the 8-hour workday every other Friday.

6.2 Overtime

Employees who work forty (40) hours per workweek will receive overtime for all hours in excess of forty (40) hours at time and a half (1.5) their regular rate of pay. Employees must obtain prior approval for overtime from the Department Head or designee.

6.3 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 numbers of hours actually worked in that period.

6.4 Compensatory Time Off

The use of CTO is at the discretion of the Department Head. Employees may accrue CTO to a maximum of eighty (80) hours. CTO will be cashed out upon promotion. Employees may cash out CTO at any time during the years; any remaining CTO is paid to the employee annually on the last regular paycheck in the month of December or at separation.

6.5 Call-Back Pay

An employee called to work outside of, and not continuous with, regularly scheduled hours will receive a minimum of three (3) hours of overtime for each call-back and overtime pay for all hours worked during the call-back shift.

6.6 Engineer Premium Pay

Employees assigned to the position of Associate Engineer and who possess a Professional Engineer (PE) license, will receive an incentive of five percent (5%) of their base rate of pay per pay period. Eligible employees must submit evidence of the PE license to the Director of Development Services and the Human Resources Director prior to the effective date of the salary incentive for inclusion in the employee's personnel file.

Section 7. Leave

7.1 Holiday Pay

Regular full-time employees who are scheduled to work on an observed holiday receive the observed holiday off and eight (8) hours of pay per holiday.

The City observes the following holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4

Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving	4 th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

A. Holiday Pay and Accruals for Non-Exempt Employees

1. Holiday Pay in Excess of 8 Hours

Employees on a 4/10 or 9/80 schedule must use vacation or CTO to make up additional hours on observed holidays falling on a scheduled workday.

2. Holiday Pay on Scheduled Days Off

Employees working on a holiday falling on their scheduled day off receive holiday pay at the overtime rate of pay and eight (8) hours of vacation.

3. Holiday Pay on Scheduled Workdays

Employees working a holiday falling on their scheduled workday receive holiday pay at three (3) times their rate of pay and eight (8) hours of vacation.

7.2 Floating Holidays

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

7.3 Management Leave

Employees exempt from FLSA accrue management leave in the amount of one hundred and four (104) hours annually in the first pay period in January. Management leave will be accrued in a management leave accrual bank. Employees may cash out management leave at any time during the year; any remaining management leave is paid to the employee annually on the last regular paycheck in the month of December or upon separation.

7.4 Maximum Accrual of Leave

Employees accrue a maximum of four hundred and eighty-eight (488) hours of vacation leave.

7.5 Leave Sell-Back

On 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.

7.6 Sick Leave Accrual

Employees accrue three point six-nine (3.69) hours of sick leave per pay period with no limit.

Employees employed prior to January 1, 1987, accrue seven point three-eight (7.38) hours of sick leave per pay period with no limit.

7.7 Conversion of Sick Leave Balance Upon 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 currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted. Thereafter, the employee and their dependents may continue to participate in the City's group health plan provided the City receives the employee's payment for the premium by the 10th 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.

7.8 Conversion of Sick Leave Balance Upon Death/Termination

Upon death, the employee shall receive straight time pay for all accrued sick leave in excess of 960 hours.

If an employee separates employment for any reason, all accumulated sick leave will be canceled. Accumulated sick leave, however, is restored if the employee returns to City employment within two (2) years of such termination.

7.9 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, employees may take one (1) day of vacation or unpaid leave to attend the funeral.

The immediate family of an employee is defined as: parents, stepparents, parents in-law, spouse, child, stepchild, 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.

7.10 Vacation Accrual

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

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

7.11 Proclaimed Holidays

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

Section 8. CalPERS Retirement

8.1 CalPERS Formula

Employees hired on or before December 17, 2010, receive the CalPERS two point five percent at age 55 (2.5% @ 55) miscellaneous formula with the single highest year final compensation period. These employees pay the required eight percent (8%) member contribution on a pre-tax basis.

Employees hired after December 16, 2010, who are not classified as new members receive the CalPERS two percent at age 55 (2% @ 55) miscellaneous formula with the average of three (3) consecutive highest years final compensation period. These employees pay the required seven percent (7%) member contribution on a pre-tax basis.

Employees hired after December 31, 2012, who are classified as a “new employee” under PEPRA receive the CalPERS two percent at age 62 (2% @ 62) miscellaneous formula with the average of three (3) consecutive highest years final compensation period. These employees pay one-half of the total normal cost as determined annually by CalPERS on a pre-tax basis.

The City will pay the employer contribution for the City’s CalPERS retirement benefit.

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

Section 9. Insurance

9.1 Medical Plans Provided

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

9.2 Mandatory Health Plan Selection

Employees hired after June 30, 2007, must select and maintain a medical plan for at least the employee.

