



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CATHEDRAL CITY

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
(AFSCME)
LOCAL 3961**

**RELATING TO GENERAL EMPLOYEES
(July 1, 2014 – June 30, 2019)**

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Memorandum of Understanding between the City of Cathedral City and the American Federation of State, County and Municipal Employees, Local 3961 (AFSCME) Relating to General Employees. (July 1, 2014 - June 30, 2019).

This Memorandum of Understanding is entered into with reference to the following facts:

- A. The Cathedral City Local of the American Federation of State, County and Municipal Employees, Local 3961, is recognized under the provisions of the Meyers-Milias-Brown Act of the State of California as the majority representative of the following employees:

All full-time employees of the City of Cathedral City, except sworn firefighters, sworn police officers, executive, administration, management, professional and confidential employees, the secretaries in the City Manager's office, the secretary to the City Council, Personnel Analyst, City Clerk and any staff member assigned to Administration, Personnel or who serves as the Finance Director's Secretary.

- B. The Cathedral City Local of the American Federation of State, County and Municipal Employees (hereinafter sometimes referred to as "AFSCME") and representatives of the Municipal Employee Relations Representative of the City of Cathedral City (hereinafter sometimes referred to as the "City") have met and conferred in good faith on wages, hours, and other terms and conditions of employment for the employees represented by AFSCME in the bargaining unit listed above, and have reached agreements which are set forth in this Memorandum of Understanding (hereinafter sometimes referred to as the "MOU" or "Agreement").
- C. This Memorandum of Understanding is established in accordance with the provisions of the Meyers-Milias-Brown Act (Government Code §3500, et seq.), effective only upon ratification by the City Council of the City of Cathedral City.

Subject to the foregoing limitations, AFSCME and the City of Cathedral City agree as follows:

ARTICLE 1

MAINTENANCE OF MEMBERSHIP; CONTRACT BAR; PETITIONS FOR DECERTIFICATION; DUES AND OTHER DEDUCTIONS

- 1.1 Maintenance of Membership; Contract Bar; Petitions for Decertification. All general employees of the City of Cathedral City who are covered by this Agreement and who are members of AFSCME shall continue and maintain their membership in AFSCME for the duration of this Agreement, except as follows: any AFSCME member may withdraw from membership during the first five (5) working days of July. Employees withdrawing from AFSCME must submit their request to the City and AFSCME in writing. AFSCME agrees to enforce this provision and to indemnify and hold harmless the City, its officers and employees, from all liabilities and/or damages arising from the operation of this Article. This Memorandum of Understanding shall further constitute a bar to the implementation of section 11(A)(2) of City Resolution 82-84, except that the City shall accept a petition for decertification of AFSCME only during the 30-60 day period prior to the expiration of this Agreement.
- 1.2 Dues and Other Deductions. Any employee who is a member of AFSCME may authorize the City to deduct from his or her wages AFSCME membership dues and/or a "PEOPLE" deduction by submitting the appropriate written authorization form to both AFSCME and the City. In such a case, the City agrees to deduct from the wages of such an employee AFSCME membership dues and/or a "PEOPLE" deduction. Such an authorization must be signed by the employee and may be revoked by the employee only during the calendar month of July and only by the employee giving written

notice to both AFSCME and the City. The City agrees to remit any deductions made pursuant to this provision to AFSCME, together with an itemized statement setting forth the name of each employee from whose wages such deductions have been made and the amount(s) deducted during the period covered by the remittance.

ARTICLE 2 SEVERABILITY

It is understood and agreed by the parties that this MOU is subject to all present and future applicable Federal and State laws and regulations, and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. The parties hereto have bargained with regards to some provisions which are covered by the Fair Labor Standards Act, and, to the extent that the Fair Labor Standards Act permits employers and employee groups to contract for modification of the procedures otherwise utilized under the Fair Labor Standards Act, and to the extent that such modification is authorized by Federal law, the parties intend that this contract shall take precedence over the provisions of the Fair Labor Standards Act. If any part of this Agreement is in conflict or is found to be inconsistent with such applicable provisions of State or Federal law or regulation, or otherwise found to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended, and the provisions of the applicable laws and regulations shall prevail; in such event, however, the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

ARTICLE 3 STRIKES AND/OR JOB ACTIONS

AFSCME, on behalf of all of its members, agrees that neither AFSCME, nor its representatives, nor members of the Cathedral City Chapter of AFSCME, shall engage in, cause, instigate, encourage, or condone a strike or job action of any kind during the term of this Agreement.

