

Memorandum of Understanding

**By and Between the City of Visalia and
Visalia Firefighters Association (IAFF Local 3719) –
(City of Visalia Employee Bargaining Unit Group G –
Firefighters, Fire Engineers, Fire Captains,
Firefighter Trainees, Firefighter Paramedics, Fire
Engineer Paramedics, Fire Captain Paramedics)**



July 1, 2016 – June 30, 2018

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ARTICLE 1: TERMS AND CONDITIONS

The Visalia Firefighters 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 "G" 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

Visalia Firefighters Association – Group "G"
Association President
309 S. Johnson
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 "G." Represented classifications for Group "G" consist of full-time, regular, Firefighter Trainee, Firefighter, Firefighter Paramedic, Fire Engineer, Fire Engineer Paramedic, Fire Captain and Fire Captain Paramedic in the Visalia Fire Department.

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 "G" 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 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 standard administrative fees for the payroll deductions, currently 45 cents (\$0.45) per deduction per employee (as set in the City's Rates and Fees document).

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 organizations because of the exercise of these rights.

Section 3: Advance Notice

Except in cases of emergency as provided below in this section the Association, if affected, shall be given reasonable advance notice of 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. Circumstances generating such notice shall include any proposed change to job descriptions or reclassifications directly affecting classifications currently represented by the Association. 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 meeting 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.

Members of this group shall be afforded one hundred and forty-four (144) hours per year in a "training bank" to be used in units of not less than four (4) hours, with no more than two employees off shift at any given time, for training related to Association business. Association members will be responsible for ensuring coverage of their own shifts well in advance of such time off, and the Department shall not incur overtime costs for covering such shifts.

ARTICLE 5: DISCRIMINATION

1. 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, after consideration of reasonable accommodation factors and relation to essential job duties of the provision.

2. 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 & Wages

- A. Salary ranges for all unit classifications shall be increased by two (2%) percent effective with the pay period beginning September 3, 2016.
- B. Salary ranges for all unit classifications shall be increased by three (3%) percent effective with the pay period that includes July 1, 2017.

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. For all salary adjustments in this group, this process shall occur on or before June 30th.
- B. Employees who are being compensated at the top of the salary range for their classification are not eligible to receive merit increases.
- C. Employees are eligible to receive up to a five percent (5%) 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.
- D. Per City of Visalia Personnel Policy, #201, employees are eligible to receive up to a ten percent (10%) 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.
- E. At this time, 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.

- F. All other provisions of the General Compensation Policy shall apply to merit increases.

Section 3: Specialty/Incentive Pay

Employees qualified and certified as Hazardous Material Technicians/Specialists and currently serving in such capacity shall receive additional annual compensation paid the first full pay period in June of each year for the fiscal year then ending, based upon the criteria below. This payment is in arrears for the previous 12-month period (July 1 – June 30) and is pro-rated based on the number of months in the qualifying assignment.

	Actively Assigned	Not Assigned
With Class A	\$2,000	\$1,000
Without Class A	\$1,600	\$800

All employees receiving Hazardous Materials compensation will make every effort to maintain Class A license status and agree to undergo testing as required.

Section 4: Bilingual Pay

Association members are eligible for bilingual pay provided that they successfully demonstrate proficiency in a qualified foreign language. The City shall maintain and administer 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. Bilingual pay shall be \$900 per year, paid on the pay period that includes July 1 of each year. This payment is in advance for the upcoming 12-month period (July 1 – June 30). Currently, the qualifying languages are Spanish and Laotian, and the 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. The standard work schedule for shift personnel in the Fire Department shall be fifty-six (56) hours per week.
- B. Shift trades shall be allowed per Visalia Fire Department Standard Operating Procedure (hereinafter referred to as "SOP") Division 1, Section 2, Article 15. Any change to this SOP shall require the two parties to meet and confer.

- C. The attachment summarizes the agreement between the parties regarding the pay and classification adjustments and/or conversions that are made when a Fire Captain moves from shift assignment to a 40-hour work week Administrative assignment, as established and authorized by the Fire Chief.

