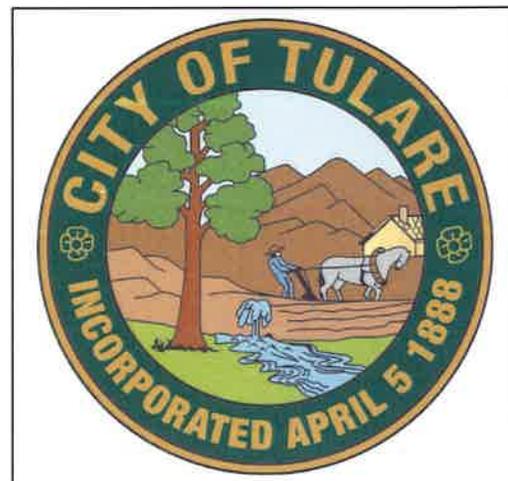


ORIGINAL

**MEMORANDUM
OF
UNDERSTANDING**

**By and Between the
City of Tulare and the
Police Officers Union**

July 1, 2018 through June 30, 2022



MEMORANDUM OF UNDERSTANDING

**July 1, 2018 through June 30, 2022
A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE CITY OF TULARE AND
THE TULARE POLICE OFFICERS UNION**

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MEMORANDUM OF UNDERSTANDING

July 1, 2018 through June 30, 2022

A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF TULARE AND THE TULARE POLICE OFFICERS UNION

I. RECOGNITION

The City acknowledges the Tulare Police Officers Union as the recognized employee organization representing the sworn non-management employees in the Tulare Police Department (Police Officer and Police Corporal Classifications.)

II. PURPOSE

It is the purpose of this Memorandum of Understanding, entered into pursuant to the Meyers-Milias-Brown Act of the California Government Code, Sections 3500 Through 3510, to promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered herein, to provide for an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum and to set forth the understandings of the parties reached as a result of good faith bargaining. The articles and provisions contained herein constitute a bilateral and binding Agreement by and between the City of Tulare and the Tulare Police Officers Union, upon ratification of the Tulare City Council

III. NON-DISCRIMINATION

The City agrees to act pursuant to section 3502 of the Government Code relative to employee rights to representation. No employee shall be intimidated, coerced, restrained or unlawfully discriminated against because of the exercise of these rights. The provisions of the Memorandum shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, national origin, religion, sex, disability, age, citizenship status, genetic information, marital status, sexual orientation and identity, medical condition, political affiliation, or, military or veteran status.

IV. MAINTENANCE OF BENEFITS

The City and the Tulare Police Officers Union agree to meet and confer on any proposed changes to Title I, Chapter 14, Sections 1-13 of the City Code of Tulare, California and Resolution No 2537, Rules and Regulations for the Administration of the City of Tulare Merit Personnel System which may have a direct impact on employees represented by the Police Officers Union within thirty (30) days upon written request of either party throughout the term of this Memorandum of Understanding.

V. CITY AUTHORITY

The City shall retain all legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include, among others: The exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct 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 of which governmental operations are to be concluded; 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. The Union and its members, officers and representatives agree that they will not cause or condone any strike, slow down, or sick out during the term of this Agreement.

VI. EMPLOYEE RIGHT TO REPRESENTATION

Any regular employee has the right to representation by a person of his/her choice at a proposed disciplinary proceeding and at meetings that may have a negative impact on the employee's employment relationship with the City of Tulare. If such a meeting is set, the employee shall be notified of same and of their rights under this section.

VII. AVAILABILITY OF RULES AND REGULATIONS

It shall continue to be the policy of the City to provide at least one current copy of Resolution No. 2537 (Rules and Regulations for the Administration of the City of Tulare Merit Personnel System) at each departmental or divisional office. A copy of said document shall be available and may be loaned to any employee who so requests. In addition, this document is available on the City's Intranet and Internet. At these same locations, the City shall post information regarding job openings.

VIII. WORK ACCESS AND EMPLOYEE INFORMATION

The Union may have access to work locations for the posting of employee information, investigation of employee grievances, for representation of employees at grievance and disciplinary hearings and during non-work times for discussions with employees of issues and events when approved by the Human Resources Director. A reasonable number of locations for posting employee information shall be made available by the City. Copies of materials to be posted shall be sent to the Human Resources Director.

IX. NOTICE OF CHANGE OF WORK RULES

Except in cases of emergency when the City determines that it must act immediately, the City shall give the Union reasonable notice of any ordinance, rule, resolution or regulation affecting the Union or represented employees and directly relating to matters within the scope of representation proposed to be adopted by the City Council.

X. SALARY

Police Officers assigned traffic duties in the Traffic Division shall receive a five (5%) per cent salary differential. Said salary differential shall commence upon assignment and shall terminate when the individual is no longer assigned traffic duties in the Traffic Division.

The parties agree to use the cities of Hanford, Porterville, Visalia, Tracy, Madera, Manteca, Turlock, and Merced for total compensation comparisons. It is further agreed to use the same categories which were surveyed in the 1995 compensation study.

XI. SEVERABILITY

If any provision of this agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Memorandum or the application of such provision to persons or circumstances other than those as to which is held invalid shall not be affected thereby and both parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

XII. RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations.

XIII. PROVISION REGARDING AMERICANS WITH DISABILITIES ACT

Because the American with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City of Tulare to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Tulare Police Officers Union recognizes that the City of Tulare has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Tulare Police Officers Union will be notified of these proposed accommodations prior to implementation by the City of Tulare.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

XIV. TERM

The provisions of the Memorandum of Understanding shall continue through and include June 30, 2022. The parties agree to reopen the meet and confer process for further discussion on or after March 1, 2022.

XV. COMPENSATION AND HOURS

A. APPLICATION OF SALARY RANGES AND RATES

PROMOTION

Any employee receiving a promotion shall start at the first step of the salary range of the class to which he/she is promoted and be eligible for merit increases as elsewhere provided, unless his/her present salary is equal to or exceeds the first step of the class to which he/she is promoted. In that event, the employee shall be assigned to the step in the salary range to which he/she is promoted that is the equivalent of approximately a five percent (5%) and not to be less than four percent (4%) increase in salary for sworn police officers.

II. STANDARD WORK PERIODS

The standard work period for sworn police officers shall be as follows:

The standard work schedule for sworn Police Officers and Police Corporals in patrol (excluding traffic) shall be a 4/12-3/12, comprised of four (4) twelve hour shifts on consecutive days in one work week, and three (3) twelve (12) hour shifts on consecutive days in the next work week. Police Officers and Police Corporals in five (5) day, eight (8) hour per day shift schedules shall continue to work eighty-six (86) hours within a consecutive fourteen (14) day period.

III. EXCEPTIONS TO STANDARD WORK PERIODS

The City Manager is hereby authorized to designate other work periods to other employees when, in his opinion, the best interests of the city may be served by such adjustment of standard work periods and hours. The procedure for making adjustments in the standard work period in hours shall be consistent with provisions of Section 3504.5 of the Government Code.

IV. COMPUTATION OF SALARY

Salaries for all authorized city positions are set forth in the City Compensation Plan. Conversion of monthly salaries to hourly rates shall be determined by dividing the monthly salary by 173.33 for non-shift employees and 186.33 for twelve (12) hour shift employees.

