

**SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF VISALIA AND
MISCELLANEOUS SUPERVISORS AND MANAGERS
(CITY OF VISALIA BARGAINING GROUP E)
May 2022**

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

ARTICLE 6: WAGES AND OTHER RELATED ISSUES, Section 1: Salaries & Wages
Subsections A, B and C are replaced in their 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 June 5, 2021
- 8% effective the pay period that includes July 1, 2022
- No additional increases for remainder of the agreement

ARTICLE 6: WAGES AND OTHER RELATED ISSUES, Section 2: Merit Increases, Subsection C. is temporarily modified to read:

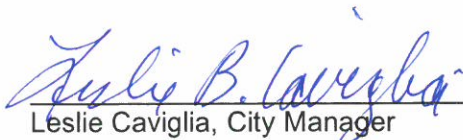
- C. All other provisions of the General Compensation Policy #201 shall apply to merit increases with the exception that Section III POLICY, Subsection E, paragraph 3 shall have no force or effect for the period of July 1, 2022 through June 30, 2024.

This Side Letter Agreement to the 2021 – 2024 Group E MOU is not intended to 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 5/25/22.

FOR THE CITY:

FOR GROUP E:



Leslie Caviglia, City Manager



Kari Williams, Group E President

ORIGINAL

MEMORANDUM OF UNDERSTANDING

**By and Between the City of Visalia
And the
Miscellaneous Supervisors and Managers
(City of Visalia Employee Bargaining Unit Group E)**



July 1, 2021 to June 30, 2024

TABLE OF CONTENTS

Section	Name	Page No.
Article 1:	Terms and Conditions	1
Article 2:	Authorized Agents and Recognition	1
Article 3:	City Rights	1
Article 4:	Association Rights	2
Article 5:	Discrimination	3
Article 6:	Wages and Other Related Issues	3
	Salaries & Wages; Merit Increases; Bilingual pay	
Article 7:	Days and Hours of Work; Overtime	4
	Work Schedule; Overtime	
Article 8:	Allowances for Work Related Expenditures	5
	Uniforms and Uniform Maintenance	
Article 9:	Employee Benefits and Retirement	6
	Medical/Dental/Vision; PERS; Long-term Disability; Life Insurance; Retiree Health Savings	
Article 10:	Paid Leaves	9
Article 11:	Vacation	10
Article 12:	Sick Leave	10
Article 13:	Personnel Practices	11
	Probationary Period; Performance Evaluations; Safety Reporting Procedures; Drug Free Work Place; Jury Duty	
Article 14:	Grievance Procedure	12
Article 15:	Educational/Tuition Assistance	13
Article 16:	Peaceful Performance Clause	13
Article 17:	Maintenance of Benefits Clause	13
Article 18:	Full Understanding, Modification, Waiver	13
Article 19:	Separability	13
Article 20:	Term of Contract	14

ARTICLE 1: TERMS AND CONDITIONS

The Miscellaneous Supervisors and Managers 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 regarding wages, hours and other terms and conditions of employment of employees in the Group "E" 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 his/her designee
707 W. Acequia
Visalia, CA 93291

Miscellaneous Supervisors and Managers – Group "E"
Association President, Group E
303 E. Acequia
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 act 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 "E." Represented classifications for Group E are identified in the City of Visalia Classification List.

ARTICLE 3: CITY RIGHTS

As defined in the Visalia Municipal Code, Section 2.40.040, 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 "E" bargaining unit deducted from employees' paychecks under procedures as follows:

- 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 this 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 customary and reasonable 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, at separate negotiating sessions. No employee shall be interfered with, intimidated, retaliated against, restrained, coerced or discriminated against by the City or by any employee organizations 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, or reduction in workforce, 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, or age, except where such is determined to be a bona fide occupational qualification.

Neither the City nor the Association shall interfere with, intimidate, retaliate against, 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 & Wages

- A. Salary ranges for all unit classifications shall be increased by four (4%) percent effective June 5, 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. In addition, a sales tax trigger (see language below) will be established to determine if an additional 1% salary (to a total of 4%) will be given.

- Sales Tax Trigger: A 1% pay increase will be added to the agreed upon 3% for FY 23/24 if the City's General Fund Sales Tax Revenue for the prior fiscal year

(FY 22/23) ends the fiscal year with a 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% wage increase starting in the first pay period in October 2023.

- D. In an effort to identify benchmark positions (which may include single incumbent classifications) that represent a broad sampling of positions, adequately dispersed through Group E, prior to the commencement of new MOU negotiations, the City agrees to meet with and advise representatives of Group E regarding selection of benchmark positions and explain the methodology being utilized to address the appropriateness of total compensation for Group E members.