Section 2: 48/96 Schedule

The City has implemented a "48/96" work schedule. The City and Association agree:

Shifts shall be designated "A," "B," and "C." Each working tour shall be forty-eight (48) hours' duration. Tours shall commence at 0800 hours (8:00 am) and terminate at 0800 hours (8:00 am), 48 hours later.

The applicable work period for purposes of determining Fair Labor Standards Act (FLSA) overtime shall be a one-hundred eighty-two (182) hour, twenty-four (24) day work period. Employees on the 182 hour/24 day work period shall receive premium overtime compensation at the rate of one and one-half (1.5) times their "regular rate of pay," for all time actually worked in excess of 182 hours worked in a 24-day work period.

Sleep time while on duty shall be included in compensable hours of work.

The maximum allowable continuous work hours is capped at 96 hours, with a minimum 12-hour period thereafter before the employee returns to any duty. For emergency assignments, excluding order back, an exception to the maximum continuous duty may be approved by the Fire Chief or his/her designee.

The City has adopted the 48/96 work schedule. The City reserves the right to annually review the effectiveness of the plan. If in the opinion of the City the 48/96 work schedule is detrimental to the efficient operation of the department, the City may revert back to the traditional Kelly schedule. To change the schedule, notice must be given by October 1 of each year, effecting the change as of the beginning of the new calendar year. In a like manner, the Fire Association may request that the City return to the Kelly schedule by October 1 for implementation the following January 1.

Section 3: Overtime

- A. Overtime shall be defined and calculated pursuant to the City of Visalia Personnel Policy #203, except as provided herein related to implementation of a 48/96 pilot program work schedule.
- B. Authorization: Supervisors approval to work overtime must be obtained prior to working overtime hours.

Section 4: Call-Back Compensation

As provided for in City of Visalia Personnel Policy #205 – Call Back Policy:

- A. When an 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 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 overtime pay provisions described herein and in City of Visalia Personnel Policy #203.
- C. The two-hour minimum shall apply only when an 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 overtime pay provisions.

Section 5: Acting Engineer/Acting Captain Pay

ACTING ENGINEER

- A. Purpose. When deemed necessary to maintain minimum staffing and prevent overtime, Firefighters will work as acting Fire Engineers.
- B. Criteria. In order for a Firefighter with the Visalia Fire Department to be eligible to work as an Acting Fire Engineer, and receive the out-of-classification pay, the Firefighter must first meet the following criteria:

1. Training

The Firefighter must successfully complete the Visalia Fire Department’s Acting Engineer’s Certification Course.

The Firefighter must be proficient in driving each type of apparatus in service within the Visalia Fire Department, including fire engines, airport crash/fire rescue vehicles, and ladder trucks.

The Firefighter must be proficient in the operation of fire pumps utilized by such vehicles as described above, and in the case of ladder trucks, be proficient in the smooth operation of the hydraulically controlled components used for fire suppression or victim rescue.

2. License

The Firefighter must hold a Class B Driver's License from the California Department of Motor Vehicles.

3. In-Service Training

Those individuals who are currently working as Acting Fire Engineers, and who have completed Visalia Fire Department's Acting Engineer Certification, are eligible to receive the out-of-classification pay provided they have fulfilled the 96-hour in-service requirement and can document such time from the Visalia Fire Department log books.

- C. Rotation. When a Firefighter is needed to work as an acting Fire Engineer, and the Firefighter on the affected crew has met the training criteria, he/she will work in the Acting Engineer position. If there is more than one qualified Firefighter on the affected crew, a rotation will be used to give all qualified personnel equal opportunity. If an Acting Engineer is needed and the Firefighter on the affected crew is not qualified, a qualified person will be moved to that crew at the discretion of the affected supervisors.
- D. Compensation. When a Firefighter serves as an acting Fire Engineer for twelve (12) or more hours in a given shift, he/she will be compensated at the acting rate of 5% above base pay for those hours worked. However, if he/she serves in an acting capacity fewer than twelve (12) hours, he/she will not be compensated at the acting rate.