V. OVERTIME POLICY: DEFINITION

It is the policy of the City of Tulare that overtime work be kept to the minimum consistent with the protection of life, property and the efficient operation of the departments and activities of the city, and that overtime work be compensated with time off where practical. Overtime work shall be authorized only with the prior authorization of the department head, manager or supervisor. Overtime work for all eligible employees, except where otherwise provided in Article XV. F shall be defined as any time worked beyond forty (40) hours in a standard work week. The use of vacation, compensatory time, and holidays shall be included in the definition of time worked. In addition, sick leave for the use of bereavement time will count towards the overtime calculation. Those employees being ordered in for mandatory overtime to include having to be at or on standby for court, Swat team activities, and other events as directed by the Police Chief or his/her designee will be eligible to count sick leave towards time worked for those events.

VI. OVERTIME COMPENSATION: POLICE OFFICERS AND POLICE CORPORALS

1. General Provisions

Police Officers shall be paid overtime or receive compensatory time off for all time worked beyond eighty-six (86) hours within a fourteen (14) day duty period on a time and one-half basis.

- a. There shall be granted a minimum of two (2) hours overtime for employees called back to work after having been released.

- b. Court "stand-by" compensation shall be compensated at the rate of time and one-half for two (2) hours in the morning and two (2) hours in the afternoon. Court call-back compensation shall remain at two (2) hours at time and one-half whenever called.
- c. An Officer shall not be compensated for court stand-by and court call-back for the same morning or afternoon block of time.
- d. Off duty Police Officers required to attend monthly firearms qualifying sessions shall be granted one (1) hour overtime per month in lieu of any travel time and expenses related to these qualifying sessions as long as the firearms range is not in the Tulare area. Overtime shall be granted for sworn Police Officers required to be instructors of in-service training courses. One (1) hour of overtime shall be granted when a work shift is affected by the time change from daylight savings time to standard time. Payment for a full work shift shall be granted when time changes from standard time to daylight savings time.

2. Compensation for Position of Acting Sergeant or Lieutenant

When Police Officers/Corporals are required to serve in an acting position of Police Sergeant or Police Lieutenant for fourteen (14) consecutive days, the employee shall be compensated at an additional seven and one-half percent (7 ½%) pay or at the appropriate compensation for the position being filled, whichever is less, for the entire period worked.

3. Stand-by Compensation for Investigations

Officers assigned to the Investigations Division who are required to be on stand-by shall be compensated at the rate of two dollars and fifty cents (\$2.50) per hour above their normal hourly rate of compensation exclusive of any other provisions of the City of Tulare Personnel Rules and Regulations. Stand-by compensation for said officers shall not exceed one hundred twenty-six and three quarters (126.75) hours in any seven (7) day period. If an employee on stand-by is called back to work, only those hours for which the officer was on stand-by will be compensated at the stand-by rate. No more than one officer can be on stand-by at any given time.

4. Compensation Time Buy-Back

Employees may buy back up to forty (40) hours of unused accrued compensatory time per fiscal year beginning with the 2021-22 fiscal year.

VII. OVERTIME CONDITIONS: LOCAL PERIL OR DISASTER

In case of disaster, state of extreme emergency or local peril, the overtime procedures herein established shall not be in effect and compensation procedures will be determined at that time for such conditions.

VIII. DEDUCTIONS

Deductions from employees pay shall be made in accordance with prevailing laws, contracts and administrative rules and procedures established by the City Manager.

IX. PAID HOLIDAYS

1. Regular Holidays for Pay Purposes: Holidays for all officers and employees of the public offices of the City of Tulare shall be as follows:
 - January 1 (New Year's Day)
 - The third Monday in January (Martin Luther King, Jr. Birthday)
 - The third Monday in February (President's Day)
 - The last Monday in May (Memorial Day)
 - July 4 (Independence Day)
 - The first Monday in September (Labor Day)
 - November 11 (Veterans Day)
 - The fourth Thursday in November (Thanksgiving Day)
 - The day after Thanksgiving Day
 - December 25 (Christmas Day)
 - The employee's date of birth
 - Two days in lieu of September 9 (Admission Day) and the second Monday in October (Columbus Day), subject to the same rules and regulations as annual vacation leave and shall be credited to the employee as of July 1 for the current calendar year. Any new or reappointed employee whose appointment begins after July 1 of any year shall not be credited for the two in-lieu holidays until the following July 1. Any regular employee who is on a non-pay status July 1 shall be credited with the two in-lieu holidays immediately upon returning to a pay status.
 - Every day appointed by the President of the United States or the Governor of California for public fast, thanksgiving, mourning or holidays as determined by the City Manager.
2. If any of the foregoing holidays fall on Saturday, the preceding Friday shall be observed as a holiday. If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as a holiday. If any of the foregoing holidays fall on an employee's normal day off, except Saturday or Sunday, they shall be credited to vacation.

X. REGULAR HOLIDAYS FOR PAY PURPOSES

1. Sworn Police Shift Personnel

Sworn Police shift personnel shall receive twelve (12) days, (equaling ninety-six (96) hours) of annual vacation in lieu of holidays. In lieu of taking off six (6) of the twelve (12) days granted in lieu of holidays, each sworn Police shift personnel shall be paid for the six (6) days on the first paycheck in December.

2. Paid Days in Lieu of Holidays at Termination

Regular Sworn employees of the Police Departments leaving municipal service with accrued pay days in lieu of holidays who give at least two weeks of notice of their intention to terminate shall be paid the amount of accrued days in lieu of holidays to the day of termination. Payment for accrued days in lieu of holidays shall be at the employee's current rate of pay.

XI. COMPENSATION DURING ATTENDANCE OF A TRAINING COURSE DURING VACATION, HOLIDAYS, DAY OFF

City employees should feel free to attend training courses that are available during their vacation, holidays or days off if they so desire, however, compensation for attendance at training courses held during days off, weekends, vacations or holidays will be authorized only where employees have been directed by the department head to attend such on the following basis:

1. Holidays

Employees directed to attend training courses will be compensated as provided in Article XV J. above

2. Vacations

Employees directed to attend training course held during their vacation days will be allowed to reschedule their vacation days.

3. Days Off or Off Duty Shifts

Employees directed to attend training course on their days off or off duty shifts will be compensated as provided in Article XV F. Whenever an employee is out of the city for a number of days on a training course, such as one week seminars, etc., the regular working schedule has no relationship to working hours while in school or in seminars and no special compensation other than regular pay and attendance expenses will be authorized. Under unusual circumstances, deviation from the foregoing procedure may be warranted by department heads, however, only after receiving approval from the City Manager.

L. EDUCATION INCENTIVE: SWORN POLICE PERSONNEL

Upon ratification, (effective the next immediate pay period) all regular (non-probationary) employees shall be entitled to receive education/certificate pay in the amount set forth below. The maximum amount of education incentive pay that any employee shall be eligible is five percent (5%).

1. A payment of one and one-half percent (1.5%) of the Police Officer's monthly salary per month shall be granted with the completion of thirty (30) units of acceptable college credit (twenty (20) units in Police Science) and two (2) years of police service or an Intermediate POST Certificate.
2. A payment of two and one-half percent (2.5%) of the Police Officer's monthly salary per month shall be granted with the completion of sixty (60) units of acceptable college credit (twenty (20) units in Police Science) and three (3) years of police service or an Advance POST Certificate.
3. A payment of five percent (5.0%) of the Police Officer's monthly salary per month shall be granted for a Bachelor's Degree in Public Administration, Criminal Justice Administration,

Business Management or related field with twenty (20) units in Police Science and four (4) years of police service.

