

ORIGINAL

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 1, 2016 to June 30, 2018

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

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
Article 7:	Days and Hours of Work; Overtime	5
Article 8:	Allowances for Work related Expenditures	6
Article 9:	Employee Benefits and Retirement	6
Article 10:	Paid Leaves	8
Article 11:	Vacation	9
Article 12:	Sick Leave	9
Article 13:	Other Benefits	10
Article 14:	Personnel Practices	10
Article 15:	Grievance Procedure	12
Article 16:	Educational/Tuition Assistance Program	14
Article 17:	Peaceful Performance Clause	15
Article 18:	Maintenance of Benefits Clause	15
Article 19:	Full Understanding, Modification, Waiver	15
Article 20:	Separability	15
Article 21:	Term of Contract	15

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 his/her designee
707 W. Acequia
Visalia, CA 93291

PMSA - Group "A"
Steve Phillips
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 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 "A". Represented classifications for Group "A" consist of Police Sergeant, Police Lieutenant, and Police Captain.

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 two (2%) percent effective the pay period beginning July 9, 2016.
- B. Salary ranges for all unit classifications shall be increased by three (3%) percent effective the pay period that includes July 1, 2017.
- C. The annual base pay of all unit classifications will be increased by \$1,000 effective the pay period beginning July 9, 2016 in exchange for elimination of \$1,000 "On-Call/Standby" previously provided in MOU Article 7, Section 3(D).

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 his/her 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, paid on the pay period that includes July 1 of each year. This payment is made in advance for the upcoming 12-month period (July 1 – June 30).

Section 4: Other Pay

Effective the pay period that included July 1, 2015, the \$1,400 pay designated as "Other Pay" provided to classifications of Police Lieutenant and Police Captain was eliminated in exchange for a \$1,400 increase to annual base pay.

Section 5: 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 shall receive \$1,400 per year, paid on the pay period that includes July 1 of each year. This payment is in arrears for the previous 12-month period (July 1 – June 30) and is pro-rated based on the months worked in the qualifying program. 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

Section 6: 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.

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.
- 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 his/her 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 he/she 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. Effective the pay period beginning July 9, 2016, the \$1,000 On-Call/Standby pay will be eliminated in exchange for a \$1,000 increase to annual base pay.

ARTICLE 8: ALLOWANCES FOR WORK RELATED EXPENDITURES

Section 1: Uniforms and Uniform Maintenance

- A. Members of this group individually receive a uniform allowance of \$975 for the provision and maintenance of appropriate uniforms and equipment. Group "A" members are responsible for acquiring, cleaning, and replacing uniforms as necessary. The uniform allowance will be paid on the pay period that includes July 1 of each year. This payment is made in advance for the upcoming 12-month period (July 1 – June 30).
- B. If the employee is absent from active duty at the time the uniform allowance is to be paid, payment of the uniform allowance shall be deferred until the employee returns to work. If the employee is absent from active duty for more than six months, the uniform allowance will be proportionately pro-rated based on the number of pay periods in which the employee was on active duty.

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/dental/vision insurance in accordance with the current contribution rate schedule based on the selected health plan, taken as a bi-weekly payroll deduction. This payment is in addition to established amounts paid for dependent coverage. The current contribution rate schedule is shown in Attachment A of this MOU.
- B. Group "A" members agree to share increases in future health plan costs over the current cost (if any) by 50%. In no case, however, will the cost sharing be more than 5% of the prior year's total health cost up to a maximum of \$75 per month. Any decreases to health plan costs will be shared in a like manner.

All increased health care costs will be allocated to the dependent contribution until such time as the dependent health care contribution is equal to the employee contribution for the PPO and EPO health plans. Thereafter, increases will be allocated equally between employee and dependent health care contributions unless otherwise negotiated.

- C. Group "A" agrees to participate in an Employee Health Benefits Committee (EHBC). The purpose of the EHBC is to cooperatively manage the City's Health 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.

- D. Increases in health plan costs, if any, may be paid via changes in the health plan as confirmed by the plan's actuary, if agreed to by 5 of the 6 Units (5 bargaining groups and city management). In the event that approved plan changes exceed the employee cost increases, excess plan savings costs will be carried forward to the next year as employee contributions to health plan increases.
- E. 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 health and vision coverage then afforded to retirees in accordance with the current contribution rate schedule (Attachment A), 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.
- F. 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.