Section 2: Merit Increases

- A. 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. Employees who are being compensated at the top of the salary range for their classification are not eligible to receive merit increases.
- B. If performance evaluations are not completed within sixty (60) calendar days of their due date, the appropriate merit raise (or step) shall be considered to be automatically granted. The merit increase will be granted retroactive to the appropriate anniversary of the employee's hire date.
- C. All other provisions of the General Compensation Policy shall apply to merit increases.

Section 3: Bilingual Pay

Unit members may be eligible to receive bilingual pay in the amount of \$75 per month, calculated and paid bi-weekly as part of regular payroll. The City shall continue to determine those positions that require such abilities and the language or languages that will be compensated for. An employee is entitled to receive bilingual pay provided that employee has passed an oral proficiency examination as determined by the City Manager and are assigned to provide translation services in addition to other duties contained within their specific job descriptions. Currently, the qualifying languages are Spanish and the Laotian dialects of Hmong, Lahu and Mien.

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.
- B. Employees may, with the advance approval of their supervisor, flex any regularly scheduled work day during a work-week, providing such flexing does not result in overtime

Section 2: Overtime

- A. Visalia City Personnel Policy #202 will apply to overtime except, for the purposes of this agreement, overtime is defined as time worked in excess of forty (40) hours in a seven (7) day work period. Paid time off, excluding sick leave, shall be considered as time worked for overtime calculation purposes (for non-exempt employees only).
- B. Authorization: Supervisors approval to work overtime must be obtained prior to working overtime hours.
- C. When an employee promotes from non-exempt to exempt FLSA status, any accrued comp time will be paid off at the employee's last non-exempt status pay rate.

ARTICLE 8: ALLOWANCES FOR WORK RELATED EXPENDITURES

Section 1: Uniforms and Uniform Maintenance

- A. Except as noted in this section, no provision shall be made for uniforms or uniform maintenance for the general membership of Group E as part of this agreement except for those Group E members who are required by the City to purchase, wear, and maintain uniforms as a condition of employment.
- B. Effective fiscal year 2018/2019, Group E employees of the Police Department who are required to wear a uniform shall receive a uniform allowance of \$800 per year, prorated and paid bi-weekly as part of regular payroll for the maintenance of appropriate uniforms. No formal dress uniform will be required for Group E employees in the Police Department. New employees required to wear a uniform will be provided six sets of pants and shirts at the time of hire. Employees not required to wear a uniform will not receive the uniform allowance. Annually, the Chief of Police will determine which employee classifications will be required to wear a uniform. The current classifications required to wear a uniform are:
 - a. Identification Technician
 - b. Senior Identification Technician
 - c. Communications Supervisor
 - d. Police Records Supervisor

- e. Supervising Identification Technician
- C. Other Group E employees required by the City to purchase, wear, and maintain uniforms as a condition of employment shall have required apparel provided by the City or shall receive reimbursement for required expenses (with the approval of their supervisor). For CalPERS defined classic employees, the City will report to CalPERS the monetary value for providing and maintaining the employee's required uniforms on an as earned basis.

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 or as required by the IRS to maintain an HSA qualifying High Deductible plan. 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 "E" members agree to share increases in future health 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 increased more than 5% of the prior year's total Medical plan 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 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. (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 "E" 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 the 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 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 plus 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 Medical plan cost increases in the plan year in which the changes take effect. Savings is defined as money that is saved by the plan modifications and money that is presently in the plan, shall remain in the plan.
- 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 for the upcoming 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 shall 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 E 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, as soon as operationally feasible, by having their employee and dependent health

care contribution run through this program as a pre-tax benefit, unless the employee specifically opts out of the program. To opt out of the program, an employee must notify the City in writing during the open enrollment period.

Section 2: California Public Employees Retirement System (PERS)

- A. The City shall maintain in effect the 3% @ 60 PERS Retirement Program for employees hired before May 11, 2008. Employees hired on or after May 11, 2008 and prior to May 21, 2011 will be covered under the 2.5% @ 55 PERS plan. Employees hired on or after May 21, 2011 and prior to January 1, 2013 will be covered under the 2% @ 60 PERS plan. Employees hired on or after January 1, 2013 will be covered under the 2% @ 62 PERS plan. PERS defined classic employees may be covered under the 2% @ 60 plan.
- B. The City will maintain the optional in-service death benefit (Pre-retirement Optional Settlement 2 Death Benefit, Government Code section 21548) which provides the surviving spouse the same retirement benefit as if the employee had retired at the time of death.
- C. CalPERS classic employees will continue to contribute 100% of the full CalPERS member contribution, which is currently 8%. Employees who are defined as "new members" under PEPRA will be subject to all applicable PEPRA provisions and will contribute a member contribution of 50% of the total normal cost of the retirement benefit as determined by CalPERS.
- D. Effective with the pay period beginning August 28, 2010, Group E employees will assume responsibility for payment of 4% of the employer's contribution for PERS. In any fiscal year that the City's required employer contribution rate to PERS drops below 4%, Group E employees' obligation will be the employer's contribution rate for that fiscal year.