The employee must provide validated evidence of education completed to the Human Resources Director prior to the granting of respective education incentive payments.

M. TUITION REIMBURSEMENT

Regular city employees are eligible to receive tuition reimbursement for educational purposes which tend to improve their ability to accomplish their city jobs, such reimbursement shall be subject to administrative rules and procedures established by the Personnel Department. A maximum of two thousand five hundred dollars (\$2,500) per fiscal year per employee shall be reimbursed for tuition reimbursement.

N. BRIEFING TIME

1. Police employees required to attend pre-shift briefing sessions shall be compensated for that time at the employee's current rate of pay for a maximum of fifteen (15) minutes per shift, in accordance with Article XV. E, F, G.
2. Police employees on "light duty" status resulting from an injury sustained while on duty shall be compensated for pre-shift briefing sessions and will be compensated for that time at the employee's current rate of pay for a maximum of fifteen (15) minutes per shift.
3. Employees on "light duty" status resulting from an off-duty injury shall not be compensated for pre-shift briefing, unless warranted due to operational necessity and prior approval of the employee's supervisor. Operational necessity will be determined by, and at the discretion of, the Chief of Police or his/her designee.

O. SICK LEAVE COMPENSATION

1. Upon Retirement

An employee having a minimum of ten (10) years of regular service with the City of Tulare shall be allowed the option of cashing out up to thirty (30) days and then placing all other time into an "account" with the City of Tulare. Funds in the account shall be used to pay retiree health insurance premiums with the City of Tulare. Upon retirement the city shall enter into an agreement with the said retiree showing the balance in the account. While there is money remaining in the account the city shall send a statement to the retiree each July showing the account balance and interest earned on the account. Interest shall be calculated based on the average twelve (12) months (July through June) with the Local Agency Investment Fund (LAIF). Sick leave shall be converted from time into a monetary amount at the retiree's last hourly rate of pay. Any funds not used in the account due to the retiree deciding to not stay on city health insurance shall cancel out and have no cash value.

2. Employee's choosing not to elect city retiree health insurance can cash out up to sixty (60) days. Any balance not cashed out under either option shall be reported to PERS in equivalent days toward service credit.

P. COMPENSATION FOR FRACTIONS OF HOURS WORKED

Fractions of hours worked shall be compensated as follows:

- 0 - 7.5 minutes no payment
- 7.5 - 22.5 minutes .25 hour
- 22.5 - 37.5 minutes .50 hour
- 37.5 - 52.5 minutes .75 hour
- 52.5 - 60.0 minutes 1.00 hour

Q. INVESTIGATION ASSIGNMENT

Police Officers assigned investigative duties in the Investigations Division shall receive a five percent (5.0%) salary differential. Said salary differential shall commence upon assignment and shall terminate when the individual is no longer assigned investigative duties in the Investigations Division.

R. RETIREMENT COMPENSATION

1. All regular and regular part time employees are members of the Public Employees Retirement System. The employees and the city shall be subject to changes in the exact contributions and benefits, as determined by the system. The actual terms of retirement benefits for miscellaneous members and local safety members shall be determined by retirement system contracts.
2. Non-Management Sworn Police Personnel:
Classic members of the Union pay nine percent (9%) of the employee's contribution to the Public Employee's Retirement System (CalPERS). PEPRAs members of the Union shall pay fifty percent (50%) of the normal cost as determined by CalPERS for the 2.7% at 57 plan. Effective with first pay period in January 2018 (beginning on January 6, 2018) employees in the Union will begin picking up three percent (3%) of the City's share of CalPERS, for Classic and PEPRAs members.
3. The city of Tulare has contracted with PERS for optional benefits. The coverage key reflects the following changes:

	Optional Benefit	Police
8.1	1 year final comp	12-14-1991
8.3	Sick leave credit	12-14-1991
8.4	1959 Survivor	03-21-1975
8.5	Military Sr Credit 76	01-01-2002
8.21	2% @55 Ret formula	12-08-1984
8.22	Inc 59 Survivor	07-03-1980
8.40	2.5% @55 Ret formula	12-14-1991

8.48	4 th lvl 1959 surv benefit	07-01-2005
	3% @55 Ret formula	01-01-2002
	3% @50 Ret formula	01-01-2007
	3%@55 Ret formula (new employees hired on or after effective date) 3 year average compensation – on new hires	02-11-2012

S. BILINGUAL PAY

Sworn public safety personnel, in the Police Department shall receive an incentive bonus of two percent (2%) incentive bonus for certification as being bilingual in accordance with standards established by the Human Resources Director insuring that the said employee is competent and proficient in the language certified. A re-certification shall occur every three (3) years. An employee not passing the re-certification shall not continue to receive the incentive bonus.

T. UNIFORM ALLOWANCE

1. Sworn Employees of the Police Department

Sworn Police personnel required to wear uniforms in the performance of their duties shall receive a uniform allowance of one thousand one hundred dollars (\$1,100). New employees of the Police Department shall receive, upon initial employment, two (2) full sets of uniforms and two summer shirts and foul weather gear. Any new or reappointed employee whose appointment begins prior to January 1 of any year shall be granted the allotment for uniform maintenance. If appointed or reappointed after January 1, he/she shall be granted uniform allowance the following year.

2. Additional Uniforms and Uniform Allowance Procedures

Any additional uniforms needed shall be supplied at the employee's expense. The Human Resources Department shall establish such regulations and procedures needed for the administration of the uniform allowance procedure.

U. FLEXING WORK HOURS

Non-Minimum Staffing - Flexing of Hours: To accommodate the personal needs of members and to create the best working environment, given the context of a police department whose primary goal is service to the community, members assigned to non-minimum staffing units may request and be assigned flexible hours of work. Any overtime worked by members may be taken as flex time by the member subject to the following conditions:

1. The operational needs of non-minimum staff unit shall be the primary concern for a Supervisor when determining a request for flexing of hours.
2. A Supervisor may grant a member's request to flex hours up to one (1) hour before or after the standard shift hours.

3. All flex time shall be used by members during the same pay period in which it is accrued.
4. All accrued flex time that is not used by members during the pay period in which it is accrued shall be converted to Compensatory time off or received as overtime compensation, at the members' discretion.
5. In order to meet departmental operational and service needs, a Supervisor may terminate, at any time, a member's flexed schedule upon thirty (30) days written notice to the affected member. The decision to discontinue a flex hour schedule is not appealable or grievable.
6. Overtime worked past the scheduled end of a shift shall not be considered as a shift adjustment. An adjustment of hours prior to the shift shall be considered as an adjustment.

V. COMPENSATION INCREASES DURING THE TERM OF MOU

Increases to members of the bargaining unit shall be as follows:

- Two percent (2%) increase effective retroactive to the first full pay period of July 2018 (paid with the June 19, 2020 paycheck).
- Two percent (2%) increase effective retroactive to the first full pay period in July of 2019 (paid with the July 3, 2020 paycheck).
- Two and one-half (2.50%) increase effective the first full pay period in July of 2020 (paid on July 31, 2020).
- Three and one-half percent (3.50%) increase effective the first pay period in July of 2021.

XVI. ANNUAL VACATION LEAVE

A. PURPOSE OF ANNUAL VACATION LEAVE

The purpose of an annual vacation is to allow an employee time to both mentally and physically refresh himself/herself in order that he/she be better able to carry out the duties of his/her position. To achieve this goal, it is the intention of the city to have the employee schedule a vacation for periods of at least one week.

B. ELIGIBILITY FOR ANNUAL VACATION LEAVE

All regular and probationary (upon the completion of six (6) months of continuous service), shall be eligible for vacation leave. The amount of time available for an employee's vacation shall be accumulated through the month immediately preceding the month in which the employee's vacation falls.

C. ACCRUAL OF ANNUAL VACATION LEAVE

Vacation leave shall be accrued and credited monthly by all eligible employees who are on pay status for fifty percent (50%) or more of that month. Those employees eligible for vacation as defined in Section XVI (B) shall accrue vacation at the following rates:

- All employees with less than five (5) complete years of continuous service shall earn vacation leave at the rate of 6.67 hours per month or ten (10) working days per year. Upon the completion of six (6) continuous years of service, the employee shall earn one (1) additional working day of vacation; in the same manner, two (2) additional working days vacation shall be earned for the seventh year; three (3) for the eighth year; four for the ninth year; five (5) for the tenth year; for a maximum of fifteen (15) working days per year or ten (10) hours per month thereafter.

D. ACCUMULATION OF ANNUAL VACATION LEAVE

Employees may carry over a maximum accumulation of one year's annual vacation leave, for a maximum credit of two (2) years annual leave. If vacation is denied due to a city related emergency, such vacation may be carried over into the following year, if necessary.

E. SCHEDULING OF VACATION LEAVE

An employee's vacation shall be, as much as possible, scheduled for the employee's convenience, however, vacation shall be scheduled by department heads so as not to interfere seriously with or impair departmental efficiency.

F. HOLIDAYS WITHIN VACATION LEAVE

When a recognized city holiday falls within an employee's vacation for which he/she normally would have been excused from work, that day shall not be charged as a day of annual vacation.

G. ILLNESS WITHIN VACATION LEAVE

If an employee becomes ill or injured during his/her annual vacation leave which requires hospitalization or medical attention, those days for which proof of such hospitalization or medical attention is furnished shall not be charged as annual vacation but shall be charged as sick leave.

H. PAYMENT OF ANNUAL LEAVE UPON TERMINATION

Employees who terminate employment shall be paid for any accrued vacation. Payment for accrued vacation upon termination shall be at the employee's current hourly rate of pay.

I. VACATION IN LIEU OF HOLIDAYS FOR PUBLIC SAFETY EMPLOYEES

All sworn Police shift personnel shall be granted an additional twelve (12) days of annual vacation leave, to be added to their annual vacation, in lieu of holidays. In lieu of taking off six (6) days of the twelve (12) days granted in lieu of holidays, each sworn Police shift personnel shall be paid for the six (6) days on the first paycheck in December.

J. EFFECT OF EXTENDED MILITARY LEAVE

An employee who interrupts his/her service to the city because of an extended military commitment, shall be compensated for accrued vacation leave upon separation from service to the city.

XVII. SICK LEAVE

A. STATEMENT OF POLICY

Sick leave shall not be considered as a privilege which an employee may use at his/her own discretion, but shall be granted only upon the recommendation of the department head. Sick leave shall be allowed only in case of necessity and actual personal illness or disability, medical or dental treatment.

Sick leave shall be allowed to a maximum of six (6) days (forty-eight (48) hours) per year due to family illness in the immediate f (Family Sick Leave). Family Sick Leave may be used to actually care for or arrange for the care of family members who are ill and cannot care for themselves, or to take family members to routine medical or dental appointments. The City's definition of immediate family members (as outlined in California Labor Code, Chapter 245.5) is:

1. A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
3. A spouse.
4. A registered domestic partner.
5. A grandparent.
6. A grandchild.
7. A sibling.

B. ELIGIBILITY FOR SICK LEAVE

Regular, Regular Part Time and Probationary (upon completion of six (6) months of continuous service) shall be eligible for sick leave with pay.

C. ACCRUAL OF SICK LEAVE

Sick leave shall be accrued and credited monthly by all eligible employees who are on a pay status for fifty percent (50%) or more of that month. Those employees eligible for sick leave, as defined in Section XVII (B), shall accrue sick leave at the rate of eight (8) hours per month.

D. ACCUMULATION OF SICK LEAVE

There shall be no maximum on the amount of sick leave an employee may accumulate.

E. HOLIDAYS WITHIN SICK LEAVE

When a recognized city holiday falls within an employee's bonafide use of sick leave for which he/she normally would have been excused from work, that day shall not be charged as a day of sick leave.

F. ILLNESS WITHIN VACATION LEAVE

If an employee becomes ill during his/her annual vacation leave which requires hospitalization or medical attention, those days for which proof of such hospitalization or medical attention is furnished shall not be charged as annual vacation but shall be charged as a day of sick leave.

G. USAGE OF SICK LEAVE

Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave.

H. DEDUCTION OF SICK LEAVE

Sick leave shall be deducted at the rate of one (1) hour sick leave for each hour absent.

I. VERIFICATION OF SICK LEAVE USAGE

The city reserves the following rights with regard to control and verification of appropriate sick leave usage:

1. The city may require that any employee who uses more than two (2) consecutive days of sick leave to provide a physician's certification of the employee's illness.
2. The city may formally place an employee on "sick leave restriction" whereupon, for a period of time, the employee may subsequently be required to provide the city a physician's certification of illness for each incidence of sick leave usage, regardless of the amount of time off work. In determining whether or not to place an employee on "sick leave restriction", the city agrees to consider not only gross usage and so-called "patterns of usage", but also extended illness, major medical problems and incidents of family sick leave.

J. WORKERS COMPENSATION

- A. A Sworn employee of the Police Department who is entitled to the benefits of Labor Code Section 4850, who is absent from work by reason of an injury or illness covered by workers compensation, shall be allowed up to one year's leave of absence, as required by said section. The employee shall continue to receive his/her regular paycheck as long as he/she remains on pay status; provided, however, that such employee assigns to the city any and all workers compensation payments received by the employee.
2. An employee of the Police Department who is absent from work by reason of an injury or illness covered by workers compensation will continue to accrue sick leave, vacation and holiday benefits and consideration for normal salary increases as though he/she were not on leave of absence.

3. Whenever such disability of an employee continues for a period beyond one year, the leave of absence may continue until the expiration of his/her accrued sick leave, vacation and previously accrued compensatory time off for overtime and paid days in lieu of holidays, calculated to the nearest one-half day, with compensation at the employee's regular rate of pay.
4. When it appears the employee cannot return to work by the expiration of such allowances, disability retirement shall be requested by the city to become effective at the expiration of these allowance unless the employee applies for or consents to his/retirement as of an earlier date, at which time he/she may be compensated for his/her accrued benefits at his/her regular rate of pay.
5. No employee of the Police Department shall be paid any disability indemnity under workers compensation concurrently with wages or salary payments by the city amounting to more than his/her regular rate of pay at any time during his/her leave of absence.
6. No employee of the Police Department shall receive wage or salary payments from the city after a period of five (5) years from the date of injury for any one injury.
7. A member of this Unit who suffers an injury of illness in the course and scope of City employment shall be provided an opportunity to work in a "light duty: assignment provided that the employee's work restrictions, if any, can be reasonably accommodated, and that there is a light duty assignment available in the Tulare Police Department or elsewhere in the City of Tulare. Employees working in a light duty assignment shall receive their regular salary during the period of light duty.

K. DEPLETION OF SICK LEAVE, COMPENSATORY TIME AND VACATION BENEFITS

Upon depletion of accumulated sick leave, compensatory time and vacation for any injury or illness and upon the recommendation of the employee's department head, an employee may be placed on medical leave of absence without pay for a period not to exceed sixty (60) days. If the employee is unable to return to work at the end of this period, he/she must request further medical leave which shall be subject to approval of the City Manager. If further leave is granted, the employee must notify the city of his/her intent to return to work every thirty (30) days. If further leave is not granted, the employee's service with the city shall be considered terminated.

L. EMPLOYEE REHABILITATION

The city shall provide a rehabilitation program for industrially injured employees, pursuant to Section 139.5 of the California Labor Code. Employees unable to return to their previous position shall be interviewed for an available position, if said employee submits a timely application and meets the minimum qualifications for such position. The above procedures applies for eighteen (18) months. The employee's name shall be placed on a mailing list for the period designated above.

M. COMPENSATION FOR SICK LEAVE UPON TERMINATION

There is no cash value to sick leave other than what is listed under "sick leave compensation upon

retirement”.

N. COMPENSATION FOR SICK LEAVE UPON RETIREMENT

An employee having a minimum of ten (10) years of regular service with the City of Tulare shall be allowed the option of cashing out up to thirty (30) days and then placing all other time into an “account” with the City of Tulare. Funds in the account shall be used to pay retiree health insurance premiums with the City of Tulare. Upon retirement the city shall enter into an agreement with the said retiree showing the balance in the account. While there is money remaining in the account the city shall send a statement to the retiree each July showing the account balance and interest earned on the account. Interest shall be calculated based on the average twelve (12) months (July through June) with the Local Agency Investment Fund (LAIF). Sick leave shall be converted from time into a monetary amount at the retiree’s last hourly rate of pay. Any funds not used in the account due to the retiree deciding to not stay on city health insurance shall cancel out and have no cash value.

Employee’s choosing not to elect city retiree health insurance can cash out up to sixty (60) days. Any balance not cashed out under either option shall be reported to PERS in equivalent days toward service credit.

XVIII. OTHER LEAVES OF ABSENCE

A. SCHEDULING OF COMPENSATION TIMEOFF

Compensatory time off shall be approved if requested a minimum of five (5) days prior to the requested date. Any compensatory time-off requests received later than five (5) days prior to the requested date will be considered, but can be denied based on shift strength or other conflicts.

B. LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay may be granted in cases of emergency of where such absence would not be contrary to the best interests of the city. Such leave is not a right but a privilege. Employees on authorized leave of absence without pay may not extend such leave without the expressed approval of the City Manager. No vacation or sick leave benefits shall be used for illness occurring during such leave.

1. Approval of Department Head: Leave of absence without pay for one (1) week or less may be granted by the department head, depending on the merits of the individual case. Such leaves shall be reported to the Human Resources Director.
2. Approval of City Manager: Leave of absence without pay in excess of one (1) week's duration may be granted by the City Manager on the merits of the case, but such leave shall not exceed twelve (12) months' duration.

C. ABSENCE WITHOUT LEAVE

Absence without leave shall be considered to be without pay and reduction in the employee's pay shall be made accordingly. Absence without leave for more than three (3) consecutive days may result in termination of employment.

D. LEAVE OF ABSENCE: DEATH OUTSIDE THE IMMEDIATE FAMILY

Leave without pay may be granted a regular employee by his/her department head in the event of death to family members other than one of the immediate family, such leave to be granted in accordance with Section XVIII (B).

E. MATERNITY

Leave of absence for maternity will be covered under the provisions authorized in Section XVII (A) and (G). An employee may work until she has been advised by her doctor to cease working. The employee may continue on sick leave either until the doctor gives written permission to return to work or until benefits are exhausted.

F. EMPLOYEE'S TIME OFF TO VOTE

Time off with pay to vote at any general, special, direct primary or Presidential primary election shall be granted as provided in the State of California Elections Code, and notice that an employee desires such time off shall be given in accordance with the provisions of said code.

G. JURY DUTY: LEAVE OF ABSENCE

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the city all fees received for such duties, other than mileage or subsistence allowance, within thirty (30) days from the termination of his/her jury service.

H. SUBPOENAS: LEAVE OF ABSENCE

Regular employees who are subpoenaed to appear as witnesses in a court trial may be granted a leave of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the city within thirty (30) days from the termination of his/her service. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee.

I. LEAVE FOR ATTENDANCE AT INDUSTRIAL ACCIDENT COMMISSION HEARING OR RELATED PHYSICAL EXAMINATIONS

Employees who have been injured in the course and scope of their employment with the city and who are required, as a result of such injury, to be absent from duty to take physical examinations required by the city's workers compensation insurer or the Industrial Accident Commission shall be granted leave with pay for such absences only if the employee is in pay status at the time of the scheduled examination or hearing. Applications for such leaves of absence shall be filed in advance with the department head.

J. BEREAVEMENT LEAVE

The city shall allow an employee to be absent from work with pay for a maximum of three (3) days for a death which occurs within the State of California. If the death occurs outside the State of

California and an employee must travel outside the state, a maximum of five (5) days with pay shall be allowed. Bereavement leave is allowable in the case of a death of an immediate family member which for bereavement only shall be defined as a father, mother, step mother, step father, sister, brother, husband, wife, son, daughter, step child, father-in-law, mother-in-law, or any in-law or relative with whom you reside.

Employees shall be granted one (1) day from work for the death of a relative. A relative is a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. If additional time is required for any of the above, the employee with the Department Head approval may take sick days as needed in compliance with Section XVII (B) and (I). All other uses of bereavement leave i.e., aunt, uncle, niece, nephew etc. shall be vacation time or other leave banks other than sick leave.

K. EDUCATIONAL LEAVE

Employees may receive paid leave to attend courses, seminars and/or workshops for conventions, which enhance their knowledge, skills or performance in relation to their job. The determination as to when and whether an employee is granted leave shall be made by the department head.

XIX. LAYOFF

- A. An employee may be terminated by the City Manager because of changes in duties or organization, abolishment of position, shortage of work or funds or completion of work. In cases involving regular employees only, notice of such termination will be given to the employee at least fourteen (14) days prior to the effective date of termination. Such termination shall not be subject to appeal.
- B. In any such reduction in personnel caused by lack of work or funds, seniority shall be observed, except, negative performance during the past twelve (12) months will be considered to determine the order of layoff. Negative performance and disciplinary actions will be defined as the following:
 - 1. Denial of merit increases due to misconduct or poor performance.
 - 2. Suspension without pay.
 - 3. Extensions of probationary periods for poor performance.
 - 4. Disciplinary demotions to lower level positions.
 - 5. Performance reviews within the twelve (12) months prior to layoff containing significant, negative, written comments indicating improvement needed and warning of further consequences to follow if improvement fails to occur.
- C. The order of layoff shall be established by the Human Resources Director, including seniority and results of review of performance evaluations and prior disciplinary actions. The order of layoff will be the least senior employee as determined by the procedure above. Prior to the establishment of the final order of layoff, the Human Resources Director shall furnish affected employees a copy of the "Proposed Order of Layoff." Notice will be hand delivered to employees whenever possible.

If personal delivery is not possible, the notice will be sent by certified mail to the last known address.

- D. If the employee wishes to contest the application of the criteria set forth to his/her position on the list, he/she may appeal with any supporting materials to the Human Resources Director. This request should be directed to the Human Resources Director within seven (7) calendar days following the establishment and distribution of a "Proposed Order of Layoff" list. The employee will be allowed representation during the appeal process. After meeting with all employees wishing to be heard with respect to their position on the layoff list, the Human Resources Director or his designee shall establish the "Final Order of Layoff" list. The decision of the Human Resources Director or his designee shall be final and not subject to the grievance process or further appeal.
- E. Regular employees in good standing, who are designated to be laid off and have held regular status in a lower classification, may displace employees in the lower classification provided that the employee exercising the displacement privilege has greater classification length of service than the incumbent in the class to which the employee is bumping, and had an equal or better overall rating on his/her last written evaluation. If the employee in the higher classification has not held status in a lower classification, then no displacement rights accrue to that individual. Conditions which affect displacement rights are as follows:
 - 1. The employee exercising the displacement privilege will displace employees in lower classification in the same order as specified above.
 - 2. All employees must exercise displacement privileges within seven (7) calendar days after receipt of the Notice of Layoff, by written notice to the Human Resources Director. If these privileges are not exercised within the specified time period, they are automatically forfeited.
 - 3. Layoffs which result from a reduction in force shall be made without regard to an employee's race, color religion, national origin, sex, age, marital status, or functional limitations as defined in the ADA and other applicable state law.

This procedure encompasses all aspects of the negotiated layoff procedure, and the City shall not be required to further meet and confer on this subject during the term of the MOU.

XX. DISCIPLINARY PROCEEDINGS

B. DISCIPLINARY ACTION: DEFINITION

As used in this chapter, "disciplinary action" shall mean discharge, demotion, reduction in salary, reprimand, disciplinary probation or suspension, and as defined in Government Code Sections 3303 et seq.

B. CAUSES FOR DISCIPLINARY ACTION

Causes for disciplinary action against any employee may include, but not be limited to, the following:

- 1. Unauthorized absence or tardiness.

2. Failure to report absences from work or failure to return immediately from authorized leave.
3. Failure to following the instruction of a supervisor, manager or other proper authority.
4. Disorderly conduct on city premises or while on duty elsewhere, such as, but not limited to, fighting and use of abusive or threatening language.
5. Possession, use, receiving, distributing or being under the influence of alcoholic beverage or drugs while on duty.
6. Falsifying or altering city records, including, but not limited to, employment, medical, pay and benefit records, or permitting one's time card to be recorded by another employee.
7. Thefts of, or intentional harm to, city or other's personal property.
8. Dishonesty.
9. Violation of safety rules.
10. Unauthorized removal of city documents, records or other property.
11. Negligent or careless performance of duties.
12. Failure to meet acceptable standards of performance.
13. Failure to observe work schedules or assignments.
14. Misuse of city property.
15. Unauthorized departure from job, department or city premises.
16. Loitering or sleeping on the job.
17. Gambling on city's premises or while on duty elsewhere.
18. A personal appearance or mode of dress that is unkempt to the point of being detrimental to the business environment of the city.
19. Allowing unauthorized individuals to ride in city's vehicles.
20. Discourteous treatment of the public or other employees.
21. Violation of any provisions of these working rules and regulations, administrative policies or written departmental rules and regulations.

C. PERSONS BY WHOM DISCIPLINARY ACTION MAY BE TAKEN

The City Manager or any department head may take disciplinary action against an employee under his/her control for one or more of the causes for discipline specified in this chapter.

D. PROCEDURE PRECEDING IMPOSITION OF DISCIPLINARY ACTION

Prior to initiating any disciplinary action, excluding reprimands, against an employee having regular status, the City Manager or department head shall serve written notice on the employee, personally or by certified mail, at least seven (7) calendar days prior to the effective date of the disciplinary action. The written notice shall include:

1. A description of the action to be taken and the effective date or dates.
2. A statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based.
3. A statement advising the employee of the right to respond, either verbally or in writing, to the disciplining authority prior to the effective date of the proposed discipline.
4. A statement advising the employee that he/she may represent himself/herself or may be represented by a person of his/her choosing.
5. A statement that a copy of the materials upon which the proposed action is based is attached or available for inspection upon request.
6. A statement that if the proposed discipline is imposed, the employee has a right to appeal.

Upon request of the affected employee, the City Manager or department head may extend the response from the employee provided that such extension will have no detrimental effect on the city.

E. IMPOSITION OF DISCIPLINARY ACTION

Upon expiration of the period allowed for employee response and after having given consideration to any response filed by the affected employee, the City Manager or department head may impose appropriate disciplinary action.

F. EXTRAORDINARY CIRCUMSTANCES

In those extraordinary circumstances wherein the City Manager or department head determines that the nature of the employee's act or the charges against him/her are such as to require the employee's immediate removal from the job site, the employee may be placed on leave with pay pending service of the notice of disciplinary action and the effective date of the disciplinary action.

If, in the opinion of the City Manager or the department head, the employee's behavior is such that he/she is temporarily unable to perform his/her job and the intent is to remove him/her from the job site until he/she is able to return and function adequately, said employee may be placed on sick leave and sent home until determined by the City Manager or department head that he/she is able to function adequately.

G. RIGHT OF APPEAL

A regular employee shall have the right of appeal to the Human Resources Director from any disciplinary action taken by his/her department head under this chapter. Such appeal must be filed with the Human Resources Director within ten (10) working days after receipt of the written notice of such disciplinary action. The appeal must be in writing and must state specifically the reasons upon which it is based.

H. RIGHT OF APPEAL: HEARING

1. Upon receipt of a written appeal from an affected employee, the Human Resources Director shall arrange for a hearing as provided in this chapter. Said hearing shall be conducted as soon as possible after receipt of the written appeal.
2. Within five (5) calendar days from the receipt of the request for hearing, either party may request the State Mediation and Conciliation Service to submit a list of five (5) neutrals. These neutrals will be statewide experts in the field of labor relations. Within five (5) calendar days upon receiving the request, the Human Resources Director and the Union shall alternatively strike a name from the list, and the last name remaining shall be designated as the neutral arbitrator. The arbitrator selected shall submit the earliest date(s) in which the arbitrator can hold the hearing, of which the Union and the Human Resources Director can mutually select a date. The arbitrator shall hold a hearing on the issue or issues submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue, or issues, and render a written decision and reasons for the opinion within thirty (30) calendar days following the closing of the hearing, unless the period has been mutually extended in writing by all parties. The decision shall be sent to the Human Resources Director and to the Union. The arbitrator's decision shall be final and binding, and may be challenged only pursuant to the California Arbitration Act, C.C.P. Sections 1280, et seq.
3. Either party (City or the Union) may waive the grievance procedure time limits specified in this subsection and proceed to immediate arbitration in any case where the party alleges that the other is threatening to take an action in violation of the MOU in so short a period of time as to disallow the party from proceeding within the time limits of this subsection. To put it another way, immediate arbitration may be sought by either party where there is "no adequate remedy at law," or where normally a party would be entitled to seek injunctive relief. However, the method of proceeding to immediate arbitration must be done consistent with the following provisions.
 - a. The arbitration shall take place no earlier than the fifteenth (15th) day following the request by the grieving party for such "immediate arbitration," unless otherwise mutually agreed. During the two (2) week period (fourteen (14) calendar days) immediately following the request for immediate arbitration, the responding party shall have the opportunity to attempt to resolve the dispute.

