SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF VISALIA AND
POLICE MANAGERS AND SUPERVISORS ASSOCIATION
(CITY OF VISALIA BARGAINING GROUP A)
May 2022

The City of Visalia ("City") and the Police Managers and Supervisors Association ("Group A") hereby enter into this Side Letter Agreement confirming amendments to the 2021-2024 Group A Memorandum of Understanding.

ARTICLE 6: WAGES AND OTHER RELATED ISSUES, Section 1: Salaries & Wages is replaced in its entirety with the following:

Section 1: Salaries & Wages

Salary ranges for all classifications in this bargaining unit shall be increased as follows:

- 4% effective the pay period beginning July 17, 2021
- 8% effective the pay period that includes July 1, 2022
- No additional increases for remainder of agreement

ARTICLE 6: WAGES AND OTHER RELATED ISSUES, Section 2: Merit Increases, Subsection B. is waived and will have no force or effect beginning July 1, 2022 and continuing through June 30, 2024.

This Side Letter Agreement to the 2021 – 2024 Group A MOU is not intended to modify or supersede any of the other terms and conditions of employment contained in the MOU unless specifically mentioned herein.

The Side Letter of Agreement is executed on 5-18-2022.

FOR THE CITY:

Leslie Caviglia, City Manager

FOR GROUP A:

5-18-2022
Clay Moffett, Group A President

MEMORANDUM OF UNDERSTANDING

By and Between the City of Visalia
And the
Police Managers and Supervisors Association
(City of Visalia Employee Bargaining Unit Group A)

July 17, 2021 to June 30, 2024

Memorandum of Understanding
By and between the City of Visalia and the
Police Managers and Supervisors Association - Employee Bargaining Unit Group A

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ARTICLE 1: TERMS AND CONDITIONS

The Police Managers and Supervisors Association and their affiliates (herein referenced to as "Association") and representatives of the City of Visalia (herein referenced to as the "City") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Group "A" bargaining unit, have freely exchanged information, opinions and proposals and have reached agreement on the following matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510).

ARTICLE 2: AUTHORIZED AGENTS AND RECOGNITION

Section 1: Authorized Agents

For the purpose of administering the terms and provisions of this Memorandum of Understanding, the following authorized agents have been designated:

City of Visalia
City Manager or designee
707 W. Acequia
Visalia, CA 93291

PMSA - Group "A"
Osvaldo Dominguez
Association President
303 S Johnson Street
Visalia, CA 93291

The Association shall be responsible for keeping current the name, address and telephone number of the designated representative and a list of persons authorized to ad on its behalf or receive service in its name.

Section 2: Recognition

The City recognizes and expressly acknowledges the Association as the exclusive collective bargaining representative and employee organization for employees covered by this Memorandum of Understanding, the employees in Group "A". Represented classifications for Group "A" consist of Police Sergeant, and Police Lieutenant.

ARTICLE 3: CITY RIGHTS

As defined in the Visalia Municipal Code, Section 2.40.050, the rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commission and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental

operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 4: ASSOCIATION RIGHTS

Section 1: Payroll Deductions

The Association may have the regular dues deductions of its members (or service fees) within the Group "A" bargaining unit deducted from employees' paychecks under procedures as follows:

The Association shall be granted permission by the City Manager to have the regular dues of its members deducted from their paychecks, in accordance with procedures prescribed herein.

Dues deduction shall be for a specified amount and shall be made only upon the written authorization of the member provided by the Association to the City. The Association shall be responsible for processing all dues-related paperwork.

The Association agrees to indemnify and hold the City harmless from any liabilities, which may arise as a result of an application of the Article. The request for deductions shall be made on City approved authorization cards in accordance with applicable state law. The Association will pay the City's standard administrative fees for the payroll deductions.

Section 2: Employee Rights

As defined in the Visalia Municipal Code, section 2.40.040, employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations including, but not limited to: wages, hours and other terms and conditions of employment. Employees of the City shall also have the right to refuse to join or participate in the activities of the employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of the exercise of these rights.