ARTICLE 4 TERM

This Agreement shall be in effect beginning July 1, 2014, and shall continue in full force and effect until June 30, 2019.

ARTICLE 5 GENERAL PROVISIONS

- 5.1 Equal Employment Opportunity. Appointments and promotions of individuals shall be made on the basis of job related standards of education, training, experience, merit and ability. No appointment to or removal from a position in the City's personnel system shall be affected or influenced by any consideration of race, color, ancestry or national origin, age, gender (including gender identity and gender expression), marital status, sexual orientation, domestic partnership status, medical condition, physical or mental disability, genetic information, military or veteran status, or political or religious opinion or affiliation.
- 5.2 Safety and Health. Each employee shall comply with CAL/OSHA safety laws, rules and regulations. All employees shall follow safe practices, use personal protective equipment as required, render every possible aid to safe operations, and report all unsafe conditions or practices. Special equipment, if it is required, shall be provided by the City.
 - 5.2.1 Impairment. No employee shall work, or be permitted to work, at any time when his or her ability to work is visibly impaired by alcohol, intoxicating liquors, controlled substances, drugs (legal or otherwise), or any other substance which renders the employee's condition

hazardous to himself/herself or to others. No employee shall have in his or her possession any intoxicating substance, illegal drugs or controlled substances while on duty. An employee may have in his/her possession a medication for which she/he holds a valid prescription.

- 5.2.2 Safety Equipment. Any safety equipment required by the City or by OSHA regulations shall be provided and replaced by the City; an employee will be responsible for replacement of equipment damaged through abuse. Winter jackets will be provided once every three years for Public Works employees who work on or around City streets. The employees will be consulted as a group to gain consensus about which jackets to purchase. All jackets will be the same and jackets that are damaged in the course of employment will be replaced.
- 5.3 Employee Activities. During the employee's workday, he/she is expected to devote his/her full time in the performance of his/her assigned duties as a City employee. No employee shall engage in any outside employment, enterprise, or remunerated activity without the prior approval of his/her department head or appointing power. At no time shall any such outside employment or activity be conducted on City time. No employee shall engage in any employment, outside activity or enterprise which is inconsistent, incompatible, in conflict with, or interferes with his/her ability to perform the duties, functions or responsibilities of his/her position as a City employee, nor shall he/she engage in any outside activity which will directly or indirectly contribute to the lessening of his/her effectiveness as a City employee. No employee shall engage in any type of activity relating to an employee organization during such time as employee is on duty, except as expressly permitted by the City Manager or designee, State and Federal laws, MOU, or Council resolution.
- 5.4 Inconsistent Employee Activities. In making a determination as to the consistency or inconsistency of outside activities, the department head or appointing power shall consider, among other pertinent factors, whether the activity:
- A. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course of his/her City employment as a part of his/her duties as a City employee; or,
 - B. Involves conditions or factors which would be incompatible or in conflict with the duties, functions or responsibilities of the employee in his/her regular City employment; or,
 - C. Involves the performance of an act in other than his/her capacity as a local agency officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee or the agency by which he/she is employed; or,
 - D. Involves such time demands as would render performance of his/her duties as a local agency officer or employee less efficient; or,
 - E. Involves the use for private gain or advantage of City time, facilities, equipment and supplies, prestige, influence, or confidential information of one's City office or employment; or,
 - F. Involves the solicitation of future employment with a business having business transactions with the City over which the employee has some control or influence in his/her official capacity at the time of the transaction.

