

CITY OF VISALIA'S PROPOSAL

City of Visalia and the Visalia Police Officer Association (Group B)
April 29, 2024

This proposal is in concept format; final language will be drafted as appropriate. References made to the current MOU are for reference purposes only. This proposal is a comprehensive package/proposal. The provisions contained herein are not separate proposals, but are part of a package, which must be accepted in its entirety or it shall be deemed rejected. Unless specifically indicated below, MOU language not changed in this comprehensive proposal shall remain unchanged; however, language that has sunset will be deleted. This proposal is not retroactive and is effective on a go-forward basis.

1. Term of contract: Three years.
2. Salary ranges for all unit classifications shall be increased as follows:
 - 6% effective the pay period that includes July 1, 2024 or the pay period following formal Council approval, whichever is 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 FY 25/26 is equal or greater than FY 22/23 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 in 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 increase that Group B receives for this current round of negotiations, the City will reopen negotiations to discuss base wages only.

The following items will be effective in the first pay period in July 2024:

3. Longevity pay based on years of service as a percentage of base wages as follows:
 - a. 2.5% at 5+ years
 - b. 2.5% at 10+ years
 - c. 2.5% at 15+ years
 - d. 2.5% at 20+ years

Lateral officers prior full-time law enforcement officer experience may be counted toward years of service in determining longevity pay.

4. Convert method of specialty assignment pay for assignments outlined in MOU Article 6, Section 4 from flat amount to 2% of base wages per assignment, with a maximum number of two assignments compensated. *(If the sales tax trigger identified in item #2 is met, City agrees to reopen in year 3 of contract to discuss specialty pay amount)*

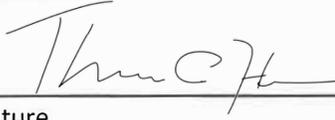
5. Association members assigned to the K-9 unit shall be paid 2% of base pay as premium pay. In recognition of the time spent in the care and maintenance of the assigned canine, members will be paid an additional one-hundred and forty-two (142) hours per year at their current hourly base rate, paid bi-weekly as part of regular payroll. Members shall be paid an additional 15 minutes per day at their current base rate when assigned by the Police Chief or designee to house multiple canines at the member's residence and only for newly purchased canines, coverage of handler long-term leave of absence, and/or transition between handlers. The City and the Association agree that they have considered the relevant facts and investigated the amount of actual hours worked in caring for a canine, and that the hours noted above are a reasonable number of hours for canine care.
6. Members assigned to the Traffic Bureau will receive premium pay of 2%. In recognition of the time spent maintaining their Department-issued motorcycle, they will be compensated an additional 2% of base wages. The City and the Association agree that they have considered the relevant facts and investigated the number of actual hours worked in maintaining their department-issued motorcycle, and the compensation reflects this.
7. Increase bilingual pay to \$1,300 annually, paid on a bi-weekly basis.
8. The Traffic Bureau will be eligible for participation in the on-call rotation. (MOU Article 7, Section 3, Paragraph E).
9. Lateral officers will not be subject to the waiting period for vacation and sick leave and will be eligible to immediately use their leave banks upon accrual.
10. All Group B members (probationary and regular) who are Active military service members attending required military training, deployment etc. will be compensated the difference between their City salary and military pay for the time required to serve.
11. Delete MOU Article 6, Section 2, Paragraph B in its entirety. The 10% limit to maximum salary increases per fiscal year is eliminated.
12. Modify discipline policy provisions related to Administrative Hearing Procedure. City Policy #116, Section VII, Paragraphs 3 and 4 will be replaced with:
 3. 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.
 4. 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.



For Employee Organization:

Thomas Higgins

Print Name



Signature

5-2-24

Date

For City of Visalia:

Shelline Bennett

Print Name



Signature

5-2-24

Date