Section 3: Long-term Disability

Group "E" Members shall continue paying their own coverage under the City's Long Term Disability (LTD) Insurance Program.

Section 4: Life Insurance

The City currently pays the premium for a \$30,000 group life insurance and accidental death and dismemberment policy for Group E members. The City will continue to provide employees an option to purchase additional life insurance at employee expense in an amount up to \$500,000 for employees and \$150,000 for spouses.

Section 5: Retiree Health Savings

The City has prepared the documents necessary to establish a Health Reimbursement Agreement (HRA). Group E will approve the design of the plan contribution. Group E reserves the right to annually review and modify the plan contribution design.

ARTICLE 10: PAID LEAVES

A. Holidays:

Regular employees are eligible for holidays immediately upon hire. Holiday leave shall be provided pursuant to City of Visalia Personnel Policy #303. The following days shall be official City holidays for Group "E" Bargaining Unit employees.

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

Regular part-time employees are allowed time off, with pay, for the above holidays on a prorated basis. Employees normally scheduled to work twenty (20) hours a week shall receive four (4) hours for each of the holidays listed above and those normally scheduled to work thirty (30) hours a week shall receive six (6) hours for each of the holidays listed above.

B. Administrative Leave:

Employees in Bargaining Group E, 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-six (56) 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-eight (28) hours of administrative leave for the remainder of the calendar year.

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

ARTICLE 11: VACATION

Group "E" Employees receive vacation benefits consistent with the provisions of City of Visalia Personnel Policy #304.

Employees must be employed for at least six (6) months in order to be eligible for the vacation leave benefit.

Vacation leave will be accrued proportionally based on paid time (regular hours, vacation, sick leave, comp time, administrative leave) 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 "E" 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 twelve days (96 hours) of sick leave each year. Accrued sick leave hours may be used for personal or immediate family illness or emergencies as defined by the Sick Leave policy. 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. 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) 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 fifty percent (50%) 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 90 days in order to be eligible for the sick leave benefit.
- F. 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 time in his/her sick leave bank.
- 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 the Policy #110 of the City of Visalia Personnel Policy Guidelines.

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

As required by law, the employee will receive his/her 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 for serving on a jury directly through the appropriate court system, but will be eligible to receive any mileage reimbursement paid by the courts. 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 a number of hours equal to that spent on jury duty that day. Work schedules shall be accordingly adjusted in such a way as to provide for the most logical sleep time, etc.

A. Procedure:

1. The employee shall present his/her supervisor, the subpoena or other document which gives instructions to report for jury empanelment upon receipt.
2. Upon selection for jury duty, the employee shall notify his/her supervisor verbally, and advise him/her of the estimated length of the trial.
3. Upon reporting for jury duty, the employee shall notify the court that he/she wishes to waive any monies or stipend awarded by the court system for his/her 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.
5. The employee's supervisor may require an attendance slip verifying his/her actual days of jury 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 E bargaining unit employees are covered under the provisions of City of Visalia Grievance Procedure Policy #117.

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 \$2,000 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 beyond.

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, or participates in, any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress as provided by law.

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 this 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

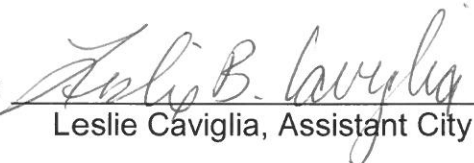
This Memorandum of Understanding shall be for the period commencing on July 1, 2021 and ending on June 30, 2024. The parties agree to commence negotiations on the successor agreement no less than ninety (90) days prior to the expiration date of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date stated below

FOR THE CITY OF VISALIA

By: 
Randy Groom, City Manager

Dated: 7-14-2021

By: 
Leslie Caviglia, Assistant City Manager

Dated: 7-14-21


FOR THE ASSOCIATION—GROUP “E”

By: 
Kari Williams

Dated: 7.8.21

By: 
Jason Serpa

Dated: 7/8/21

By: 
Diego Corvera

Dated: 7/13/21