- 5.5 Improper Use of City Equipment Prohibited. No City-owned equipment, autos, trucks, instruments, tools, supplies, machines, badges, identification cards, or other items which are the property of the City shall be used by an employee except upon prior approval of the employee's department head or appointing power or designee duly authorized to give such approval.
- 5.6 Political Activity. Except as necessary to meet State or Federal law requirements, no restrictions shall be placed on the political activities of any officer or employee of the City of Cathedral City other than the following:
- A. Use of office, authority or influence to obtain change in position or compensation. No employee shall directly or indirectly use, promise, threaten or attempt to use his/her office, authority or influence, to secure, or to obstruct or prevent another person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within the City, upon the condition that his/her vote or another's vote, influence or action shall be given or used on behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition or consideration. (Government Code §3204)
 - B. Soliciting political funds or contributions from other officers or employees. No employee shall directly or indirectly solicit political funds or contributions from other employees of the City. The employee, however, is not prohibited from communicating through the mail or by other means, requests for political funds or contributions to a significant segment of the public which may include officers or employees of the City. (Government Code §3205)
 - C. No employee shall engage in political activity during working hours nor engage in political activities on City premises. (Government Code §3207)
 - D. No employee of the City may engage, during his/her working hours, in the solicitation or receipt of political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service or other working conditions of the employees of the City; nor shall entry be permitted into the workplace during working hours for those purposes. (Government Code §3209)
- 5.7 Criminal Conviction - Ineligibility for Employment. Except as otherwise hereinafter provided, no person convicted of a felony, or of a misdemeanor involving moral turpitude, shall be eligible for employment in the service of the City; provided, however, that the City Manager may disregard such conviction, if he/she finds and determines that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of the person at the time of conviction, or the fact that the employee's work would be totally unaffected by the conviction.

The City Manager and his/her authorized designees are hereby authorized to have access to the "State Summary Criminal History Information" as provided for in California Penal Code §11105, in order to enable the City Manager to fulfill his/her duties in the employment, supervision and termination of City employees.

ARTICLE 6
MANAGEMENT RIGHTS

- 6.1 Exclusive Control of Certain Aspects. The City of Cathedral City retains all its exclusive rights and authority under State law, and expressly and exclusively retains its management rights, which include, but are not limited to:
- A. the exclusive right to determine the mission of its constituent departments, commissions, boards;
 - B. set standards and levels of service;
 - C. determine the procedures and standards of selection for employment and promotions;
 - D. direct its employees;
 - E. establish and enforce dress and grooming standards;
 - F. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
 - G. maintain the efficiency of governmental operations;
 - H. determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
 - I. determine the content and intent of job classifications;
 - J. determine methods of financing;
 - K. determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
 - L. determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
 - M. determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
 - N. assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
 - O. establish and modify productivity and performance programs and standards;
 - P. discharge, suspend, demote, reprimand, withhold salary increases and benefits or otherwise discipline employees in accordance with applicable law;
 - Q. establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and
 - R. exercise complete control and discretion over its organization and the technology of performing its work.
- 6.2 Not Subject to Grievance Procedure. The exercise by the City through its City Council and management representatives of its management rights as set forth above shall not in any way, directly or indirectly, be subject to the grievance procedure.
- 6.3 Meet and Confer. Notwithstanding section 6.1, except in emergencies, whenever the exercise of management's rights shall impact employee members of AFSCME, the City agrees to meet and confer with representatives of AFSCME regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU or in the Personnel Rules and

Regulations, Safety Resolutions and Municipal Code which are incorporated herein by reference in this MOU. By agreeing to meet and confer with AFSCME as to the impact of the exercise of any of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

ARTICLE 7 COMPENSATION

7.1 Salary Schedule Adjustments. Adjustments during the term of this agreement are effective beginning the first pay period following the designated date:

- A. 2% following 01/01/2015
- B. 2% following 07/01/2015
- C. 3% following 01/01/2016
- D. 4% following 07/01/2016
- E. For increases following 07/01/2017 and 07/01/2018, Consumer Price Index (CPI)* not to exceed 4% as published for the 12-month period concluding April 2017 and 2018, respectively.