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" or ten (10) hours of Administrative Leave (for Exempt) is granted each calendar year to members of Group "A".
- C. 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 forty eight (48) hours of administrative leave each calendar year. 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-four (24) hours of administrative leave for the remainder of the calendar year.
- D. Any unused administrative leave hours remaining will be paid out on the first pay check in December.
- E. 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 forty-four (44) hours non-FLSA compensatory time off. In addition, non-exempt employees shall be paid forty-four (44) hours pay at the beginning of a scheduled vacation during the calendar year.

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 his/her 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 twelve (12) days of sick leave each year of which eight (8) days 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 $\frac{1}{2}$ (.50) of this accrual. Employees working thirty (30) hours per week receive $\frac{3}{4}$ (.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: OTHER BENEFITS

At any time after the date this MOU is ratified by the parties, if the City negotiates and agrees to any change in any employment benefit for the members of the Visalia Employee Bargaining Unit, Group "B". (Visalia. Police Officers Association), then Visalia Employee Bargaining Unit, Group "A" (Visalia Police Managers and Supervisors Association) shall be offered the equivalent employment benefit change, including any and all parameters and conditions, and it will be implemented within 30 days of acceptance of the offer.

ARTICLE 14: 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 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, 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 his/her 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 his/her supervisor verbally, and advise him/her of the estimated length of the trial.
3. Upon reporting for court 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.

The employee's supervisor may require an attendance slip verifying his/her 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 15: GRIEVANCE PROCEDURE

A. Purpose

To resolve conflict and to provide an appeal process for any regular full time or regular part-time employee who feels that he/she has been personally adversely affected by the interpretation, application or administration of this Memorandum of Understanding or the City of Visalia's Personnel Policy Guidelines.

Matters which are not subject to the Grievance Policy include the following:

1. Discipline, including, reprimand, suspension, demotion and discharge.
2. Any defenses to discipline, such as an alleged failure to follow City, Corrective Counseling (Discipline) procedures [such defenses must be raised in the appropriate disciplinary proceeding, and may not be separately grieved].
3. Complaints concerning equal employment opportunity, affirmative action, or sexual harassment, which are subject to the procedures in City of Visalia Personnel Policies 101 and 120.
4. Other matters for which a specific method of review is provided by law; by the rules and regulations' of the City Council or by administrative regulations and procedures of this City are not within the scope of this Grievance Policy.
5. Matters of concern to an employee which are not eligible for the procedures set forth in either City of Visalia Personnel Policy #101 Equal Employment Opportunity/Affirmative Action, Policy #116 Corrective Counseling Policy (Discipline), Policy #117 Grievance Policy or Policy #120 Sexual Harassment may be addressed to the Human Resources Director or his/her designee.

B. Coverage

Any regular full-time employee (including promoted probationary employees) who wishes to appeal management decisions made relative to interpretation or administration of the aforementioned areas, may do so in accordance with the provision of this article.

A probationary employee may not file a grievance under this article, except that a probationary employee who feels personally adversely affected by the application specifically of probationary rules and/or policies to himself/herself can grieve such rule or policy application in accordance with this article.

C. Definitions

1. Grievance

A Grievance is an allegation, by an employee that he/she has been personally adversely affected by the interpretation, application or administration of this Memorandum of Understanding or the City of Visalia's Personnel Policy Guidelines.

2. Grievant

A Grievant may be any regular full-time or regular part-time employee of the City of Visalia.

3. Immediate Supervisor

An immediate Supervisor is the lowest level administrator having immediate jurisdiction over the Grievant.

D. Procedure

1. Informal Level

Prior to filing a formal grievance, the Grievant must attempt to resolve the matter informally. This informal process should begin with an informal conference between the Grievant and the immediate Supervisor within ten (10) calendar days of the alleged incident giving rise to the Grievance.

2. Formal Level

Level I - Supervisor Review

If the Grievance is not resolved informally, the Grievant shall present the relevant facts in writing to the immediate Supervisor within ten (10) calendar days of date of the informal conference.

The Grievance should clearly state

- 1) The facts of the Grievance,
- 2) The basis for the Grievant's objection,
- 3) The remedy desired.