Section 3: Advance Notice

Except in cases of emergency as provided below in this subsection the Association, if affected, shall be given reasonable advance notice of any ordinance, resolution, rule or regulation directly and primarily relating to matters, within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet with the appropriate management representatives. In cases of emergency, the City shall make its best effort to notify the Association on the first business day after the emergency.

Section 4: Release Time

City employees who are official representatives of the Association shall be given reasonable time off with pay (at the regular hourly rate of pay in all instances) to attend formal meet and confer sessions, grievance or discipline meetings with management representatives. The Association shall notify the Employee Relations Officer of the names of the employees who are official representatives of the Association. Such representatives shall notify their supervisors in writing on the first business day after a meeting has been scheduled of the dates of excused absences. This advance notice may be waived by the Employee Relations Officer. The number of employees excused for meet and confer sessions shall not exceed four (4). Time allowed off before and after scheduled negotiations shall be limited to two (2) hours respectively. Under no circumstances will overtime be paid for an employee's attendance at a negotiations session. Attendance at negotiations sessions that occur on an employee's day off or before or after regular work hours is strictly voluntary.

ARTICLE 5: DISCRIMINATION

The parties agree that no person employed or applying for employment shall be discriminated against because of race, color, religion, disability, medical condition, national origin, ancestry, marital status, gender, sexual orientation, age, or any other non-merit factor, except where such is determined to be a bona fide occupational qualification.

Neither the City nor the Association shall interfere with, intimidate, coerce or discriminate against City employees who exercise their right to form, join or participate in the activities, of the Association. Neither the City nor the Association shall interfere with, intimidate, coerce, or discriminate against City employees because they exercise their right not to form, join or participate in the activities of the Association.

ARTICLE 6: WAGES AND OTHER RELATED ISSUES

Section 1: Salaries and Wages

A. Salary ranges for all unit classifications shall be increased by four (4%) percent effective July 17, 2021

B. Salary ranges for all unit classifications shall be increased by four (4%) percent effective the pay period that includes July 1, 2022.

C. Salary ranges for all unit classifications shall be increased by three (3%) percent effective the pay period that includes July 1, 2023.

D. An additional 1% salary increase will be added to the agreed upon 3% for fiscal year 2023/2024 if the City's General Fund Sales Tax Revenue for the prior fiscal year (FY 2022/2023) ends the fiscal year with growth of 2% or more. This calculation is determined by taking the growth from the General Fund Sales Tax revenue collected from FY 21/22 and comparing it to FY 22/23. The final number will not be determined for FY 22/23 until all Sales Tax payments have been distributed to Cities with the final payment being in September 2023. If

the growth is 2% or more, the City will add the additional 1% salary range increase starting in the first pay period in October 2023.

Section 2: Merit Increases

The performance of each employee is reviewed annually, and overall performance and salary level shall be appraised, in detail. The merit of employee performance as reported on such appraisals will determine the salary increase to be given, if any. Across the board (COLA) increases listed in Section 1 will not be subject to the merit process. Employees who are being compensated at the top of the salary range for their classification are not eligible to receive merit increases.

A. Employees are eligible to receive up to a five (5%) percent increase per year based upon the merit of their performance. This merit increase consideration allows an individual employee's salary to increase within the range established for the employee's job classification.

B. Per City of Visalia Personnel Policy #201, employees are eligible to receive up to a ten (10%) percent maximum salary increase per fiscal year based on any combination of salary increases including, but not limited to, annual salary range compensation adjustments, merit increases, promotional increases, and reclassifications.

C. The General Compensation Policy, as it relates to the timing of merit raises, applies to all employees, whether or not they belong to a bargaining unit. Timing of merit raises is left to the discretion of the Department within the general bounds defined above, and in the General Compensation Policy. All other provisions of the General Compensation Policy shall apply to merit increases.

Section 3: Bilingual Pay

Association members are eligible for bilingual pay provided that they successfully demonstrate proficiency in a qualified foreign language. The City has established a testing process based upon accepted industry standards that allows an Association member to demonstrate proficiency in the language as it is used in everyday practice. The City shall determine those languages that are in sufficient demand in the community to qualify for bilingual pay. Currently the qualifying languages are Spanish and the Laotian dialects of Hmong, Lahu and Mien. As circumstances dictate, the City may certify additional qualifying languages at their discretion. Bilingual pay shall be $900 per year, calculated and paid bi-weekly as part of regular payroll.

