

Side Letter of Agreement #2
Between
The City of Pleasanton
and
the Pleasanton Police Officers' Association

The City of Pleasanton (hereinafter referred to as the "City"), and the Pleasanton Police Officers' Association (hereinafter referred to as the "Union") are parties to a Memorandum of Understanding (MOU) between the Union and the City from June 1, 2023 through May 31, 2026. This Side Letter Agreement is entered into between the City and the Union to modify the MOU and clarify existing language.

The specific provisions contained in this Agreement are intended to supersede any previous agreements, oral or written, regarding the matters contained in this Agreement. Further, except as provided herein, all other terms and conditions of employment presently enjoyed by the Union in the existing MOU shall remain in full force and effect.

The Parties have satisfied their obligations to meet and are in agreement with the terms and conditions of this Agreement and its implementation.

Effective MONTH, DATE, 2025, through the term of this MOU, the Parties agree to modify the MOU as set forth below:

Page 9:

8.5 Use of Compensatory Time off

Compensatory time must be taken ~~in minimum of one (1) hour increments, except that after the first hour compensatory time may be taken~~ in minimum increments of one half (1 /2) hour.

Utilization of compensatory time off shall be by mutual agreement between the Chief of Police and the employee. Requests for compensatory time off more than ~~ninety (90) sixty (60)~~ days beyond the date of the request will generally not be accepted. Employees will be notified of the status of their request within fifteen (15) days of submission of the request.

Twice per year, employees may be paid for all accrued compensatory time. Said payments shall be made on the first pay date on or after May 1st and on the first-pay date on or after November 1st. Written requests for payment must be made by the employee fifteen days in advance of the first pay date in May and November.

Page 10:

10.2 Additional Paid Time Off

Eighty (80) hours of additional paid time off shall be credited to each employee each January for use during the calendar year in which the hours are credited and are not available for cash out.

These hours will be lost if not used by December 31st of each calendar year.

Employees hired between January 1 and July 1 of any calendar year, shall be credited with one half (40 hours) of the yearly annual accrual of additional paid time off subject to the scheduling, approval and observance processes outlined in paragraph one of this section.

Non-probationary members ~~assigned to the Operations Division, excluding Traffic Unit and Special Enforcement Unit,~~ shall schedule the use of these hours during the annual vacation sign-up. ~~Investigation Division members shall not be required to participate in the Operations sign-up process and individual unit supervisors shall manage the use of PTO by these staff members.~~ Probationary members shall schedule the use of PTO directly with their supervisors. These additional hours do not extend the maximum time that any employee may schedule during the vacation sign up process.

~~Employees hired between January 1 and July 1 of any calendar year, shall be credited with one half (40 hours) of the yearly annual accrual of additional paid time off subject to the scheduling, approval and observance processes outlined in paragraph one of this section.~~

Page 12:

11. 7 Annual Vacation Sign up Program

Annual vacation sign-ups will be based on eligibility and seniority and will follow the following process, as set forth under the Seniority Shift Sign Up Program, attached as Exhibit C.

Personnel who participate in the Annual Vacation Sign Up will be eligible to identify vacation selections on a seniority basis but may only select up to one year ~~two years~~ accrued vacation time (PTO time not included).

All annual vacations will be scheduled for the employees' full work week to include protecting the "weekends" off on both sides of the week. Multiple weeks in a row can be taken off but must be done in full week increments. ~~at least four consecutive workdays. Consecutive workdays may be separated by scheduled days off (e.g., Wednesday and Thursday on vacation ... Friday, Saturday, and Sunday — scheduled days off. ... Monday and Tuesday on vacation).~~

Personnel who have signed up and have been approved for annual vacation will be required to take that time off. Changes will not be granted once annual vacations have been selected unless extenuating circumstances exist justifying such changes and subject to the Division Commander's approval.

~~Personnel who participate in the Annual Vacation Sign Up will be eligible to identify vacation selections on a seniority basis but may only select up to accrued vacation time (PTO time not included).~~

Requests for vacation outside the annual vacation sign up program will usually not be accepted any earlier than ninety (90) days in advance of the requested time off. The Division Manager will have 30 days in which to make a decision on the request. If the request is made less than 30 days

prior to the requested date(s) off, the Division Manager will have a reasonable time in which to make the decision.

