

**SIDE LETTER AGREEMENT #2
BETWEEN THE CITY OF VISALIA AND
VISALIA POLICE OFFICERS ASSOCIATION
(CITY OF VISALIA BARGAINING GROUP B)**

The City of Visalia (City) and the Visalia Police Officers Association (City of Visalia Bargaining Group B) agree to the following:

1. The Visalia Police Department implemented a hybrid 4/10 and 3/12.5 work schedule for patrol operations effective January 2023.
2. Under the hybrid model, there are 3 shifts (days, swings, graves) working the 4/10 schedule Monday through Thursday. A temporary schedule will begin June 13, 2026 and end October 3, 2026 with 3 shifts (days, swings, graves) working the 3/12.5 schedule Friday through Sunday. Beginning October 4, 2026 this will return to 2 shifts (days and nights) working the 3/12.5 schedule Friday through Sunday.
3. Per Section 207(k) of the FLSA and in accordance with City of Visalia Policy #203, the City has adopted a 28-day, 171-hour FLSA work period for sworn public safety employees, which remains in effect.
4. Within the 28-day FLSA work period, employees assigned to work the 3/12.5 hour shift are scheduled to work 85 hours in one 14-day City pay period and 75 hours in the following 14-day City pay period. Using a smoothing method, assuming employees work all of their scheduled shifts, employees are paid for 80 hours each pay period. Timesheets reflect actual hours worked.
5. Compensation of overtime is calculated according to requirements of the Fair Labor Standards Act.

MOU (contract) overtime is defined as the number of hours actually worked in excess of forty hours in the designated seven-day work week for employees assigned to work a 4/10 schedule.

MOU (contract) overtime is defined as the number of hours actually worked in excess of scheduled hours for employees on the 3/12.5 schedule in the 14-day pay period. (85 hours or 75 hours, depending on the regularly scheduled hours for the applicable pay period).

6. Every fourth pay period, employees on the 3/12.5 hour shift schedule may be scheduled to work 87.5 hours for training or coverage as needed. If all hours are actually worked during this pay period, the additional 2.5 hours worked are considered overtime hours.
7. Shift sign-ups are based on seniority and there is no mandatory shift rotation length.
8. The City reserves the right to revert to the 4/10 schedule if it is deemed to be in the best interests of the City and department. If the City determines in its sole discretion that it is in the City's best interest to revert back to the 4/10 schedule, this Side Letter Agreement immediately sunsets, and Group B waives its right to meet and confer on the decision to revert back to the 4/10 schedule and the impacts of reverting back to the 4/10 schedule.

The Side Letter of Agreement is executed on _____.

FOR THE CITY:

FOR VPOA:

Leslie Caviglia, City Manager

Thomas Higgins, Group B President