Section 4: Specialty/Incentive Pay

Police Sergeants are eligible for specialty/incentive pay for certain specialty assignments or participation in certain units. Each assignment or transfer of any member of this group is made at the discretion of the Chief of Police. Either party shall have the right to request to meet and confer during the term of this agreement regarding an assignment rotation policy. For each of the following categories, each qualified group member assigned shall receive $2,000 annually, calculated and paid bi-weekly as part of regular payroll. No member shall receive more than two such

specialty/incentive pays concurrently, regardless of the number of categories for which they qualify.

Qualifying Categories:

Investigations
Youth Services
SWAT
Field Training Program
Bomb Squad
Special Enforcement
K-9
Explorer
Range Master
Public Information Officer
VIPS
HOPE Team
Professional Standards Bureau (two positions total)

Section 5: POST Certificate Pay

Association members who hold and maintain an Intermediate POST Certificate will be compensated at 3% of their base rate of pay. Association members who hold and maintain an Advanced POST Certificate will be compensated an additional 2% (to a total of 5%) of their base rate of pay.

Members who hold and maintain a Supervisory POST Certificate will be compensated at 1% of their base rate of pay. Association members who hold and maintain a Management POST Certificate will be compensated at 1% of their base rated of pay (for a maximum of 2% additional certificate pay). Total POST Certificate Pay will not exceed 7% of base pay.

Section 6: Traffic Bureau

In addition to the previous paragraphs of this section, in recognition of time spent off-duty, those Association members assigned to the Traffic Bureau of the Visalia Police Department shall receive forty (40) hours of compensatory time each year paid bi-weekly as part of regular payroll. Additionally, members of this unit shall be paid an additional fifty-six (56) hours at their current hourly rate to compensate them for the time spent maintaining their Department-issued motorcycle, paid bi-weekly as part of regular payroll. The City and the Association agree that they have considered the relevant facts and investigated the number of actual hours worked in maintaining their department-issued motorcycle, and that the hours noted above are a reasonable number of hours for motorcycle maintenance.

ARTICLE 7: DAYS AND HOURS OF WORK; OVERTIME

Section 1: Work Schedule

A. Appointing Authority: The appointing authority shall fix the hours of work, with due regard for the convenience of the public and laws of the State and the City. Schedules may be evaluated at any time by the Chief of Police. The

Chief of Police reserves the right to alter the schedule. If the schedule is altered, the Chief of Police will meet with and advise Group "A" of the reason and need for such alteration.

B. Department training, and the time afforded for members to attend such training, shall be at the discretion of the Chief of Police or his designee.

Section 2: Overtime

A. Overtime shall be defined and calculated pursuant to the City of Visalia Personnel Policy #203 and shall apply to all employees qualified to receive overtime compensation. The maximum compensatory accrual shall be one hundred (100) hours. Any time worked in excess of the 120 hour cap shall be compensated in pay.

B. Authorization: Supervisor approval to work overtime must be obtained prior to working overtime hours.

Section 3: On-Call/Call-Back and Stand-By Compensation

A. When a non-exempt employee returns to work because of a department request made after the employee has completed their normal work shift, the employee shall be credited with two (2) hours of pay or two (2) hours of compensatory time off plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which the employee was called back.

B. "Call-back" time is overtime and shall be paid in accordance with the overtime pay provisions.

C. The two-hour minimum shall apply only when a non-exempt employee is required to physically return to work (e.g. Leave home or another off duty location) in order to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home, shall be compensated in accordance with the overtime pay provisions.

D. The Sergeant assigned to stand-by shall be eligible for compensation equal to 15% of base rate of pay for those hours specifically assigned to stand-by. For the purposes of this section, stand-by time shall be defined as off-duty time wherein the Sergeant is ordered by their manager to remain available for call-back to work, is instructed to remain at home or otherwise immediately accessible, is instructed to be near a telephone or other communications device, is instructed to refrain from consumption of alcohol, and is placed on such stand-by for a specific period of time. If a Sergeant assigned to stand-by is actually called back to work, call-back compensation provisions shall apply and stand-by compensation shall cease for the duration of the time actually worked. A maximum of one Sergeant at a time may be compensated for stand-by.