ACTING CAPTAIN

- A. Purpose. When deemed necessary to maintain minimum staffing and prevent overtime, Fire Engineers and/or Firefighters will work as acting Fire Captains.
- B. Criteria. In order for a Fire Engineer and/or Firefighter with the Visalia Fire Department to be eligible to work as an Acting Fire Captain and receive out-of-classification pay, the Fire Engineer and/or Firefighter must first meet the following criteria:
1. Must successfully complete the Visalia Fire Department's Acting Captain Certification.
 2. Must then or have previously (documented) performed satisfactorily in the capacity of Acting Fire Captain for 180 hours.

3. Must receive a recommendation from their Captain and Battalion Chief indicating that he/she should receive acting pay as he/she has the skills to provide the necessary supervisory responsibility.
- C. Rotation. When a Fire Engineer and/or Firefighter is needed to work as an Acting Fire Captain, and the Fire Engineer and/or Firefighter on the affected crew has met the training criteria, he/she will work in the Acting Captain position. If there is more than one qualified Fire Engineer and/or Firefighter on the affected crew, a rotation will be used to give all qualified personnel equal opportunity. If an Acting Captain is needed and the Fire Engineer and/or Firefighter on the affected crew is not qualified, a qualified person will be moved to that crew at the discretion of the affected supervisors.
- D. Compensation. When a Firefighter or Fire Engineer serves as an acting Fire Captain for twelve (12) or more hours in a given shift, he/she will be compensated at the acting rate of 5% above base pay for those hours worked. However, if he/she serves in an acting capacity fewer than twelve (12) hours, he/she will not be compensated at the acting rate.

Section 6: Return to Work

Return from week-long training – Employees returning to work from 5-day, out-of-town training assignments will return to regular shift work as follows:

- A. If the employee returns by or before 1300 hours on the day of his/her regularly scheduled shift, then the employee shall report to work by 2100 hours.
- B. If the employee returns to work after 1300 hours on the day of his/her regularly scheduled shift, then the employee shall report to work on the next regularly scheduled shift.

ARTICLE 8: PARAMEDIC PROGRAM

Section 1: Program Duration

The Paramedic Program is intended as an ongoing permanent function within the Fire Department and is being included as part of the MOU. It is understood that the Paramedic Program will necessarily be subject to the same evaluation and maintenance process as other essential services within the organization.

Section 2: Paramedic Recruitment/Training/Certification Maintenance

- A. The City will hire Paramedics certified by Central California Emergency Medical Services Authority (CEMSA)

- B. The City will bear the training costs necessary for all employees serving in a paramedic classification in the organization to maintain their certification, regardless of rank.

Section 3: Participation

Firefighters who attained status as regular employees on or before February 9, 2004 and participated in the implementation of the Paramedic Program and became a Firefighter-Paramedic shall have the right to revert to Firefighter, without penalty, should he/she choose to terminate his/her participation in the Paramedic Program. It is understood that an affected employee who reverts to his/her former position shall receive compensation and benefits commensurate with that former position.

Nothing in this section shall alter, prevent, diminish or otherwise affect the duties of management to properly evaluate, discipline or dismiss employees based on job performance.

Section 4: Compensation

- A. The salary range for the classification of Firefighter/Paramedic is established at 10% above that of Firefighter.
- B. The City will maintain a classification and job description of Fire Engineer/Paramedic. The salary range for this classification will be maintained at 5% above that of Fire Engineer.
- C. The Fire Department will use the Firefighter Paramedic classification in the primary caregiver role whenever possible. In the event that Firefighter Paramedic staffing is not available, the Fire Department will make every effort to use the Fire Engineer Paramedic classification in the primary caregiver role. In an effort to maintain the Fire Captain Paramedic in a command role on emergency scenes, the Fire Captain Paramedic will be used as a last resort in the primary paramedic role. However, in order to maintain their paramedic skills, Engineer Paramedics and Captain Paramedics must act as primary paramedic on at least six (6) shifts per year as assigned by Fire Administration. The responsibility for assuring that Engineer Paramedics and Captain Paramedics have the opportunity to act as primary paramedic on at least six (6) shifts per year shall be the obligation of Fire Administration. No Engineer Paramedics or Captain Paramedics shall be adversely impacted as a result of the failure of Fire Administration to assure that such employee had an opportunity to act as the primary paramedic on at least six (6) shifts.