Page 35:

Team Policing Schedule

8. VACATION SIGN UPS

- a. Only one Patrol Officer at a time will be granted Annual Vacation/Paid Time Off on each watch.
- b. Only one Patrol Sergeant at a time will be granted Annual Vacation/Paid Time Off on Schedule A and one on Schedule B.
- c. Employees may sign up for leave equal to one year of annual vacation accrual (Maximum of five weeks). PTO time is not included.
- d. Leave will be accounted for on an hour for hour basis. Thus, absence on a 10-hour day will require 10 hours of vacation leave and absence on a 12.5-hour day will require 12.5 hours of vacation leave.
- e. Employees may sign up for vacation leave on their required training days; however, they are required to meet the training requirements.
- f. When signing up for vacation leave, employees are required to sign up for ~~at least a block of days equivalent to their work week~~ their entire work week.
 - ~~Employees working Schedule A are required to sign up for a minimum of four consecutive days off, from Monday to Thursday.~~
 - ~~Employees working Schedule B are required to sign up for a minimum of three consecutive days off, from Friday to Saturday.~~
- g. Employees may sign up to take their relief days off, as long as they meet their training requirement.
- ~~h. Exhibit B of the MOU (Annual Vacation Sign up and Shift/Assignment Bid), Sections 7, 8 and 9 are not applicable under the terms of this side letter.~~

9. SPECIAL CONDITIONS

- a. Officers and Sergeants will sign up based on seniority. Under the TBHS, each employee will be required to move to a different team at least once every fifth cycle. Employees who fail to meet this requirement may be administratively assigned to a team by the Police Chief.
- b. The Police Chief reserves the right to temporarily change work assignments, start and end times and scheduled days off to accommodate training, injuries, workload, emergencies, personnel-related actions (including accommodating employees placed on Performance Improvement Plans), etc. If such a change is necessary, every effort will be made to seek employees who volunteer to make the change. Otherwise, the Department will implement changes to impact employees in "reverse seniority" order.
- c. To ensure adequate canine coverage, a Canine Officer is required to work on Team 5 (Schedule B - Night Watch). The remaining two Canine Officers may select from Teams 1, 2 and 3 (Schedule A - Day, Night, and Morning Watch, respectively). However, each Team may have only one Canine Officer serving at a time.

- d. Staffing of Patrol Teams has priority over collateral assignment training opportunities (i.e., SWAT, CNT, K-9, etc.). However, the Department will strive to accommodate organizational training requirements when feasible.
- e. Should the need arise for a Field Training Officer (FTO) on one of the six Teams, the Police Chief shall implement a temporary reassignment to meet the Department's training needs.
- f. An employee's schedule may be suspended and replaced by a "5/8" work schedule to accommodate formalized training courses, military leave, modified duty, etc. occurring in any portion of one or more pay periods.
- g. ~~The following Sections of Exhibit C of the MOU (Seniority Shift Sign Up Program) are not applicable under the terms of this Side Letter:~~
 - ~~Process Sections 2, 3 and 5~~
 - ~~Special Consideration Section 4~~

Page 42:

EXHIBIT B

ANNUAL VACATION SIGN UP AND SHIFT/ASSIGNMENT BID

1. No more than one Traffic Officer will be granted vacation during any given time.
2. No more than one sergeant from the Investigations Division ~~combination of the CIU, SEU and YCSU~~ will be granted annual vacation during any given time.
3. No more than one sergeant or one officer from PSU will be granted vacation during any given time.
4. No more than two officers assigned to CIU and ~~SIU-SEU~~ will be granted vacation during any given time.
5. No more than one SRO will be granted vacation time during a week when school is in session. ~~No more than two one officers from YCSU will be granted vacation during any given time:~~
 - a. ~~No more than one DARE officer will be granted vacation time during a week when school is in session.~~
 - a. ~~b. No more than one SRO will be granted vacation time during a week when school is in session.~~ Any officer assigned to YCSU-SRO who signs up for annual vacation during the non-academic school year (Summer) shall be guaranteed their approved annual vacation regardless of any transfer to another Division/other Unit during that calendar year.
6. No more than one ARU Officer will be granted vacation during any given time.
7. ~~No more than one patrol sergeant shall be granted vacation during any given time.~~

~~8. No more than two patrol officers from each watch shall be granted vacation at any given time.~~

~~9. The Division Commander may approve a one-day overlap, which will allow three patrol officers on the same watch to be on vacation for that single day.~~

Page 43:

EXHIBIT C

SENIORITY SHIFT SIGN UP PROGRAM

The Operations Division will implement the Seniority Shift Sign-Up Program for work schedule selections (watch and days off) using the following criteria:

Eligibility

1. The program will be available to non-probationary sergeants and officers who are assigned, or who will be assigned, to the Operations Division as of the first pay period of the calendar year.
2. Officers or sergeants who have been, or are expected to be, off duty for more than eight regularly scheduled shifts due to an injury or illness at the time to which he/she has been assigned to select a work schedule (and vacation) will not be allowed to participate in the sign-up program unless he/she provides a doctor's verification, in a form acceptable to the Division Commander, stating that the employee will be released for full duty within 30 days after the first pay period of the calendar year. This restriction shall not apply to employees whose absence arises from protected leave under the FMLA/CFRA/PDL due to the birth of child, adoption, or placement of a foster child, as such employees will be allowed to participate in the sign-up program if the employee can identify the date the employee will return for full duty from their protected leave. Such employees may be administratively assigned for the remainder of the Department's administrative trimester (i.e., 4-month period) if the employee's return to full duty is not within 30 days of the start of an administrative trimester.

Page 44:

Process

1. In order to facilitate the timely completion of the seniority sign-up program for Operations Division personnel, two weeks prior to the beginning of the process the Operations Division Commander will cause a notice to be posted. The notice will contain the beginning and ending dates of the sign-up process and the blocks of time allocated to all concerned personnel, as described in this memorandum of understanding.
2. Officers will sign-up for ~~two six-month~~their work schedules on or around September 15th, but no later than October ~~14th~~25th.

3. Sergeants will sign-up ~~for their annual shift bid one week before officers. for two six-month their work schedules on October 15th, but no later than October 25th.~~
4. The target date for posting the finalized schedule will be the first week of November.
5. The work schedule will go into effect at the start of the first pay period in January ~~and July of~~ each year.
6. Participating personnel will be assigned a specific block of time during which he/she may select watch and days off.
7. The assigned sign-up times will be no less than two (2) hours between employees.
8. In the event an employee fails to sign-up during his/her two (2) hour block, he/she may only sign-up following the completion of sign-ups on their scheduled date, between the hours of 2200 and 0600. Should the employee fail to sign-up at that time, he/she may sign-up following the completion of the sign-up process for a subsequent day, but again only between the hours of 2200 and 0600. Those failing to sign-up will be subject to assignment at the discretion of the Operations Division Commander.
9. No sign-up blocks will be assigned between 2201 hours and 0559 hours.
10. Once the process is completed, should any of the scenarios set forth in numbers 3 through 6 under Seniority occur, those individuals will not be allowed to sign up for work or vacation schedules until the next annual process.
11. Implementation of the seniority sign-up program will be the responsibility of the Operations Division Commander. The PPOA Board of Directors will assist the Operations Division Commander in the facilitation of the seniority sign-up program.

Special Consideration

1. Canine officers will be included in the program. One canine officer must be assigned to each watch, when practical. Due to the limited number of officers assigned to this special assignment and the need for handler and canine experience, movement among watches is mandatory and canine officers may not stay on the same watch for longer than one year. Failure to show movement will be grounds for the Chief of Police to deny one or more of those officers' watch preferences and for the Chief of Police to make the watch assignments.
- ~~2. Trading work schedules (watch and days off) will not be allowed once the individual has made his/her selection.~~
- ~~3.2.~~ When transfers occur from a special assignment, the individual transferred ~~from the special assignment~~ will ~~assume the schedule, watch and days off of the individual who~~

~~has been assigned the special assignment.~~ be placed on a shift based on shifts available to include those occupied by probationary employees.

4.3. In cases when sergeants and officers make their shift selection during times when they are not scheduled to work they will not be compensated for that time.

Pleasanton Police Officers' Association

City of Pleasanton

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