ARTICLE 8: ALLOWANCES FOR WORK RELATED EXPENDITURES

Section 1: Uniforms and Uniform Maintenance

A. Members of this group individually receive an annual uniform allowance of $1,100 for the provision and maintenance of appropriate uniforms and equipment. Group "A" members are responsible for acquiring, cleaning, and replacing uniforms as necessary. The annual uniform allowance is calculated and paid bi-weekly as part of regular payroll.

ARTICLE 9: EMPLOYEE BENEFITS AND RETIREMENT

Section 1: Medical/Dental/Vision.

A. Medical, Dental and Vision benefits (including employee co-payments) in place shall remain in effect at their current levels, except as modified each plan year. All unit employees shall continue to contribute for Medical insurance in accordance with the current contribution rate schedule based on the selected plan and dependent coverage, taken as a bi-weekly payroll deduction..

B. In addition to the Medical plan costs which are shared between the City and employees, the City currently pays the full cost for Dental, Vision, Group Life Insurance, and Employee Assistance Program benefits. The City reserves the right to make changes to these benefits each plan year after consultation with the EHBC.

C. Group "A" members agree to share increases in future Medical plan costs over the current cost by up to 50%. (Example: If the Medical plan annual renewal rate increase is 6%, the City's portion is 3% and the employee portion is 3%). In no case, however, will the employee cost sharing be more than 5% of the prior year's total health care cost.(Example: If the Medical plan annual renewal rate increase is 11%, the City's portion is 6% and the employee portion is 5%). Any decreases to the Medical plan costs will be shared in a like manner.

PPO/EPO Medical Plans
The employee portion of increased Medical plan costs will be distributed equally between employee and dependent health care contributions (premiums) for the PPO and EPO plans unless otherwise negotiated. Any decreases in employee Medical plan costs shall be applied in a like manner. (Example: The employee portion of the Medical plan annual renewal rate increase = 3%. Current monthly cost for PPO/EPO plan is $1,700. At 3% the employee portion of the increase = $51 per month. Distributed equally, employee premiums are increased $25.50 per month and dependent premiums are increased $25.50 per month.)

High Deductible Medical Plan
The employee portion of increased Medical plan costs will be distributed fully to the dependent health care contributions (premiums) for the High Deductible Medical plan unless otherwise negotiated. Any decreases in employee Medical plan costs shall be applied in a like manner.

D. Group "A" agrees to participate in an Employee Health Benefits Committee (EHBC). The purpose of the EHBC is to cooperatively manage the City's Medical Benefits Plan by providing oversight on plan's resources, remain fiscally sound, provide the best benefits available to employees given available resources, improve administration of the plan, and make appropriate recommendations for change as researched and considered by the Committee. The EHBC is made up of all bargaining groups and City management. The EHBC does not replace collective bargaining agreements. Employee representatives are only empowered to act to the extent authorized by their respective agreements.

E. Increases in health Medical plan costs may be offset via changes in the Medical plan benefits as confirmed by the plan's actuary, if agreed to by 4 of the 6 Units (5 bargaining groups and city management). In the event that approved plan changes exceed the employee cost increases, 75% of excess plan savings costs will be credited to the employees' contribution for health plan increases in the plan year in which the changes take effect.

F. In the event total Medical plan cost (annual renewal rate) increases in any one year exceed 10% of the prior year's total Medical care cost, the EHBC will be given the opportunity to make changes in the Medical plan to realize a maximum 10% overall increase (5% City and 5% employee). If agreement cannot be reached by the EHBC on cost saving changes by July 31st of the prior plan year, the City has the ability to determine and implement Medical plan changes to attempt to reduce plan increases to no more than 10%. After making such changes, the formula outlined in Section C will be applied to determine premium rates for the upcoming plan year.

G. The current spouse of a retiree of this group that survives said retiree will, upon the death of the retiree, be allowed to maintain the Medical and vision coverage then afforded to retirees in accordance with the current contribution rate schedule so long as the spouse was covered at the time of the retiree's death. The surviving spouse shall not be allowed to add new dependents to the coverage.

H. The City will provide and maintain a Section 125 Flexible Spending Account (FSA) Program as defined by, and in compliance with, the Internal Revenue Code. Such plan shall allow Group "A" employees to take advantage of benefit tax deductions for insurance premiums, out-of-pocket medical expenses, dependent day care, and any other expense allowable under the plan.

All unit employees will automatically be enrolled to participate in the FSA, by having their employee health care contribution and dependent health care contribution run through this program as a pre-tax benefit, unless the employee specifically opts out of the program during the City's open enrollment period.

Section 2: California Public Employees Retirement System (PERS)

A. For employees hired before February 26, 2011, the City shall maintain in effect the 3% @ 50 PERS Retirement Program with final compensation for PERS retirement purposes calculated based on the single highest earning year. All new City employees hired into Group A on or after February 26, 2011 will be

covered in the 3% @ 55 PERS plan and final compensation for PERS retirement purposes will be calculated based on an average of the three highest earning years rather than on the single highest earning year. Employees hired on or after January 1, 2013 (who do not meet the definition of a CalPERS "classic" employee) will be covered in the 2.7% @ 57 PERS plan and final compensation for PERS retirement purposes will be calculated based on an average of the three highest earning years.

B. Employees who meet the definition of a CalPERS classic employee will continue to contribute the full employee PERS contribution of 9%. Effective with the pay period beginning August 24, 2013, these employees will pay an additional 3% retirement contribution as cost sharing of the employer contribution, for a total of 12%; however, the employee's total contribution will not exceed 12% unless required by legislation or negotiated otherwise in subsequent contracts.

C. Employees hired on or after January 1, 2013 (who do not meet the definition of a CalPERS classic employee) will continue to contribute the employee PERS contribution equal to half the normal cost as defined by CalPERS. Effective with the pay period beginning August 24, 2013, these employees will contribute an additional 3% retirement contribution as cost sharing of the employer contribution.

D. The City will maintain the optional in-service death benefit (Pre-retirement Optional Settlement 2 Death Benefit, section 21548) which provides the surviving spouse the same retirement benefit as if the employee had retired at the time of death.

Section 3: Long-Term Disability

Unit employees shall continue paying for their own coverage under the City's Long Term Disability (LTD) Insurance Program.

Section 4: Retiree Health Savings

The City will prepare the documents necessary to establish a Health Reimbursement Agreement (HRA) and/or Voluntary Employees' Beneficiary Association (VEBA) as soon as possible. Group A will approve the design of the plan contribution. Group A reserves the right to annually review and modify the plan contribution design.

Section 5: Retiree Medical Trust

Upon Group A establishing a qualified Retiree Medical Trust, the City will work with the Group to implement parameters for transferring employee contributions to the Trust. Aside from transferring funds on the Group's behalf, the City is not a party to the Trust.

ARTICLE 10: PAID LEAVES

A. Holiday leave shall be provided pursuant to City of Visalia Personnel Policy #303. In addition, for employees that have a Monday through Friday standard work schedule, holidays falling on a Saturday will be observed on the Friday

immediately preceding the holiday, and holidays falling on a Sunday will be observed on the Monday immediately following the holiday.

B. An additional ten (10) hours of non-FLSA "compensating time off" is granted each calendar year to non-exempt members of Group "A" and credited in the pay period that includes January 1.

C. Employees may annually request to sell back all unused comp time hours in whole hour increments in the pay period including December 1 of each year. It is the employee's responsibility to initiate the request in the manner prescribed by the City.

D. Employees in Bargaining Group A, who are deemed by the City to be exempt from the overtime provisions of the FLSA, are eligible for Administrative Leave. Regular full-time exempt employees are granted fifty-eight (58) hours of administrative leave each calendar year credited in the pay period that includes January 1. Administrative leave will be accrued from the date of appointment to an exempt position. An employee who is hired in an exempt position after June 30 shall be granted twenty-nine (29) hours of administrative leave for the remainder of the calendar year.