Section 5: Fire Captain Paramedics and Fire Captains

- A. The classification of Fire Captain-Paramedic is eliminated prospectively effective July 1, 2016. All employees hired into the classification of Fire Captain-Paramedic prior to that date will remain status quo.
- B. Future Fire Captains (employees who promote into the classification of Fire Captain after July 1, 2016 and have a paramedic license/certification) who wish to continue as a paramedic within established department standards may do so under the following conditions:
- Employee will be allowed to take City offered paramedic classes as long as it does not create an overtime or backfill situation.
 - Employees will be required to maintain ACLS/PALS on their own time
 - It is the employee's responsibility to ensure all requirements are met to maintain a paramedic license/certification (State and local accreditation)
 - Employee must continuously maintain a valid paramedic license/certification; any lapse will result in permanent inability to function as a paramedic for the City of Visalia
 - City will allow tuition assistance to be used to pay for EMS continuing education classes within the current cap allowed
 - City will reimburse Fire Captains who maintain their paramedic license/certification an amount equivalent to the cost of EMT certification; City will allow tuition assistance to be used to pay for the remaining paramedic license/certification costs within the current cap allowed
 - Shall only be placed in a position of primary patient care when necessary
 - City will allow Fire Captains who are certified by the State of California as a paramedic to maintain local (CCEMSA) accreditation and to practice as a paramedic within established department standards and guidelines

ARTICLE 9: ALLOWANCES FOR WORK RELATED EXPENDITURES

Section 1: Uniforms and Uniform Maintenance

- A. The City shall provide the necessary uniforms, boots and safety equipment as needed to perform the job. The City shall also provide uniform cleaning.

ARTICLE 10: 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.
- B. Group "G" members agree to share increases in future health plan costs over the current cost (if any) by up to 50%. In no case, however, will the cost sharing be increased more than 5% of the prior year's total health care cost up to a maximum of \$75 per month per year. Any decreases to the health plan cost 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. Any decreases in employee health care costs shall be applied to employee contributions. Once employee contributions and dependent contributions have equalized, changes in health care costs shall be applied equally to employee and dependent care contributions.

- C. Group "G" 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 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.
- 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 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 current or future health plan cost 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 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 "G" 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 based on the single highest earning year. All employees hired into Group G 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 retiring employee's 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 10, 2013, these employees 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 10, 2013, these employees contribute an additional 3% retirement contribution as cost sharing of the employer contribution.
- D. The City will continue to participate in the optional in-service death benefit (Pre-retirement Optional Settlement 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 Insurance

- A. By prior agreement, long term disability coverage is currently provided through the Association. Association members shall be responsible for all costs associated with this coverage. The Association shall assume full responsibility for this program and shall indemnify and hold harmless the City for any and all claims arising from the Association-provided long term disability program. (For reference, prior to the Association providing this coverage, the City paid \$28.00 per month per employee and the City increased group salaries by that amount at the time the Association assumed responsibility for providing the coverage.) The City and the Association may meet and confer during the term of the agreement should the Association desire for their members as a group to return to the City's coverage.

Section 4: Disability Avoidance Program

- A. The Disability Avoidance Program (DAP) was discontinued effective July 1, 2010 and corresponding health club membership paid by the City on behalf of employees was discontinued as of November 1, 2010.
- B. The chief shall have the discretion as to the maintenance and placement of exercise equipment at all Fire Department facilities.

ARTICLE 11: OTHER PAY AND PAID LEAVES

Section 1: Fire Certificate Pay

- A. The City will implement pay for those employees holding and maintaining Fire Certificates as follows:

Fire Officer: 3% salary adjustment

Chief Officer: an additional 2% salary adjustment (to a total of 5%)

Section 2: Holidays

The following days shall be designated official City holidays:

New Years Day	January 1
Martin Luther King Jr. Birthday	Designated day 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 Thursday in November
Friday after Thanksgiving	

Christmas Day

December 25

Non-shift City employees are granted one floating holiday per calendar year.