- b. If the City is the responding party, the Chief of Police and Human Resources Director, or their designated representatives, jointly, shall have the opportunity to meet with or otherwise communicate with appropriate Union representatives, in an attempt to resolve the dispute.
 - c. Once the request for immediate arbitration is filed, the parties shall (even though dispute resolution discussions are going on during the two (2) week period) attempt to agree upon a neutral arbitrator and to obtain a date for arbitration hearing as soon as possible immediately following the two (2) week period.
 - d. The parties will attempt to have a standing list of available "immediate arbitrators," but if no agreement on same is reached, the parties will obtain five arbitrators, by telephone, if possible, from the State Mediation and Conciliation Service. The first arbitrator available to hear the matter following the two-week period shall be selected as arbitrator. The order of contacting the potential arbitrators shall be determined by lot unless mutually agreed to otherwise. The parties are free to mutually agree upon an immediate arbitrator through any other process or agreement.
 - e. In any case, the arbitrator selected to decide the grievance shall have the full and equitable power to frame a decision, including an order to the party initiating the grievance to abide by the time limits provided in the grievance procedure, or a restraining order against the party threatening the action, or any other form of arbitration order that would resolve the matter in an equitable and just manner. However, the arbitrator may not add to, subtract from, change or modify any provision of this MOU and shall be authorized only to apply existing provisions of this MOU to the specific facts involved and to interpret only applicable provisions of this MOU.
 - f. Unless the parties agree otherwise, closing argument shall be presented orally and there shall be a "bench" decision.
 - g. The parties shall attempt to have the arbitration proceedings completed as quickly as possible, including by meeting nights and weekends, if at all feasible.
4. An arbitrator shall have, in the arbitrator's discretion, the ability to hear evidence on both arbitrability and on the merits at the same hearing, holding for a later ruling on the issue of arbitrability.
5. Time limits set forth in the formal process may be modified by mutual agreement of the grievant or representative and the department or City. Failure of the grievant to file an appeal within the specified time limit for any but the first step of the procedure shall

constitute an abandonment of the grievance.

6. The cost of making a stenographic record of the arbitration hearing shall be borne by the party requesting such records. There shall be no post-hearing briefs, except by mutual agreement.
7. The fees and expenses of the arbitrator shall be paid half by the City and half by the grievant; however, the arbitrator may order that the City or the grievant pay the total of such fees and expenses should the arbitrator find that, but for the unreasonableness of a party's posture, the convening for arbitration would not have been necessary.
8. Witnesses who are employees and on duty at the time of the scheduled appearance shall be released from duty without loss of compensation for the time required to testify. No overtime payments shall be made because of scheduled appearances.
9. An individual grievant shall be released from duty without loss of pay for the time of the arbitration hearing. A representative shall be permitted to be present without loss of compensation on behalf of the grievant.
10. Arrangements for release time for a grievant's witnesses shall be made with the Human Resources Director, who shall issue all appearance notices no later than twenty-four (24) hours in advance of the scheduled hearing.
11. No employee shall be discriminated against, harassed, coerced, or suffer any reprisal because of filing or processing of a grievance or participating in a grievance procedure.

I. RIGHT OF APPEAL: REPRESENTATION

The appellant employee shall have the right to appear personally or to be represented by counsel or by anyone else of his/her choosing, including other city employees, with the exception of supervisory, management and confidential employees.

J. RIGHT OF APPEAL: FAILURE OF EMPLOYEE TO APPEAR

Failure of the appellant to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the City Manager or department head shall be final.

K. RIGHT OF APPEAL: DECISION

The Hearing Officer shall render a decision within thirty (30) days after the conclusion of the hearing or after receipt of the official hearing transcript. The Hearing Officer's decision shall be final and conclusive. A copy of such decision shall be forwarded to the appellant. If the disciplinary action taken against the employee is reversed or modified by the Hearing Officer, the employee shall be compensated in all or in part for the time lost as determined by the Hearing Officer. Any appeal of the Hearing Officers decision through judicial review must be filed within ninety (90) days of said decision pursuant to the Code of Civil Procedures Section 1094.6.

L. EFFECT OF DISCIPLINARY ACTIONS

1. Oral Reprimand

Employees may receive an oral reprimand.

2. Written Reprimand

Employees receiving a written reprimand shall have a copy filed in his/her personnel jacket kept in the Human Resources Department. The employee shall initial a copy of the reprimand prior to its filing, indicating that he/she has read the reprimand. The employee shall have the right to enclose a written response to the reprimand in his/her personnel file.

3. Suspension

Employees suspended from the municipal service shall forfeit all rights, privileges and salary while on such suspension with the exception of group health and life insurance benefits.

4. Salary Reduction

Employees who have had their salary reduced shall receive the lowered salary until such time as the department head or City Manager determines that an increased salary is merited.

5. Discharge

Employees terminated pursuant to SEC. 904 of these rules and regulations shall be paid salary for vacation and worked holidays accumulated to the effective date of termination, subsection to SEC. 713, if applicable.

M. RELEASING OF INFORMATION RELATIVE TO DISCIPLINARY ACTION AGAINST MUNICIPAL EMPLOYEES

In the interest of preventing undue embarrassment and subsequent loss of ability to perform city work effectively, the following policy will prevail regarding release of information to the news media on personnel actions:

1. No information shall be released without prior approval of the City Manager, and prior notification to the President of the Tulare Police Officers Union and the effected employee.
2. No information will be released until final action has been determined and taken.
3. Even after final disposition of the matter, no details will be released other than the exact nature of the action taken.

The foregoing personnel procedure is sanctioned under the Ralph M. Brown Act and related laws. The Attorney General's opinion interpreting Government Code Section 54957 is as follows:

"The purpose of SEC. 54957 is to protect individual public employees and officers from

unfavorable publicity, and to permit private inquiry into the employee's activities, or investigation of charges against such employees."

N. INFORMAL COUNSELING WITH THE CITY MANAGER

Nothing in these rules and regulations shall prohibit the City Manager from meeting informally with an employee regarding possible disciplinary action in order to attempt to resolve the problem.

O. NON-APPLICABILITY

The provisions of this section shall not apply to reductions in the work force or reductions in pay which are part of a general plan to reduce or adjust salaries and wages.

XXI. MISCELLANEOUS

A. REPORTS OF CHANGE OF STATUS

All actions involving employment and change in status of employment shall be reported by the department head to the Human Resources Director on City of Tulare Personnel Action Forms. Copies of such reports shall be furnished to the employee involved.

B. DAMAGE CLAIMS

Any employee of the City of Tulare filing suit for damages arising from occupational injury shall notify the Finance Director of the amount of damages collected from such suits in order that all expenses paid by the city may be recovered.

C. GRATUITIES

No officer or employee of the city shall solicit or accept any gratuity for services rendered.

D. OUTSIDE EMPLOYMENT

Any regular employee desiring to engage in regular outside employment shall first obtain non-City conflict job approval for his/her department head. The employee shall submit a statement to his/her department head on a standard city form, naming the prospective employer, his/her address and telephone number and outline the proposed duties and the hours of work. Approval may be denied if, in the opinion of the department head, such outside employment is incompatible with the proper discharge of the employee's official duties. All such approvals shall be subject to review by the Human Resources Director and shall be resubmitted prior to January 10 each year to maintain a valid, continuous authorization.