The parties agree to a reopener only in year four (2017) for years four and five (2017 and 2018) of this agreement related solely to the cost-of-living adjustment.

* CPI for all Urban Wage Earners for the Los Angeles-Riverside-Orange County area

7.2 Salary Advancement - Full-time Employees. Except as otherwise provided in this Article, full-time employees may be considered for an increase in salary according to the following rules:

7.2.1 Merit Increase Advancement. Advancement to the next higher merit increase step shall not be automatic. Such salary increase or denial of salary increase shall require the specific recommendation, through a performance evaluation, of the employee's department head and the approval of the Personnel Officer. Any such advancement shall be granted only as a result of a written evaluation of continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of his/her position. Merit increases shall take effect on the employee's merit review date unless the City has prepared a denial of such a merit increase following an overall below standard rating on a performance evaluation completed by the supervisor prior to such merit review date. When an employee is denied an increase, he/she may be reconsidered for such advancement at any subsequent time with a satisfactory performance evaluation.

7.2.2 Advancement Schedule.

A. Merit Steps 1 through 5: Advancement to a next higher merit increase step may be made after a twelve (12)-month interval from the hire date or the date of the last merit increase, whichever is most recent, for continued satisfactory services. Steps 2 through 5 shall be compensated approximately 5% higher than the prior Step.

B. Merit Steps 6 through 8: Advance may occur after two (2) years satisfactory service in the next preceding step in the respective salary range. These steps shall be compensated approximately 2.5% higher than the prior Step.

7.2.3 Performance Evaluation Grievance. A performance evaluation which recommends against timely implementation of the next scheduled merit increase or which reasonably indicates future denial is likely, shall be subject to grievance under the grievance procedures specified

in Article 13. Even without resort to the grievance procedure, the employee shall in any event have the right to attach a written rebuttal to the performance report, and the rebuttal shall become part of the City's personnel records on that employee.

7.2.4 Longevity Increments.

A. Employees will be provided with an additional salary increment after fifteen (15) years of employment with the City. This increment shall be compensated at 7.5% higher than their current pay for CalPERS Level One employees (as defined in Section 16.1.4.a) and 2.5% higher for CalPERS Level Two Classic and PEPRA/New employees.

B. Employees will be provided with an additional salary increment after twenty (20) years of employment with the City. This increment shall be compensated 5% higher than the first longevity increment for CalPERS Level One employees and 2.5% higher for CalPERS Level Two Classic and PEPRA/new employees.

- 7.3 Salary on Promotion. Any employee who is promoted to an open position in a class with a higher salary range shall be placed on Step A in the new higher range or placed at the step which provides at least a minimum 5% salary increase for the employee, not to exceed the highest merit increase step of the new range. The employee's merit review date shall change to the effective date of the promotion for consideration in subsequent years.

When economic conditions, unusual employment conditions or exceptional qualifications of a candidate for promotion indicate that a higher merit increase step would be in the City's best interests, upon written recommendation of the department head, the City Manager may authorize payment of salary at a higher merit increase step in the salary range.

- 7.4 Salary on Demotion. Any employee who is demoted may be placed at a lower step, or may be placed at a step in a lower range or may be placed at step "Y" which is equal to the employee's current salary step. The employee's merit review date shall not change.

An employee receiving Step "Y" shall remain in the Step "Y" until such time as the position is assigned to a salary range in which the last step is equivalent to or higher than the Step "Y", at which time the employee shall be placed in the next highest step. Such employee shall not receive salary adjustments until such time as Step "Y" is equivalent to or less than the highest merit increase step of the salary range of the employee's position.

- 7.5 Salary on Reinstatement. An employee who resigned in good standing may, within one (1) year of such resignation and upon recommendation of the department head and approval of the City Manager, be reinstated in a position in the class in which the employee had previously served, subject to an available budgeted position. Upon such reinstatement, the employee shall not receive a salary higher than the step in the salary range the employee previously received prior to the employee's separation. The employee shall be given a new merit review date, as if a new hire.