- A. Holiday leave shall be provided pursuant to City of Visalia Personnel Policy #303, except as noted herein.

In lieu of the holidays and floating holidays recognized by the City, Association shift personnel will receive four (4) shift days in pay annually, paid in the first full pay period in November of each year.

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. No additional holiday pay is granted for employees assigned a standard work schedule.

ARTICLE 12: VACATION

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

Pursuant to Policy #304, employees who are required to work 24-hour shift assignments in the Fire Department accrue annual leave at the following rates:

Continuous Service

<u>Months</u>	<u>Years</u>	<u>Accrual</u>
0-12	0-1 year of service	5 shifts per year
13-36	2-3 years of service	6 shifts per year
37-96	4-8 years of service	7 shifts per year
97-180	9-15 years of service	8 shifts per year
180+	16 or more years of service	10 shifts per year

An employee 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 accruals will be credited at the start of the pay period following the pay period earned.

ARTICLE 13: SICK LEAVE

Section 1: Sick Leave

- A. Group "G" Bargaining Unit Employees receive sick leave time consistent with the provisions of the current City of Visalia Personnel Policy #305.
- B. Shift employees shall accrue one (1) shift of sick leave for every two (2) months of service – for a total of six (6) shifts per year. Shift employees may use five (5) shifts for personal leave as Personal Leave for family emergencies and/or illnesses.
- C. Employees must be employed for at least three (3) months in order to be eligible for the sick leave benefit.
- D. 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.
- E. After accumulating a total of more than four hundred eighty (480) hours of sick leave, a regular full-time employee in this group may elect to be paid at one-half (1/2) his/her regular rate of pay for a maximum of seventy-two (72) hours less any sick leave used during the designated year from November 1 to October 31. Payment of such sick leave buy-back will be included in the pay check received in the middle of December.
- F. Sick leave accruals will be credited at the start of the pay period following the pay period 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 14: COMPENSATORY TIME OFF

The practice of providing 12 hours of compensatory time hours annually was eliminated as of January 1, 2011.

ARTICLE 15: PERSONNEL PRACTICES

Section 1: Probationary Period

The initial (new hire) probationary period for members of this group will be for eighteen (18) months and otherwise subject to the provisions of the City of

Visalia Personnel Policy #110. The probationary period applicable to promotional appointments shall remain at twelve (12) months.

Section 2: Safety Reporting Procedure

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

Section 3: 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 will 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 4: Jury Duty

The employee will receive his/her base pay for up to twenty days of jury duty service per calendar year. The City will continue the employee's regular paycheck. The employee will keep any monies received from jury duty and will supply documentation of jury time served to the Finance Department.

Procedure:

- A. The employee shall present to his/her supervisor, the initial subpoena or other document which gives instructions to report for jury empanelment upon receipt.
- B. Upon selection for jury duty, the employee shall notify his/her supervisor verbally, and advise him/her of the estimated length of the trial.
- C. 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 service. However, the employee will be eligible to claim and receive the mileage reimbursement provided by the court system.
- D. 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.

- E. 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 5: Response Time Requirement

The public safety response time requirement outlined in City of Visalia Personnel Policy #104 is eliminated for Group G members.

ARTICLE 16: 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 17: GRIEVANCE PROCEDURE

I. PURPOSE

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

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

- Discipline, including reprimand, suspension, demotion and discharge.
- 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].
- Complaints concerning equal employment opportunity, affirmative action, or sexual harassment, which are subject to the procedures in the City of Visalia Personnel Policies #101 and #120.
- 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.
- 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 Resourced Director or his/her designee.

II. COVERAGE

Any regular full-time employee (including any promoted probationary employee) who wishes to appeal management decisions made relative to interpretation or administration of the aforementioned areas, may do so in accordance with the provisions 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 or herself can grieve such rule or policy application in accordance with this article.

III. DEFINITIONS

A. 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 Personnel Policy Guidelines.

B. Grievant

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

C. Immediate Supervisor

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

IV. PROCEDURE

A. Informal Level

Prior to filing a formal Grievance, that 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.

B. Formal Level

1. 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 the 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.

2. 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 by the Department Head. Within the above time limits, either party may request a meeting, with the other, to discuss or clarify any facts/concerns regarding the Grievance.

3. 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 may be submitted to mediation. A request for mediation may be presented in writing to the Human Resource 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.

4. 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 within twenty (20) calendar days of notification that the mediation step was unsuccessful.

ARTICLE 18: 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 \$1,200 per fiscal year per employee to help defray education expenses. Up to one-half of this amount may be used for lodging expenses necessary for out-of-town training. The City will provide an additional \$300 (up to a maximum of \$1,500) for courses taken in pursuit of a Bachelor's degree or higher.

ARTICLE 19: 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 20: 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 21: 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 22: SEPARABILITY

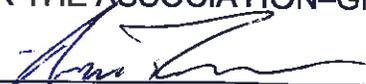
If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not affect the validity of the remaining provisions except to the extent permitted by law, and all other provisions will continue in full force and effect.

ARTICLE 23: TERM OF CONTRACT

This Memorandum of Understanding shall be for a period of two (2) 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.

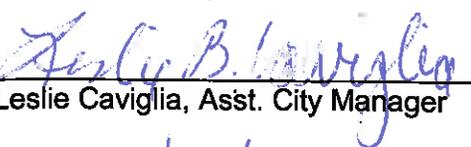
IN WITNESS WHEREOF, the parties hereto have set their hands as of the date stated below

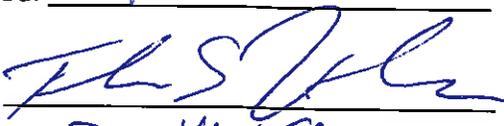
FOR THE CITY OF VISALIA
By: 
Mike Olmos, City Manager

FOR THE ASSOCIATION-GROUP "G"
By: 
Nick BRANLY

Dated: 9/13/16

Dated: 9/12/16

By: 
Leslie Caviglia, Asst. City Manager

By: 
Tom VAN GROUW

Dated: 9/14/16

Dated: 9/12/16

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF VISALIA AND
VISALIA FIREFIGHTERS ASSOCIATION
(CITY OF VISALIA EMPLOYEE BARGAINING UNIT GROUP G)**

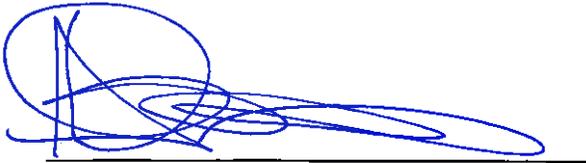
Representatives of the City of Visalia (City) and the Visalia Firefighters Association (City of Visalia Employee Bargaining Unit Group G) have met and conferred and reached agreement on this Side Letter Agreement to the 2016-2018 Memorandum of Understanding. This Side Letter Agreement is not intended 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 G 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 G receives for this current round of negotiations, the City will reopen negotiations to discuss base wages only.
3. The information on the Administrative Captain assignment referenced in Article 7, Section 1(C) of the MOU will be updated with current information. The revised attachment will then be included with the MOU.

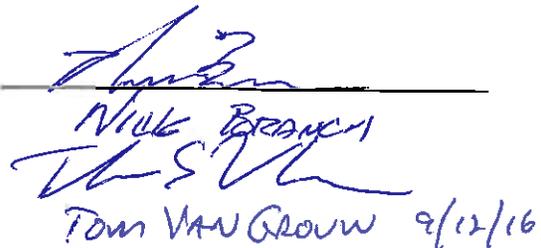
The parties by and through their authorized agents and representatives agree to the terms of this Side Letter Agreement subject to the adoption or ratification of this Agreement by the Visalia City Council.

The Side Letter of Agreement is executed on September 13, 2016.

FOR THE CITY:



FOR GROUP G:



NICK BRANCH
Tom VAN GROW 9/12/16