9.3 Dental

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

9.4 Vision

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

9.5 Life Insurance

The City provides life insurance coverage equal to the nearest thousand dollars of annual salary, up to a maximum of fifty thousand dollars (\$50,000). This coverage is mandatory for all employees.

9.6 Cafeteria Plan

9.6.1 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 \$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 employee's account.

9.6.2 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 on or after July 1, 2007, are required to select a medical plan.

9.6.3 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, and/or (3) payment of vision premiums that the employee is enrolled.

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.

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.

9.7 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.

9.8 State Disability Insurance

Conversion of Short-Term Disability Insurance (STD) to State Disability Insurance (SDI).

During negotiations of this agreement, the City and TMMBU met and conferred as to whether the City will elect SDI coverage for unit members and the applicable terms and conditions thereof. Following ratification of this agreement by TMMBU and adoption by the City Council, the City agrees to file an application for elective coverage within reasonable time, pursuant to procedures established by the state of California. TMMBU recognizes that the process is controlled by the state and, if for any reason such an application is rejected, the City will meet and confer with TMMBU for the limited purposes of correcting any deficiencies and the re-filing of the application.

SDI is a deduction from employees' wages whereby employers withhold a percentage (rate for 2025 is 1.2%) of the taxable wages in a calendar year. The tax rate is set by the California State Legislature on an annual basis. Such SDI coverage is the sole economic responsibility of the employee, and the City shall not contribute toward the expense of that coverage. SDI deductions will be implemented as soon as administratively possible. In the event the Association wishes to discontinue this benefit in the future, the Association must notify the City in writing that a majority of its membership wishes to discontinue participation in the program. The parties will then meet to discuss how such discontinuation may occur.

Per California's Employment Development Department requirements, SDI tax deductions start on the first day of the pay period following the beginning of a quarter (January 1, April 1, July 1, or October 1).

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 SDI payments and receive no supplemental income (paid leave) from the City. In no case may an employee receive more income than the amount of their normal pay.

The parties agree that once TMMBU members are covered by State Disability Insurance (SDI), they will be unenrolled from the City's Short Term Disability Insurance (STD). However, until STD coverage is formally discontinued, and SDI coverage is in effect, the City will continue to deduct 0.83% of the employee's pre-tax earnings each pay period to cover the STD premiums.

Section 10. Annual Physical Exam

An annual physical examination shall be provided by the City, if desired and requested by a TMMBU employee.

Section 11. Conditions of Service

11.1 Probation Period

New employees or employees promoting to a new classification serve a six (6) month probationary period. Supervisors will make every effort to evaluate the employee at regular intervals during the probationary period to provide immediate and thorough feedback.

11.2 Discipline Process

The discipline process is governed by the Personnel Rules.

11.3 Grievance Procedure

Employees may grieve violations of this MOU through the grievance procedure in the Personnel Rules.

TRACY MID-MANAGERS BARGAINING UNIT

By: _____
Ed Lovell, TMMBU President

7/15/2025 | 11:45 AM PDT
Date: _____

CITY OF TRACY

By: _____
Midori Lichtwardt, City Manager

7/16/2025 | 2:19 PM PDT
Date: _____

EXHIBIT A: TMMBU CLASSIFICATIONS

Accountant
Airport Manager
Animal Services Manager
Animal Services Supervisor
Assistant City Engineer
Assistant Engineer
Associate Engineer
Associate Civil Engineer
Associate Planner
Building Official
City Clerk
Code Compliance Analyst
Community Preservation Manager
Crime Scene Property Unit Supervisor
Cultural Arts Division Manager
Cultural Arts Supervisor
Cultural Arts Technical Supervisor
Economic Development Manager
Economic Development Analyst I/II
Environmental Compliance Analyst
Financial Analyst I/II
Fleet Supervisor
Geographic Information Systems Analyst
Homeless Services Manager
Information Technology Specialist
Laboratory Quality Assurance Officer
Landscape Architect
Legislative Analyst
Management Analyst I/II
Operations Superintendent
Operations Supervisor
Parks Planning and Development Manager
Parks Project Coordinator
Plan Check Engineer
Police Records Supervisor
Public Safety Dispatch Supervisor
Real Property Agent
Recreation Services Manager
Recreation Services Supervisor
Senior Accountant
Senior Civil Engineer
Senior Planner
Supervising Building Inspector
Supervising Construction Inspector
System Administrator
Transit Manager

Utilities Laboratory Superintendent
Utility Lines Maintenance Superintendent
Utility Maintenance Superintendent
Wastewater Operations Superintendent
Water Operations Superintendent
Water Resources and Compliance Manager