E. COMPENSATION FOR USE OF PRIVATE AUTOMOBILE IN CITY BUSINESS

Regular city employees may receive compensation for the use of their personal vehicle in city business. Such compensation shall be the prevailing IRS approved rate and upon approval of the employee's department head.

F. CONFLICT OF INTEREST

All designated employees shall comply with departmental conflict of interest codes or the applicable regulations adopted by the Fair Political Practices Commission.

G. DAMAGED EQUIPMENT REVIEW COMMITTEE

A Police Department Damaged Equipment Review Committee shall be established for the purpose of reviewing and determining the rate of payment for all claims for clothing or equipment damaged in the line of duty. The committee shall be composed of a representative from the Human Resources, Police Department administrative staff and the officers in general.

H. PERSONNEL FILES

An employee or his/her recognized employee representative, with the written consent of the employee, shall be entitled to review his/her personnel folder upon request. The employee shall, in advance, be advised of, entitled to read and respond to all statements written by the employee's supervisor, department head or fellow employee of his/her work performance or conduct if such statement is to be placed in the employee's file. No such material shall be filed until an employee has had the opportunity to review and respond to such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.

I. POSITION RECLASSIFICATION

1. Position Reclassification

An employee who believes his/her position is wrongly classified may submit a written request to his/her supervisor for reclassification. Requests shall state the reason the employee believes the present class is not appropriate and which class the employee believes is appropriate, based on the employee's present duties. Requests must be made to the Human Resources Department in January or February so that changes may be presented to the City Council in July.

2. Classification Analysis

The supervisor shall forward the request to the department head. The department head shall then request that the Human Resources Department conduct a classification analysis. When the classification analysis is completed, a written response will be sent to the employee and the department head. The city shall endeavor to complete the analysis as soon as practicable.

3. Appeals

If the employee disagrees with the response of the Human Resources Director, he/she may appeal to the City Manager in writing. The written appeal must state the reasons why he/she feels that the Human Resources Director's findings were incorrect. The City Manager may review the appeal, assign it to his designee or establish an advisory committee to review the matter. The decision of the City Manager shall be final.

J. EMPLOYEE ASSISTANCE PROGRAM POLICY

The city recognizes emotional, medical and substance abuse (alcohol and drugs) problems as treatable conditions. An employee's problem with alcohol and drug abuse, etc., will be a concern only when it manifests affect upon his/her job performance. There is no desire on the part of the city to intrude into the employee's private life. However, if personal problems being to impact job performance, the Employee Assistance Program provides the employee with a possible alternative to disciplinary action. It is expected that the responsibility for recovery rests with the employee. Employees who suspect that they have a problem will take advantage of diagnostic, counseling and assessment services made available through the Employee Assistance Program.

K. FLEXIBLE BENEFITS PROGRAM

The city shall maintain a flexible benefits program (which became effective October 1, 1987) in accordance with Section 125 of the Internal Revenue Code. At time of implementation, the city contributed the entire cost of implementation. The employees shall be responsible for the monthly cost.

L. VEHICLE USE POLICY

The City Manager shall determine the allocation of usage of city-owned vehicles in accordance with the business needs of the city. All city-owned vehicles shall be operated in conformance with administrative policy, unless the use of a vehicle is otherwise controlled by contractual agreement or other policy adopted by the City Council. The City Manager shall be the responsible authority for interpretation and implementation of adopted vehicle use policies.

In addition to all other changes the Tulare Police Officers Union Agrees to meet and consult on a computer policy.

M. DEFERRED COMPENSATION

All regular employees may, at the employee's request, be included in a Deferred Compensation Plan whereby the employee may provide for the deferral of a specified amount of current income to be invested and the payment of such deferred amount and interest thereon to be made at a later date. Said Deferred Compensation Plan shall be subject to approval by the Internal Revenue Service. Implementation of the plan shall involve no cost or charge to the city.

N. LEAVE BANK DONATIONS

The City agrees that it will create an Administrative Leave Bank Donations Policy dedicated specifically to the ranks of Police Officer and Police Corporal.

O. ELECTION RULES

An employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization representing the employees in an appropriate unit shall be subject to the City Rules and Regulations for Election Procedures.

P. PERSONAL DAYS OFF

Employees in this Union will be afforded two (2) personal day (each day equaling eight (8) hours or twelve (12) hours depending on the employee's shift assignment at time granted). These two (2) personal leave days will be granted beginning with the first full pay period of each fiscal year, beginning with fiscal year 2020-21. These personal leave days will be placed in a separate leave bank and must be used in its entirety prior to the last full pay period of each fiscal year. If the leave hours earned remain in this bank at that time, additional hours granted in the first full pay period of the new fiscal year will only accumulate to a maximum equivalent of two (2) days. This personal leave bank has no cash value.

Q. NOTIFICATION TO THE CITY OF UNION OFFICERS AND REPRESENTATIVES

The Union shall provide the City with a list identifying the Union officers and representatives each year on or before January 31, and within fifteen (15) calendar days of any changes to the list.

XXII.INSURANCE

A. INSURANCE - HEALTH, DENTAL AND VISION

1. Public safety employees with employee only coverage shall contribute twenty-five (\$25) per month towards health care, for those employees enrolled in dependent insurance coverage, the city shall contribute sixty-five percent (65%) of the premium per month toward the employee health, dental, vision and life insurance and dependent health, dental, vision and life insurance costs. The employee shall contribute thirty-five percent (35%) per month toward the cost of dependent insurance coverage.
2. Employees hired after June 23, 1984, upon retirement, shall pay one hundred percent (100%) of the total costs of the health insurance premium (with or without dependent coverage). Any increases in future premiums after retirement shall be borne by the retiree. In order to be eligible for said benefits, the employees must directly retire, be at least fifty-five (55) years of age and have provided twenty (20) years of service to the City of Tulare.

If the health insurance administrator recommends future rate increases or program modifications to be implemented, he/she shall make a recommendation to the Health insurance Committee stating the reasons why such an increase or changes are recommended. The Health Insurance Committee shall then make a recommendation to the City Manager within thirty (30) calendar days after receipt of said recommendation. The City Manager will make a decision based on the information provided and present it to the City Council for implementation. The City and employees agree to pay any increased costs in the same proportion as the current contribution.

B. INSURANCE - LIFE

Life insurance for non-management employees shall be provided as specified in the employee health insurance policy.

C. LONG TERM DISABILITY PLAN

For non-management sworn Police personnel, the city shall contribute \$24.50 per month to a long term disability plan, starting on July 1, 2020.

**Signature Page
Memorandum of Understanding
Between
The City of Tulare
And the
Tulare Police Officer Union
July 1, 2018 through June 30, 2022**

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

FOR THE CITY OF TULARE

By: 
Mario Zamora, City Attorney

Dated: 6/17/2020

By: 
Janice Avila, Human Resources Director

Dated: 6/17/2020

FOR THE TULARE POLICE OFFICER'S UNION

By: 
Roger Wilson, RAINS LUCIA STERN
ST. PHALLE SILVER, PC

Dated: 18 JUNE 2020

By: 
Vince Medina, Police Officer

Dated: 6.17.2020