E. Any unused administrative leave hours remaining will be paid out on the first pay check in December.

F. In lieu of the holidays and floating holiday currently recognized by the City, Association members who are deemed by the City to be non-exempt from the overtime provisions of the FLSA and those employees assigned shift work which precludes them from observing holidays, shall receive four (4) hours of regular pay and four (4) hours of comp time in the pay period the holiday falls. Holiday pay will not be counted as work time for overtime purposes. In addition, said shift personnel will receive one (1) floating holiday in the pay period that includes January 1 of each year.

The City recognizes eleven (11) holidays for regular employees each calendar year. For regular full-time employees working a forty (40) hour normal work week, eight (8) hours time off with pay is granted for each day observed. The City's current holidays are as follows:

New Years Day	January 1
Martin Luther King Jr. Birthday	Designated day in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11
Thanksgiving Day	Designated Thurs. in November
Friday after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25

ARTICLE 11: VACATION

Group "A" Employees receive vacation benefits consistent with the provisions of City of Visalia Personnel Policy #304. In addition, employees will stop earning additional vacation leave once the employee reaches twice their annual accrual amount. No additional vacation leave will be earned until an employee's vacation accumulation drops below twice the annual accrual amount.

New employees are eligible for vacation benefits after 6 months of service with preapproval of their supervisor.

Vacation leave will be accrued proportionally based on paid time (regular hours, vacation, sick leave, comp time, administrative leave, 4850 time) in a pay period excluding overtime. This provision will be implemented upon reaching agreement with all bargaining groups.

Vacation accruals will be credited at the start of the pay period following the pay period in which earned.

ARTICLE 12: SICK LEAVE

Section 1: Sick Leave

A. Group "A" Bargaining Unit Employees receive sick leave time consistent with the provisions of the current City of Visalia Personnel Policy Guidelines concerning sick leave summarized below, subject to the provisions herein.

B. Regular full-time employees are granted ninety-six (96) hours of sick leave each year of which eighty (80) hours may be used as personal leave for family emergencies and/or illness. This time is accrued at the rate of 3.692 hours per pay period. Regular part-time employees accrue sick leave on a pro-rated basis. Employees working twenty (20) hours per week receive ½ (.50) of this accrual. Employees working thirty (30) hours per week receive ¾ (.75) of this accrual. Sick leave may be accrued to four hundred and eighty (480) hours, except for employees hired before December 1, 2004.

   Sick leave will be accrued proportionally based on paid time (regular hours, vacation, sick leave, comp time, administrative leave, 4850 time) in a pay period excluding overtime. This provision will be implemented upon reaching agreement with all bargaining groups.

C. For those employees governed by the four hundred and eighty (480) hour cap, the City will annually buy back all hours in excess of the cap at forty percent (40%) of the employee's rate of pay.

D. Employees hired prior to December 1, 2004, have elected either to be governed by the new accrual cap or they may accrue sick leave without limit. Those employees who have elected to accrue sick leave without limit may sell back annually up to six (6) days of sick leave less any days used, but at only fifty percent (50%) of pay.

E. Employees must be employed for at least three (3) months in order to be

eligible for the sick leave benefit.

F. Except as otherwise provided in this agreement, all employee benefits will continue during sick leave under the same terms and conditions as if the employee were at work provided the employee has sufficient paid leave.

G. Sick leave accruals will be credited at the start of the pay period following the pay period in which earned.

Section 2 Family Care & Medical Leave

The City will provide family and medical care leave for eligible' employees, in accordance with' the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and City of Visalia Personnel Policy #316.

ARTICLE 13: PERSONNEL PRACTICES

Section 1 Probationary Period

The probationary period for members of this group will be for twelve (12) months and subject to the provisions of City of Visalia Personnel Policy #110.

Section 2: Performance Evaluation

Performance evaluations are completed annually.

Section 3: Safety Reporting Procedure

Safety reporting shall be conducted in accordance with the City's existing Injury and Illness Prevention Program.

Section 4 Drug Free Work Place

The City and Association agree that they are committed to providing and maintaining a drug free work place in accord with the Drug Free Work Place Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and that violation of this provision would subject the employee to disciplinary action. It is also agreed that every reasonable effort will be made to inform employees about the dangers of drug abuse in the work place, the availability of any counseling or rehabilitation, as well as the Employee Assistance Program, and that disciplinary action may be imposed• upon employees for drug abuse violations occurring in the work place or affecting work performance and/or safety.