The supervisor shall communicate a decision in writing to the Grievant within ten (10) calendar days from the date the Grievance was received by the supervisor. Within the above time limits, either party may request a meeting, with the other, to discuss or clarify any facts/concerns regarding the grievance.

Level II - Department Head Review

In the event the Grievant is not satisfied with the decision of the Supervisor, an appeal may be made to the Department Head within ten (10) calendar days from the date the decision was rendered. Such

appeal must be made in writing and include: 1) a copy of the original Grievance, 2) a copy of the decision rendered, and 3) a concise statement of the reasons for the appeal.

The Department Head shall communicate a decision in writing to the Grievant within ten (10) calendar days from receipt of the appeal. Within the above time limits, either party may request a meeting, with the other, to discuss or clarify any facts/concerns regarding the Grievance.

Level III - Mediation Step

If the Grievance is not resolved after Level II, as an alternative to proceeding directly to Level IV, City Manager decision, the Grievance maybe submitted to mediation. A request for mediation may be presented in writing to the Human Resources Manager within ten (10) calendar days from the date a decision was rendered at Level II. As soon as practicable: thereafter, or as otherwise agreed to by the parties, a mediator shall hear and attempt to mediate a resolution to the Grievance. A request for mediation will automatically suspend the normal processing of a Grievance until the mediation process is completed. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal and shall be considered advisory to the City Manager. State Mediation and Conciliation Service shall be utilized for this mediation process. The Association shall notify the City Manager of the results of the mediation process immediately upon its conclusion.

Level IV - City Manager Decision

If the Grievance is not resolved in the mediation step (Level III), the City Manager (or designee) may render a decision solely on the basis of a review of the record; or may arrange a meeting between those affected before rendering a decision within twenty (20) calendar days of notification that the mediation step was unsuccessful.

ARTICLE 16: 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 \$1,500 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 17: 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 18: 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 19: 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 20: SEPARABILITY

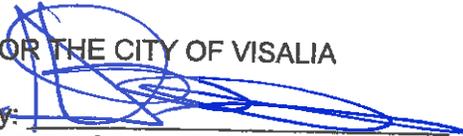
If any provisions of the Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not affect the validity of the remaining provisions except to the extent permitted by law, and all other provisions will continue in full force and effect.

ARTICLE 21: TERM OF CONTRACT

This Memorandum of Understanding shall be for a period of two years commencing on July 1, 2016 and ending on June 30, 2018. 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

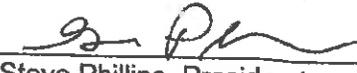
By: 
Mike Olmos, City Manager

Dated: 7/22/16

By: 
Leslie Caviglia, Asst City Manager

Dated: July 21, 2016

FOR THE ASSOCIATION (GROUP A)

By: 
Steve Phillips, President

Dated: 7-21-16

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF VISALIA AND
POLICE MANAGERS AND SUPERVISORS ASSOCIATION
(CITY OF VISALIA EMPLOYEE BARGAINING UNIT GROUP A)**

Representatives of the City of Visalia (City) and the Police Managers and Supervisors Association (City of Visalia Employee Bargaining Unit Group A) have met and conferred and reached agreement on this Side Letter Agreement to the 2016-2018 Memorandum of Understanding. This Side Letter Agreement is not intended to supersede any of the other terms and conditions of employment contained in the MOU unless specifically mentioned herein. The following provisions of this Side Letter Agreement represent the mutual understanding and consent of both parties.

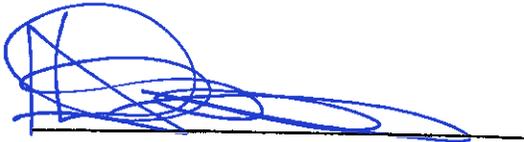
1. Upon written notification by the City, Group A agrees to meet and confer over proposed changes to Personnel Policies and Procedures during the term of the contract.
2. During the term of the MOU, the City agrees that if any bargaining group receives more than the City Council approved base wage percentage increase that Group A receives for this current round of negotiations, the City will reopen negotiations to discuss base wages only.

The parties by and through their authorized agents and representatives agree to the terms of this Side Letter Agreement subject to the adoption or ratification of this Agreement by the Visalia City Council.

The Side Letter of Agreement is executed on

July 22, 2016

FOR THE CITY:



FOR GROUP A:

