

MEMORANDUM OF UNDERSTANDING

**By and Between the City of Visalia
And the
Northern California Carpenters Regional Council
(City of Visalia Employee Bargaining Unit Group M)**

July 1, 2024 to June 30, 2027

TABLE OF CONTENTS

Section	Name	Page No.
Article 1:	Terms and Conditions	3
Article 2:	Authorized Agents and Recognition	3
Article 3:	City Rights	3
Article 4:	Union Security	4
Article 5:	Union Rights	4
Article 6:	Discrimination	5
Article 7:	Wages and Other Related Issues Salaries & Wages; Bilingual Pay; Regular Employee; Longevity	6
Article 8:	Days and Hours of Work; Overtime Work Schedule; Overtime; On-Call/Standby and Call-Back; Out of Classification	7
Article 9:	Allowances for Work Related Expenditures Uniform and Uniform Allowances; Tools	10
Article 10:	Employee Benefits and Retirement Medical/Dental/Retirement (PERS)	11
Article 11:	Paid Leaves Holidays; Administrative Leave	13
Article 12:	Vacation	15
Article 13:	Sick Leave Family Care & Medical Leave	16
Article 14:	Layoff Policy	17
Article 15:	Stewards	21
Article 16:	Personnel Practices Probationary Period; Performance Evaluation; Safety Reporting Procedure; Drug Free Work Place; Jury Duty; Required Driver's Licenses; Labor Management Cooperation Committee; Personnel Files Administrative Hearing Procedure	22
Article 17:	Grievance Procedure	25
Article 18:	Educational/Tuition Assistance Program	28
Article 19:	Peaceful Performance Clause	28
Article 20:	Full Understanding, Modification, Waiver	29
Article 21:	Separability	29
Article 22:	Term of Contract	29
Attachment A:	City of Visalia Job Classifications (Group M Employees)	31

ARTICLE 1: TERMS AND CONDITIONS

The Northern California Carpenters Regional Council, and the Carpenters 46 Northern California Counties Conference Board and their affiliates (herein referenced to as "Union") 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 "M" bargaining unit, have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

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

ARTICLE 2: AUTHORIZED AGENTS AND RECOGNITION

Section 1: Authorized Agents

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

City of Visalia
City Manager or designee
220 N Santa Fe
Visalia, CA 93292

Northern California Carpenters Regional Council
Field Representative
Carpenters Local Union 1109
8130 W. Mineral King Avenue
Visalia, CA 93291

The Union 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 Union as the exclusive collective bargaining representative and employee organization for employees covered by this Memorandum of Understanding, the employees in Group M. A list of the represented classifications is attached as Attachment A.

ARTICLE 3: CITY RIGHTS

A. It is understood and agreed that the City has in reserves all the customary and usual rights, powers, functions, and authority customarily exercised by

management, unless otherwise specifically designated or modified by the express provisions of this agreement.

- B. Any of the rights, powers, functions or authority which the City had prior to the signing of this agreement, or any agreement with the Union, including, but not limited to, those in respect to rates of pay, hours of employment or conditions of work, are specifically retained by the City, except as those rights, powers, functions or authority are specifically abridged or modified by the express provisions of this agreement.

ARTICLE 4: UNION SECURITY

The Union recognizes its obligation to cooperate with the City of Visalia to maximize service of the highest quality and efficiency to the citizens of the City, consistent with its obligation to the employees it represents. The City and the Union affirm the principle that harmonious labor-management relations ought to be promoted and furthered.

ARTICLE 5: UNION RIGHTS

Section 1: Payroll Deductions

Pursuant to G.C. 1152(a) the City will deduct all legally required deductions from Group M bargaining unit member paychecks and provide those to the Union under the following procedures:

Employees will submit requests to start or stop dues deductions directly to the Union. The Union is responsible for maintaining the dues deduction forms from individual employees. The Union shall certify that it has and will maintain individual employee authorizations; copies of an individual authorization need not be provided to the City unless a dispute arises about the existence or terms of the authorization.

The Union shall notify the City about any change to an employee's dues deductions, including starting and stopping dues deductions. The notification shall be made by providing a certified list of the affected employee(s) and the action to be taken. The City shall implement such changes in the next available dues payment cycle after the City receives the notification. Employee requests to cancel or change Union dues deductions shall be directed to the Union.

The City shall accept the information provided by the Union on employee members' dues deductions. The Union will pay the City's standard administrative fees for the payroll deductions.

The Union agrees to indemnify and hold the City, its officers and employees, free and harmless of any and all liability that may result from making, canceling, or changing requested deductions or reductions.

The City shall provide the Union no less than quarterly a list of Group M bargaining unit members and information the City possesses in compliance with G.C. 3558.

Section 2: Communications with Employees

The Union shall be allowed by a City department, in which represented employees work, use of bulletin board space for communications having to do with official organization business, such as times and places of meeting. All materials must receive the approval of the Human Resources Manager. All materials must be dated and must identify the organization that published them. The actual posting of material will be done by the City as soon as possible after they have been approved, unless special arrangements are made. Materials posted will be removed after thirty-one (31) days. Exceptions to the time limitation will be allowed for ongoing information such as union contact list. The City will designate an area on the City intranet for posting of union information pursuant to the conditions above.

Section 3: Advance Notice

Except in cases of emergency, as provided below in this subsection, the Union, 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 Union on the first business day after the emergency.

Section 4: Release Time

City employees who are official representatives of the Union shall be given reasonable time off during normal business hours with pay to attend formal meet and confer sessions, grievance or discipline meetings with management representatives. The Union shall notify the Human Resources Manager of the names and departments of employees who are official representatives of the Union. 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 in unusual circumstances. Except by agreement with the Employee Relations Officer, the number of employees excused for meet and confer sessions shall not exceed four (4) in number.

ARTICLE 6: 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 Union shall interfere with, intimidate, coerce or discriminate against City employees who exercise their right to form, join or participate in the activities of the Union. Neither the City nor the Union shall interfere with, intimidate,

coerce, or discriminate against City employees because of their exercising of their rights not to form, join, or participate in the activities of the Union.

ARTICLE 7: WAGES AND OTHER RELATED ISSUES

Section 1: Salaries & Wages

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

- 6% effective the pay period that includes July 1, 2024 or the pay period following formal Council approval, if approved sooner.
- 4% effective the pay period that includes July 1, 2025
- 2% effective the pay period that includes July 1, 2026
- An additional 2% salary increase will be added to the agreed upon 2% for FY 26/27 if the City's General Fund Sales Tax Revenue for FY25/26 is equal to or greater than FY22/23 Sales tax of \$46.6 million. The final number will not be determined for FY 25/26 until all Sales Tax payments have been distributed to Cities with the final payment being in September 2026. If the Sales Tax is \$46.6 million or more, the City will add the additional 2% wage increase starting the first pay period in October 2026.

During the term of the MOU, the City agrees that if any bargaining group receives more than the City Council approved base wage percentage increases that Group M receives for this current round of negotiations, the City will reopen negotiations to discuss base wages only.

Section 2: Bilingual Pay

Unit members may be eligible for bilingual pay provided that they successfully demonstrate proficiency in a qualified foreign language. The City shall continue to determine those positions that require such abilities and the language or languages that will be compensated for. The City shall maintain and administer a testing process, previously established by the City, based upon accepted industry standards that allow a member to demonstrate proficiency in the language as it is used in everyday practice. Bilingual pay shall be \$900 per year, prorated and paid bi-weekly as part of regular payroll. Currently, the qualifying languages are Spanish and the Laotian dialects of Hmong, Lahu and Mien.

Section 3: Communications Training Pay

Communications Operators certified and assigned as "Communications Training Officers" will receive \$1,000 per year, prorated and paid bi-weekly as part of regular payroll.

Section 4: Definition of Regular Employee

Regular Employee

A Regular Employee is defined as a person who is appointed to an allocated position and has successfully completed the probationary period. Regular employees may be appointed to full-time or part-time allocated positions.

- A regular full-time employee is appointed to a full-time allocated position, which works a minimum of forty (40) hours per week and is eligible for all employee benefits.
- A regular part-time employee is appointed to a part-time allocated position and normally works between 20 and 30 hours a week and is eligible for the following employee benefits:
 - Health and Life Insurance benefits if the employee is willing to pay for one-half of the premium cost. (Effective 7/1/86).
 - All other employee benefits pro-rated at one-half or three-fourths based on the number of hours (20 or 30 hours) normally authorized to work.
- A regular part-time may not on a regular basis work over 35 hours per week.

Section 5: Longevity Pay

Group M members are eligible for longevity pay based on all years of full-time service with the City of Visalia at the following intervals:

- 2.0% at 5+ years
- 2.0% at 10+ years
- 2.0% at 15+ years
- 2.0% at 20+ years

During the term of the MOU the City agrees to reopen negotiations to discuss longevity pay if any bargaining group outside of the Police or Police Classifications receives more than the Councils approved longevity percentages approved for group M.

ARTICLE 8: 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 public and laws of the State and the City.
- B. Start Time: The City agrees to assign employees to a regular start time (eight (8) continuous hours/ forty (40) hour work-week exclusive of meal period) or at the City's option, ten (10) continuous hours/forty (40) hour work week exclusive of meal period or other alternate work schedules such as a 9/80 schedule where employees are scheduled to work four 9-hour days per work-week, with an

additional bi-weekly 8-hour day, exclusive of meal periods. The bi-weekly day off shall fall on either a Monday or a Friday. Employees assigned to this schedule will maintain a FLSA 7 day work-week as specified by the City. Minor variations of these alternate work schedules, including a 8.5/80 alternate work schedule with four 8.5 hour days, one 8 hour day one week and a 4 hour half day the other week exclusive of meal periods or a 44/36/80 where employees are scheduled to work four 11-hour days in one work-week and three 12-hour days in the other work-week, exclusive of meal periods, may also be implemented.

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

The City may change the start time at its discretion, provided it does not conflict with other provisions of this Section. Except in case of emergency, the City agrees to give employees a minimum of three (3) working days advance notice of start time or work schedule changes.

Due to the variable nature of Convention Center work, Convention Center employees' start times may vary within a work week as long as such start times are announced in their weekly schedule assignment. The weekly schedule will be posted at least three working days prior to the start of the work week. Except in case of emergency, the City agrees to give employees a minimum of three (3) working days advance notice of start time or work schedule changes.

- C. Rest Period: Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work (five (5) hours for 4/10 schedules). Such rest period shall be scheduled in accordance with the requirements of the individual department but shall generally occur near the middle of each four (4) hour shift. Rest periods, if not taken, are lost and may not be accumulated to extend lunch hours or to shorten the workday. Neither shall any additional pay accrue to an employee who misses or loses a rest period.
- D. Meal Period: Employees will be allowed a meal period of not less than thirty (30) minutes, and not more than one (1) hour, scheduled approximately at the middle of a full work shift as determined by the supervisor. If operational necessity does not allow employees to be provided a meal period, they will have the choice of either receiving compensation for the missed meal period or being released early in an amount of time equal to the missed meal period.

To maintain service and efficiency the City, at its option, may establish a workday inclusive of a meal period for any work classification under this Memorandum of Understanding. Employees shall be considered as "on-call" during their scheduled meal periods and shall remain on the work site.

Section 2: Overtime and Comp Time

- A. Authorization: Supervisors approval to work overtime must be obtained prior to working additional hours.
- B. Definition: Overtime shall be defined as time worked in excess of forty (40) hours in a seven (7) day work period. The City's standard established seven (7) day work period is Saturday through Friday. Employees on a modified work schedule will maintain a FLSA 7 day workweek as specified by the City. Paid time off, excluding sick leave, shall be considered as time worked for overtime calculation purposes.
- C. Compensation: Overtime shall be compensated at either one and one-half (1-1/2) of the employees' regular rate of pay or upon the request of the employee, one and one-half (1-1/2) hours of compensatory time for each overtime hour worked. The maximum compensatory accrual shall be ninety-eight (98) hours. Any time worked in excess of the ninety-eight (98) hour cap shall be compensated in cash.
- D. Employees may annually request to sell back all comp time hours above 40 in whole hour increments in the pay period including November 1 of each year. It is the employee's responsibility to initiate the request in the manner prescribed by the City.
- E. Separation of Employment: When an employee leaves the City (for either voluntary or involuntary reasons), the City will "buy-out" or compensate the employee for comp time accrued at the employee's current rate of pay.
- F. Special grant of compensatory time: All Union employees shall receive, in January of each year, an automatic credit of eight (8) hours of compensatory time off.
- G. Payment of accrued compensatory time upon promotion: When an employee promotes from non-exempt to exempt FLSA status, any accrued comp time will be paid off at the employee's last non-exempt status pay rate.

Section 3: On-Call/Standby and Call-Back

- A. Definitions and procedures for on-call, standby, and call-back shall be pursuant to City of Visalia Personnel Policy #205, except that all call back time shall be paid at time and one-half the regular rate of pay.
- B. Group M employees assigned to on-call duty shall be compensated at one quarter (25%) of their current pay rate. Further, employees shall not be eligible for on-call status and compensation on any day on which they use leave balances for a full shift.

Section 4: Out of Classification (Acting Pay)

Employees shall receive five (5%) percent out-of-class pay for performing the majority of their assigned duties at levels significantly above their current job classification for a period exceeding thirty (30) days.

ARTICLE 9: ALLOWANCES FOR WORK RELATED EXPENDITURES

Section 1: Uniforms and Uniform Allowances

- A. The City shall provide the necessary uniforms and safety equipment needed to perform the job. In lieu of the City providing boots, for those required to wear protective safety footwear, employees will be given an annual boot allowance of \$300 for boots and related accessories (laces, insoles, etc.) paid in the pay period that includes July 1st. Department Heads may authorize replacement if unusual, work-related damage occurs, outside of normal wear and tear.
- B. Effective fiscal year 2018/2019, Group M employees of the police department shall receive a uniform allowance of Eight Hundred (\$800) Dollars per year, prorated and paid bi-weekly as part of regular payroll for the maintenance of appropriate uniforms and equipment. A formal Class "A" dress uniform shall not be required for Group M employees employed under classifications contained within the Police Department. Affected members are responsible for cleaning, and replacing uniforms as necessary. Employees not required to wear a uniform will no longer receive the uniform allowance. Annually, the Chief of Police will determine which employee classifications will be required to wear a uniform. At the time of this Agreement, Group M employees working in the following areas are required to wear a uniform:
 - a. Dispatch
 - b. Records
 - c. CSO Personnel
 - d. Property and Evidence
 - e. Crime Lab
 - f. Duty Officer Personnel
 - g. Parking
 - h. Digital Evidence Technician

Section 2: Tools

- A. (Excluding Fleet Division Mechanics) All hand and power tools shall be provided by the City.
- B. Fleet Division Mechanics shall be provided an annual tool allowance, paid in arrears, of one thousand one hundred (\$1,100) Dollars to be paid in the pay period that includes July 1 of each year. If the employee works less than a full year, the allowance will be pro-rated. If the employee leaves City employment prior to July 1, he/she will receive the pro-rated allowance with his/her final paycheck.

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 or as required by the IRS to maintain an HSA qualifying High Deductible plan. All unit employees shall continue to contribute for Medical insurance in accordance with the current contribution rate schedule based on the selected plan and dependent coverage, taken.
- B. In addition to the Medical plan costs which are shared between the City and employees, the City currently pays the full cost for Dental, Vision, Group Life Insurance, and Employee Assistance Program benefits. The City reserves the right to make changes to these benefits each plan year after consultation with the EHBC.
- C. Group "M" members agree to share increases in future Medical plan costs over the current cost by up to 50%. (Example: If the Medical plan annual renewal rate increase is 6%, the City's portion is 3% and the employee portion is 3%). In no case, however, will the employee cost sharing be increased more than 5% of the prior year's total Medical plan cost. (Example: If the Medical plan annual renewal rate increase is 11%, the City's portion is 6% and the employee portion is 5%). Any decreases to the health plan costs shall be shared in a like manner.

PPO/EPO Medical Plans

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

High Deductible Medical Plan

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

- D. Group "M" agrees to participate in an Employee Health Benefits Committee (EHBC). The purpose of the EHBC is to cooperatively manage the City's Medical Benefits Plan by providing oversight on the plan's resources, remain fiscally sound, provide the best benefits available to employees given available resources, improve administration of the plan, and make appropriate recommendations for change as researched and considered by the Committee.

The EHBC is made up of all bargaining groups and City management. The EHBC does not replace collective bargaining agreements. Employee representatives are only empowered to act to the extent authorized by their respective agreements.

- E. Increases in Medical plan costs may be offset via changes in the Medical plan benefits as confirmed by the plan's actuary, if agreed to by 4 of the 6 units (5 bargaining groups plus city management). In the event that approved plan changes exceed the employee cost increases, 75% of excess plan savings costs will be credited to the employees' contribution for Medical health plan cost increases in the plan year in which the changes take effect.
- F. In the event total Medical plan cost (annual renewal rate) increases in any one year exceed 10% of the prior year's total Medical care cost, the EHBC will be given the opportunity to make changes in the Medical plan to realize a maximum 10% overall increase (5% City and 5% employee). If agreement cannot be reached by the EHBC on cost saving changes by July 31st for the upcoming plan year, the City has the ability to determine and implement Medical plan changes to attempt to reduce plan increases to no more than 10%. After making such changes, the formula outlined in Section C will be applied to determine premium rates for the upcoming plan year.
- G. The current spouse of a retiree of this group that survives said retiree will, upon the death of the retiree, be allowed to maintain the Medical and vision coverage then afforded to retirees in accordance with the current contribution rate schedule, so long as the spouse was covered at the time of the retiree's death. The surviving spouse shall not be allowed to add new dependents to the coverage.
- H. The City shall provide and maintain a Section 125 Flexible Spending Account (FSA) Program as defined by, and in compliance with, the Internal Revenue Code. Such plan shall allow Group M 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 and dependent health care contribution run through this program as a pre-tax benefit, unless the employee specifically opts out of the program.

To opt out of the program, an employee must notify the City in writing.

Section 2: California Public Employees Retirement System (PERS)

- A. The City shall maintain in effect the 3% @ 60 PERS Retirement Program for employees hired before May 11, 2008. Employees hired on or after May 11, 2008 and prior to May 21, 2011 will be covered under the 2.5% @ 55 PERS plan. Employees hired on or after May 21, 2011 and prior to January 1, 2013 will be

covered under the 2% @ 60 PERS plan. Employees hired on or after January 1, 2013 will be covered under the 2% @ 62 PERS plan. PERS defined classic employees may be covered under the 2% @ 60 plan.

- B. The City will maintain the optional in-service death benefit (Pre-retirement Optional Settlement 2 Death Benefit, Government Code section 21548) which provides the surviving spouse the same retirement benefit as if the employee had retired at the time of death. This benefit will be made effective as soon as operationally feasible and allowed by PERS.
- C. CalPERS classic employees will continue to contribute 100% of the full CalPERS member contribution, which is currently 7% or 8% depending on retirement formula. Employees who are defined as "new members" by CalPERS will be subject to all applicable PEPRA provisions and will contribute the full CalPERS member contribution at the rate established by CalPERS. In addition to the member contribution, Classic and new members pay 4% of the employer contribution as cost sharing under Government Code section 20516(f). In any fiscal year that the City's required employer contribution rate to PERS drops below 4%, Group M employees' obligation will be the employer's contribution rate for that fiscal year.

ARTICLE 11: PAID LEAVES

Section 1: Holidays

The following days shall be official City holidays for Group "M" Bargaining Unit Employees:

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

Regular part-time employees are allowed time off, with pay, for the above holidays on a prorated basis. Employees normally scheduled to work twenty (20) hours a week shall receive four (4) hours for each of the holidays listed above and those normally scheduled to work thirty (30) hours a week shall receive six (6) hours for each of the holidays listed above. Full-time employees shall receive eight (8) hours for each of the Holidays listed above.

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.

A. Floating Holiday:

Employees are eligible for one (1) floating holiday (eight (8) hours) per calendar year. Regular part-time employees are granted the floating holiday on a prorated basis. Those employees normally scheduled to work twenty (20) hours a week shall receive four (4) hours for the floating holiday and those normally scheduled to work thirty (30) hours a week shall receive six (6) hours for the floating holiday. The floating holiday may be taken at any time during the year, subject to the advance approval of the employee's supervisor.

The maximum number of floating holidays which may be accrued per calendar year is one (1) 8-hour day. Any unused floating holiday leave hours remaining will be automatically paid out at straight time in the pay period that includes December 10th.

Any regular employee hired after June 30, will be granted one-half floating holiday (four (4) hours) for the remainder of the calendar year. Any regular half-time (1/2) employee (normally scheduled to work twenty (20) hours a week) hired after June 30, will be granted two (2) hours floating holiday for the remainder of the calendar year. Any regular three-quarter (3/4) employee (normally scheduled to work thirty (30) hours a week) hired after June 30, will be granted three (3) hours floating holiday for the remainder of the calendar year.

B. Designated Holidays:

Regular employees are eligible for holidays immediately upon hire. An employee who works on a holiday shall be paid for regular hours worked and shall be compensated for the holiday.

Holiday pay eligibility shall further depend upon the employee working eight (8) regular hours on the workday preceding, and eight (8) regular hours on the workday following the holidays. The only exception to this rule shall be as approved by the supervisor if the employee is ill and has submitted a doctor's statement, or if the holiday falls during the employee's approved paid leave, or if the employee leaves work on the workday before the holiday because of an industrial accident.

Any employee whose regularly scheduled day off falls on a day designated as a holiday shall be entitled to an additional day off. The Department Head shall schedule this additional day off at the mutual convenience of the City and the employee. This additional day off should be scheduled as close as possible to the holiday as practical.

In lieu of holidays, Police Department shift personnel will receive four (4) hours of regular pay and four (4) hours of comp time in the pay period the holiday falls. Holiday pay will not be counted as work time for overtime purposes. In addition, said shift personnel will receive one (1) floating holiday in the pay period that includes January 1 of each year.

Section 2: Administrative Leave

Employees in Bargaining Group M, who are deemed by the City to be exempt from the overtime provisions of the FLSA, are eligible for Administrative Leave. Regular full-time exempt employees are granted fifty-six (56) hours of administrative leave each calendar year. Administrative leave will be accrued from the date of appointment to an exempt position. An employee who is hired in an exempt position after June 30 shall be granted twenty-eight (28) hours of administrative leave for the remainder of the calendar year.

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

ARTICLE 12: VACATION

Group "M" Employees receive vacation benefits consistent with the provisions of City of Visalia Personnel Policy #304, summarized below, subject to the provision herein:

Section 1: Accrued Hours

<u>Months</u>	<u>Continuous Service Length of Service</u>	<u>Annual Vacation</u>	<u>Hours Accrued Per Pay Period</u>
0-12	0-1 year of service	80 hours per year (10 8-hour days)	3.08
13-36	2-3 years of service	88 hours per year (11 8-hour days)	3.38
37-96	4-8 years of service	112 hours per year (14 8-hour days)	4.31
97-180	9-15 years of service	136 hours per year (17 8-hour days)	5.23
180 +	16+ years of service	160 hours per year (20 8-hour days)	6.15

Regular part-time employees normally scheduled to work 20 hours a week accrue vacation at one-half (1/2) the rate listed above.

Regular part-time employees normally scheduled to work 30 hours a week accrue vacation at three-fourths (3/4) the rate listed above.

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

- A. The times during the calendar year at which an employee shall take his/her vacation shall be determined by each Department Head respectively with due regard for the wishes of the employee and particular regard for the needs of his/her department. Once approved by the department, an employee's vacation time will not be canceled in favor of a more senior employee.

When appropriate, departments/divisions with more than ten (10) employees may establish an annual sign-up for vacation at the beginning of the year. Employees in those departments/divisions shall be notified of their vacation approval/disapproval within ten (10) working days after the close of the vacation sign-up period, or other vacation request. In the event that two or more employees' vacation requests are in conflict, the employee with seniority will be granted preference provided that the requests are received prior to the close of the vacation sign up.

- B. Vacation leave may be taken at two or more times, unless, for the convenience of the City, the department determines that it shall be taken in one continuous period.
- C. If an employee accumulates a vacation balance equivalent to two times their annual accrual, no additional vacation leave shall be accrued until such time as the balance falls below that cap.
- D. Employees shall be allowed to use vacation leave for a serious health condition after sick leave is exhausted. The provisions of the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) also apply.
- E. Simultaneous vacation requests will normally be resolved in favor of the more senior employees.
- F. Employees must be employed for at least six (6) months in order to be eligible for the vacation leave benefit.

ARTICLE 13: SICK LEAVE

Section 1: Sick Leave

- A. Group "M" 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. Accrued sick leave hours may be used for personal or immediate family illness or emergencies as defined in the Sick Leave policy. This time is accrued at the rate of 3.692 hours per pay period. Regular part-time employees accrue

sick leave on a pro-rated basis. Employees working twenty (20) hours per week receive one-half (.50) of this accrual. Employees working thirty (30) hours per week receive three-fourth (.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 accruals will be credited at the start of the following pay period.

- 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. An employee who is ill for more than ninety (90) days and has exhausted sick leave benefits may be eligible for Long Term Disability (LTD). Employees must contact Risk Management in order to apply for LTD.
- G. Employees who return to work after a non-work related medical disability leave, if the leave is of reasonable length (reasonable is considered not to exceed four (4) months) will be returned to their former positions or to a position substantially equivalent in responsibility, pay and benefits, subject to the availability of a vacant position for which the employee is qualified.
- H. All employee benefits will continue during sick leave under the same terms and conditions as if the employee were at work provided the employee has time in his/her sick leave bank.
- I. Effective May 30, 2015, unit employees pay for their own coverage under the City's Long Term Disability (LTD) Insurance Program. The LTD premium previously paid by the City was converted to base salary. Employees are responsible for 100% of any future increases.

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), City of Visalia Personnel Policy #316.

ARTICLE 14: LAYOFF POLICY

- A. Purpose

1. It is recognized that when it is necessary to reduce City employment due to fiscal constraints, reductions in revenue, reorganization, a reduction in municipal services, or a reduction in the demand for service, such action and its implementation, except as qualified herein, shall be at the sole discretion of the City.
2. The purpose of this Article is to establish the regulations pertaining to lay-off and seniority and establish procedures involved in the application of this Article.
3. Employees affected by the outsourcing of City services and/or programs shall be considered as laid-off and subject to the terms and conditions of this Article if the City is unable to arrange employment with the outsourcing contractor
4. When it is deemed necessary to reduce City employment by layoff of employees, the layoff procedure shall protect the right of the City to retain qualified employees, while recognizing the seniority of affected employees as outlined below.
5. Such lay-offs shall occur by classification within the department. The department head, with approval of the City Manager, shall determine the classification, number of positions to be affected within a department, the lay-off date, and shall notify the Human Resources Manager and the Union in writing at the earliest possible date.

B. Policy

This Article and the procedures outlined herein apply to all employees in employee bargaining unit Group M (Northern California Carpenters Regional Council) whose positions may be eliminated as outlined above.

C. Definitions

1. Lay-off
 - a) An action caused by a reduction of authorized, budgeted positions wherein an employee is laid-off from the work force. The term "Lay-off" shall include removal from city employment or reassignment to a former or other class pursuant to this Article.
2. Classification
 - a) The job title and job description are the City's official description of the representative duties, responsibilities and employment qualifications of a job.

- b) Classification means one or more regular positions grouped according to the duties and responsibilities assigned to a specific job title.
- c) A classification series consists of a grouping of two or more job classes performing similar work, but at different levels of responsibility, difficulty and pay (i.e. Worker, Senior Worker, Lead Worker).

3. Seniority

- a) Seniority for the limited purposes of this article shall mean the time an employee was first granted permanent status in the current classification, subject to the following:
 - 1. Credit shall be given only for continuous service with the City of Visalia in all regular classifications served.
 - 2. Continuous unbroken time worked includes time during which the employee was absent with pay. Approved leaves of absence without pay maintain the continuity of employment, but the duration of the leave shall be deducted from the total continuous time period except as provided by State and/or Federal law.
 - 3. In cases where there are two or more employees in the classification from which the lay-off is to be made who have the same seniority date, such employees shall be laid off on the basis of the last evaluation rating in the classification in which they are currently employed. In such cases, the employee(s) within the lower evaluation rating will be laid off first.
 - 4. For bumping purposes only, seniority shall be calculated by adding service time in all higher classification(s) (or all time in a class series if bumping within the series) to service time in the classification to which the employee is attempting to bump.

4. Bumping Rights

- a) Bumping rights or bumping shall mean the right of an employee, based upon the seniority as defined in Article 14, Sections C, 3, 4, to displace another employee ("bump" into another classification.)
 - 1. An employee shall be permitted to bump into any classification he/she previously held regular status in, provided that they have seniority over the person being bumped. Bumping shall also be permitted to lower level positions in the same classification series.
 - 2. No employee shall have the right to bump into a classification for which the employee does not possess the minimum qualifications

of the classification, such as specialized education, training, certifications, knowledge, skills and abilities.

3. An employee who is bumped shall have the same rights as provided herein and shall be considered laid-off for the purposes of this Article.

D. Scope and order of lay-off

Lay-off shall occur within a job classification and division in inverse order of seniority in the following order of employee status.

1. Contract
2. Hourly (Extra Help) – Temporary
3. Probationary
4. Regular employees. Part-time employee's service time shall be prorated for the purposes of computing seniority.

E. Notification

1. In the event the City should anticipate a lay-off of employees covered by this Article, the City will notify the Union of its intention prior to making any such layoffs.
2. The City, prior to any lay-offs or announcement of lay-off, shall meet and confer with the Union regarding the impact of the decision to lay-off. Nothing in this section relinquishes the City's right to lay-off employees. The City shall, upon request, explain the rationale/need for the layoffs.
3. Employees subject to lay-off shall be given at least thirty (30) working_days advance notice in writing. A lay-off notice shall include the following information:
 - a) Reason for lay-off
 - b) Effective date of the lay-off
 - c) The employee's calculated seniority date
 - d) Classes to which the employee may request displacement within the City.
 - e) A copy of this Article 14, the Lay-off and Seniority article of this Memorandum of Understanding.
4. An employee who has bumping rights shall notify the Human Resources Manager within ten (10) working days after notice of layoff of his/her intention to exercise bumping rights.

F. Reemployment

1. Employees who are laid off shall have their names placed on a reemployment eligibility list for their current classification or a classification they previously

held which shall be maintained by the City as long as any employee is in laid-off status.

2. Reemployment Eligible List: The reemployment eligible list shall consist of the names of employees and former employees having probationary or regular status who have been laid off or whose positions have been reallocated as a result of reclassification. The affected employees shall be placed on the reemployment eligible list. Such lists shall take precedence over all eligible lists. Reemployment eligible lists shall be established and maintained for a period of two (2) years from the date of separation or demotion.
3. The Human Resources Manager shall make every effort to place an employee who has been laid off in a vacant position for which he/she is qualified during the life of the reemployment list.
4. An employee whose name is active on the reemployment list and had been employed with the City, for at least three consecutive months prior to lay-off, shall be eligible to apply for any promotional recruitment.

G. Voluntary Demotion in lieu of lay-off

1. An employee scheduled to be laid off may voluntarily demote to a vacant lower class, provided the employee possesses the minimum qualifications for the lower position, as determined by the Human Resources Manager.
2. Employees may also demote to any previously held vacant position, wherein their performance in that position has been documented to be satisfactory.
3. To be considered for voluntary demotion in lieu of lay-off, an employee must notify the Human Resources Manager in writing of this election no later than ten (10) calendar days after receiving notice of layoff.

H. Appeal

Appeal of decisions made under this policy may be made through Article 17, Grievance Procedure of this Memorandum of Understanding.

ARTICLE 15: STEWARDS

- A. The Union agrees to notify the City of the identity of its Stewards. One Steward shall be allowed in each department. If the department consists of more than one physical work location, a Steward shall be allowed in each separate physical work location. If more than twenty-five (25) employees in the same department are assigned to one physical work location, one Steward shall be allowed for each twenty-five (25) employees. The Union may request additional Stewards

where departmental circumstances warrant such action. Alternate Stewards may be designated to serve in the absence of the Steward.

- B. An employee and/or his/her "union steward" representatives may, when and to the extent necessary, take official City time without loss of compensation in order to participate in the investigation and processing of a grievance as provided for in Article 17, upon notification and approval of the Human Resources Manager or his/her designee.
- C. The employee's supervisor will approve the employee and/or union steward taking official City time to investigate and process a grievance when and to the extent necessary and only if it will in no event adversely affect the operational, security or safety requirements of the City. Occasional brief phone calls will not require prior approval.
- D. It is understood that the employee and/or union steward shall make every reasonable effort to perform any of the above activities during off-duty time.
- E. The Union shall reasonably distribute workload among stewards so as to avoid excessive time-off for any one individual(s).
- F. On or about the first day new employees start employment, at a time that does not disrupt operations as determined by management, one shop steward, who is working at or near the worksite, may meet with new employees at the worksite at a location preapproved by management for no more than 30 minutes to provide information about union membership. This process will continue until either party determines it is not meeting its interests, at which time, this process will immediately cease, and the parties will meet and discuss modifications.

ARTICLE 16: PERSONNEL PRACTICES

Section 1: Probationary Period

The probationary period for Assistant Communication Operators and Communication Operators is eighteen (18) months. The probationary period for all other Group M members is twelve (12) months. Employees are subject to the provisions of Policy #110 of the City of Visalia Personnel Policy Guidelines.

Section 2: Performance Evaluation

If performance evaluations are not completed within 60 calendar days of their due date, the appropriate merit raise (or step) shall be considered to be automatically granted. The merit increase will be granted retroactive to the due date.

Section 3: Safety Reporting Procedure

When an employee has reason to believe a work assignment is in an unsafe work area or involves unsafe equipment, the employee shall report the problem to the immediate supervisor. The supervisor shall, as soon as is reasonably possible, inspect the area and/or equipment. Should the supervisor, after such inspection, order the employee to work, the employee shall do so unless the employee believes, within reason, the work environment to be unsafe. In such instance, the employee may request the department head or assistant department head to inspect the work area. The employee will be assigned other work until the inspection is made. The decision of the department head is final. Nothing herein shall be deemed to waive the employee's rights under CAL-OSHA.

Section 4: Drug Free Work Place

The City and Union 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 5: Jury Duty

The employee will receive his/her base pay for any and all working days of jury service. The City will continue the employee's regular paycheck. The employee will waive any monies awarded by the court system for serving on a jury directly through the appropriate court system, but will be eligible to receive any mileage reimbursement paid by the courts. The employee will supply documentation of jury time served to their supervisor.

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

A. Procedure:

1. The employee shall present his/her supervisor, the subpoena or other document which gives instructions to report for jury empanelment upon receipt.
2. Upon selection for jury duty, the employee shall notify his/her supervisor verbally, and advise him/her of the estimated length of the trial.

3. Upon reporting for jury duty, the employee shall notify the court that he/she wishes to waive any monies or stipend awarded by the court system for his/her jury service. However, the employee will be eligible to claim and receive the mileage reimbursement provided by the court system.
4. The employee shall report for jury duty each day as instructed by the court. At times the employee may be released from jury service during normal working hours; when this is the case, the employee shall be required to be at work, when practical.
5. The employee's supervisor may require an attendance slip verifying his/her actual days of jury service. If an attendance slip is required, it should be attached to the employee's time card to complete that record.

Section 6: Required Driver's Licenses – Class A & B

The City will reimburse costs incurred in the maintenance and/or renewal of Class A or Class B California Driver's Licenses for employees covered by this MOU, who are required to maintain such license as a condition of employment. Such reimbursement will be as follows:

- Medical evaluation every two years as required by the Department of Motor Vehicles
- Renewal Fee – the difference between the renewal fee for a Class A/B driver's license and a Class C driver's license. The only exception will be for any costs incurred as a result of the employee allowing his/her license to lapse and/or not following through with the required medical evaluation process in a timely manner.

Section 7: Labor Management Cooperation Committee

Upon ratification of the Memorandum of Understanding, a joint Labor-Management Committee will be formed, consisting of an equal number of representatives, with no more than three (3) representatives each from the Union and the City. This committee's focus and purpose will be to promote harmonious Labor-Management relations through on-going communications and to advance the proficiency and effectiveness of both the workforce and the City organization.

Section 8: Personnel Files

An employee or his/her designated employee representative, with the written consent of the employee, shall be entitled to review his/her official personnel file maintained by Human Resources upon request. No such material shall be filed in the employee's official City personnel file until the employee has had the opportunity to acknowledge receipt of such material. If the employee chooses to respond in writing to any document placed in his/her personnel file, the employee's response will be attached to that document and filed in his/her personnel file.

Supervisors, Managers, and/or Department Heads may keep working files on their assigned employees and these files are for the exclusive use of the above mentioned persons. This department working file should be purged on an annual basis provided there is no on-going performance issue or problem requiring documentation.

Human Resources will develop supervisor guidelines for working files which require annual purging of information older than one (1) year that is not part of an ongoing discipline matter. Human Resources will periodically review with supervisors their files to encourage compliance and good personnel practices.

Section 9: Administrative Hearing Procedure

The following language amends City of Visalia Discipline Policy #116, Section VIII, bulleted items 3 and 4. All other portions of Discipline Policy 116 shall remain in effect as written:

- The Hearing shall be set for the earliest mutually agreeable date, which shall not be less than ten (10) calendar days or more than sixty (60) calendar days from the date the request for appeal was received. These timeframes are firm, and the parties are expected to regard these dates as dates certain. In the event a hearing date is not agreed upon within ten (10) calendar days from the date the request for appeal was received, the City shall unilaterally schedule the hearing date within the next sixty (60) calendar days.
- The parties shall mutually select the Hearing Officer from the Mediator Referral List posted on the Tulare County Superior Court website. Starting with the employee's side, each party shall strike the name of one Hearing Officer. The Hearing Officer remaining after the striking process will be deemed the selected Hearing Officer. If the Hearing Officer mutually selected by the parties to hear the appeal is not available to conduct the Hearing within the time period specified, the parties shall select another Hearing Officer using the same process or upon mutual agreement. The parties shall have 5 working days to start to strike names. If the employee fails to timely engage in the striking process, they will be considered to have waived their right to strike names and the City shall appoint a Hearing Officer from the list who is able to conduct the hearing within sixty (60) calendar days.

ARTICLE 17: GRIEVANCE PROCEDURE

Section 1: 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:

- 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 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 Policy (Discipline), Policy 117 Grievance Policy or Policy 120 Sexual Harassment may be addressed to the Human Resources Manager.

Section 2: Coverage

Any regular full-time or regular part-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 conjunction with the provision of this Grievance Policy.

A newly hired probationary employee may not file a grievance under this Section, except that a probationary employee who feels personally adversely affected by the application of probationary rules and/or policies to him or herself, can grieve that application of probationary rules and/or policies to himself or herself.

Section 3: 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's 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.

D. Representative

A grievant may be represented by the Union or other representative of their choosing commencing at the formal level of the grievance procedure.

E. Working Days

For purposes of this Article, working days are defined as Monday through Friday, excluding City observed holidays.

Section 4: Procedure

A. 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) working 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, on the form provided, to the Immediate Supervisor within ten (10) working days of the date of the informal conference.

The Grievance should clearly state:

- a) The facts of the Grievance;
- b) The basis for the Grievant's objection; and,
- c) The remedy desired.

The supervisor shall communicate a decision in writing to the Grievant within ten (10) working days from the date the Grievance is received. 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) working 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) working 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.

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 seven (7) working 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. Either party may request the Mediator's informal opinion as to how an Arbitrator might rule on the issue. 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) working 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 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 beyond.

ARTICLE 19: PEACEFUL PERFORMANCE CLAUSE

The parties to this Memorandum of Understanding 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 Memorandum of Understanding, whether by the Union or by any member of the bargaining unit, the Union 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 served upon the City. In the event of any work stoppage the Union promptly and in good faith performs the obligations of this paragraph, and providing the Union had not otherwise authorized, permitted or encouraged such work stoppage, the Union 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, against any such employee.

ARTICLE 20: 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 21: 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 be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 22: TERM OF CONTRACT


This Memorandum of Understanding shall be for three (3) years commencing on July 1, 2024 through June 30, 2027. The terms in this Memorandum of Understanding will be effective as of the approval date of this MOU by the Visalia City Council and will not be retroactive. 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

FOR THE UNION

NORTHERN CALIFORNIA
CARPENTERS REGIONAL
COUNCIL


By: 
Leslie Caviglia, City Manager

By: 
Jay Bradshaw, Executive Officer
Nor Cal Carpenters Union

Dated: 6-06-24

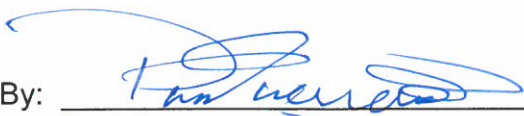
Dated: 6/10/24

By: 
Diane Davis, Human Resources Mgr

By: 
Chris Pedroza, Executive Director
Carpenters 46 Northern California
Counties Conference Board

Dated: 6/25/24

Dated: 6/10/2024

By: 
Paul Guerrero,
Field Representative
Carpenters Union Local 1109

Dated: 06/26/24

Attachment A

CITY OF VISALIA
JOB CLASSIFICATIONS

Group M – Misc. Employees (Carpenter's Union)
July 1, 2024

JOB TITLE OF CLASSIFICATION

Accounting Assistant
Accounting Technician
Administrative Assistant
Administrative Services Technician
Administrative Technician
Airport Maintenance Worker
Airport Operations Worker
Animal Care Worker
Animal Control Officer
Assistant Communications Operator
Building Inspector
Building Maintenance Technician
CAD Technician
Code Enforcement Officer
Code Enforcement Technician
Combined Building Inspector
Communications Operator
Community Outreach Coordinator
Community Service Officer
Computer Technician
Conservation Technician
Crime Analysis Technician
Digital Evidence Technician
Duty Officer
Engineering Technician
Equipment Mechanic
Equipment Mechanic Trainee
Events Coordinator
Facility Services Technician
Fire Prevention Inspector
Heavy Equipment Operator
Industrial Waste Inspector
Investigation Technician
Landscape and Irrigation Technician
Landscape Inspector

Lead Custodial Service Worker
Lead Equipment Mechanic
Lead Maintenance Service Worker
Lead Police Records Specialist
Lead Solid Waste Operator
Lead Street Maintenance Worker
Lead Wastewater Maintenance Technician
Lead Wastewater Treatment Plant Operator
Maintenance Electrician
Maintenance Mechanic
Maintenance Mechanic Assistant
Maintenance Service Worker
Mechanic/Welder
Office Assistant
Park Maintenance Technician
Park Maintenance Worker
Park Ranger
Parking Enforcement Officer
Payroll Specialist
Permit Technician
Plan Checker
Planning Technician
Police Officer Recruit
Police Records Specialist
Police Technician
Public Works Inspector
Revenue and Code Compliance Specialist
Sales Representative
Senior Accounting Assistant
Senior Administrative Assistant
Senior Airport Operations Worker
Senior Animal Control Officer
Senior Animal Care Worker
Senior Building Maintenance Technician
Senior Building Maintenance Worker
Senior CAD Technician
Senior Combined Building Inspector
Senior Communication Operator
Senior Engineering Technician
Senior Equipment Mechanic
Senior Fire Prevention Inspector
Senior Industrial Wastewater Inspector
Senior Maintenance Electrician
Senior Maintenance Mechanic
Senior Office Assistant
Senior Park Maintenance Technician
Senior Park Maintenance Worker

Senior Payroll Specialist
Senior Police Records Specialist
Senior Police Technician
Senior Public Works Inspector
Senior Street Maintenance Worker
Senior Traffic Safety Worker
Senior Traffic Signal Technician
Senior Wastewater Maintenance Worker
Senior Wastewater Treatment Plant Operator
Solid Waste Delivery and Maintenance Worker
Solid Waste Equipment Service Worker
Solid Waste Operator
Street Maintenance Worker
Traffic Engineering Specialist
Traffic Safety Worker
Traffic Signal Technician
Wastewater Maintenance Worker
Wastewater Treatment Plant Operator I
Wastewater Treatment Plant Operator II
Wastewater Treatment Plant Operator III
Wastewater Treatment Plant Operator Trainee