Section 5: Jury Duty

When called to serve on a jury, members are expected to use the Police Officer's exemption, when practical. However, if the employee serves, the employee will receive their base pay for any and all working days of jury service. The City will continue the employee's regular paycheck. The employee will waive any monies awarded by the court system, but will be eligible to receive any mileage reimbursement paid by the court. The employee will supply documentation of jury time served to the Finance

Department.

Employees who are called for jury duty, but who work a swing or graveyard shift, shall be excused from that shift for number of hours equal to that spent on jury duty that day. Work schedules shall be accordingly adjusted in such away as to provide for the most logical sleep time.

A. Procedure:

1. The employee shall present their supervisor the initial subpoena or other document which gives instructions to report for jury empanelment upon receipt.

2. Upon selection for jury duty, the employee shall notify their supervisor verbally and advise of the estimated length of the trial.

3. Upon reporting for court duty, the employee shall notify the court that the employee wishes to waive any monies or stipend awarded by- the court system for er jury service. However, the employee will be eligible to claim and receive the mileage reimbursement provided by the court system.

4. The employee shall report for jury duty each day as instructed by the court. At times the employee may be released from jury service during normal working hours; when this is the case, the employee shall be required to be at work, when practical.

The employee's supervisor may require an attendance slip verifying their actual days of service. If an attendance slip is required, it should be attached to the employee's time card to complete that record.

Section 6: Direct Deposit

The City of Visalia requires employees to participate in direct deposit for payroll purposes, and all payroll checks will be paid via direct deposit.

ARTICLE 14: GRIEVANCE PROCEDURE

Group A bargaining unit employees are covered under the provisions of City of Visalia Grievance Procedure Policy #117 as revised February 15, 2015.

ARTICLE 15: EDUCATIONAL/TUITION ASSISTANCE PROGRAM

As set forth in City of Visalia Personnel Policy #312, the City provides educational/tuition assistance to its regular employees for the purpose of continuing education. The City will provide up to $1000 per fiscal year per employee to help defray education expenses for those pursuing up to an AA degree from an accredited institution, and up to $2,500 per fiscal year for those employees pursuing a BA/BS degree or higher. One-half of this amount annually may be used for classes from other than accredited institutions, provided such programs or organizations are approved by the City. Approval for non-accredited programs must be obtained from the Department

Head prior to registering for the session. Expenses for travel, room accommodations, or meals shall not be provided by the City.

ARTICLE 16: PEACEFUL PERFORMANCE CLAUSE

The parties hereto recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the City of Visalia.

In the event of any work stoppage, during the term of this agreement; whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be personally served upon the City. In the event of any work stoppage, the Association shall promptly and in good faith perform the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of the provision. However, the City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee.

ARTICLE 17: MAINTENANCE OF BENEFITS

Except as provided or noted herein, all rights and all benefits which are presently enjoyed by all affected employees of this group, within the scope of representation, shall remain in full force and effect during the term of this agreement, unless modified through an amendment to this agreement, or until a new Memorandum of Understanding is agreed upon.

ARTICLE 18: FULL UNDERSTANDING, MODIFICATION, WAIVER

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19: SEPARABILITY

If any provisions of the Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not affect the validity of the remaining provisions except to the extent permitted by law, and all other provisions will continue in full force and effect.

ARTICLE 20: TERM OF CONTRACT

This Memorandum of Understanding shall be for the period commencing on July 17, 2021 and ending on June 30, 2024. The parties agree to commence negotiations on the successor agreement no less than sixty (60) days prior to the expiration date of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date stated below.

FOR THE CITY OF VISALIA

By: _____
Randy Groom, City Manager

Dated: 8-26-2021

By: _____
Leslie Caviglia, Asst City Manager

Dated: 8-25-21

FOR THE ASSOCIATION (GROUP A)

By: _____ L166
Osvaldo Dominguez, President

Dated: 8-24-2021

L36

8-24-21