- 7.6 Salary on Transfer. Any employee who is transferred from one position to another position in the same class, or to another position in a classification having the same salary range, shall be compensated at the same step in the salary range as the employee previously received. The employee's merit review date shall not change.

- 7.7 Salary on Position Reclassification. When an employee in the classified service is reclassified to a lower classification, the employee shall retain his/her rate of pay and his/her merit review date or shall be placed in the step of the lower salary range closest to the employee's salary rate. If the last step of the salary range of the lower job class is lower than the employee's salary rate, the current

salary step shall be identified as Step "Y" because of a downward reclassification, and the employee shall remain in the Step "Y" until such time as his/her job is assigned to a salary range in which the highest step is equivalent to or higher than the Step "Y", at which time the employee shall be placed in the next higher step. Such employee shall not receive annual or other periodic salary adjustments until such time as Step "Y" is equivalent to or less than the highest step of the salary range of the employee's reclassified position. When an employee is reclassified to an equivalent classification, the employee shall retain his/her salary rate and merit review date. When an employee is reclassified to a higher classification, the employee shall be placed on Step A in the new higher range or placed at the step which is a minimum 5% salary increase for the employee, not to exceed the highest merit increase step of the new range. The employee's merit review date shall change to the effective date of the reclassification for consideration in subsequent years.

- 7.8 Special Salary Adjustments. A department head may recommend in writing to raise an employee's salary step to a higher merit increase step prior to the eligibility times specified in this Article so as to recognize meritorious service, advanced educational achievements or other extraordinary attributes related to the employee's public service. Such increased compensation is subject to the approval of the City Manager and the availability of budgeted funds. The employee's merit review date shall change to the effective date of the special increase.
- 7.9 Overtime. A department head may require an employee to work beyond the employee's regular hours of employment. If the employee works in excess of forty (40) hours in a work week, such employee shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay, or receive compensatory time at one and one-half (1-1/2) times hours worked. Paid time off (vacation leave, sick leave, comp time, float, etc.) is not considered time worked for purposes of calculating overtime, except that holidays shall be considered time worked.
- 7.10 Standby Pay. A department head may designate any number of persons for standby assignment on weekends, subject to approval of the City Manager. Pay for designated standby shall be eight (8) hours regular pay per weekend (regardless of duration). Assignments will be on a rotating basis, where possible, and the designee will be provided with a means of communication.
- 7.11 Call-Out Pay. The City shall pay two (2) hours minimum time credit (three [3] hours pay) for any call-out during any weekend or after hours call-out if the employee had been released from work on a normal business day and had returned home. This minimum call-out credit shall not be paid for overtime work continuous with the regular workweek, for which normal overtime will be paid, without a minimum time credit.
- 7.12 Compensation for Layoff. An employee who is terminated from the classified service of the City as a result of a layoff shall be paid for accrued vacation and accrued overtime. Payment shall also be made under the provisions of Section 12.11, if a laid off employee has three (3) or more years of employment with the City. Accrued sick leave shall be restored to an employee if the employee is reemployed within one (1) year. Should an employee be reemployed in the formerly held position, the employee shall be placed at the same salary step as when the layoff occurred. No credit shall be received toward a step increase or seniority during the period of layoff.

Employees who have attained regular status at the time of layoff and who are reemployed within a period of one (1) year shall retain their assigned merit review dates. Regular employees who are reemployed after a period of one (1) year will be assigned a new merit review date.

- 7.13 Compensation during Suspension. An employee who is suspended with pay under the disciplinary procedures of Article 11 shall be paid that salary the employee was entitled to prior to the suspension. An employee who is suspended without pay under the disciplinary procedures of Article 11 shall not be paid for those specific days of suspension. Additionally, an employee

suspended without pay shall not accrue sick leave, vacation, seniority or other benefits during a suspension of more than fifteen (15) working days, except that health and life insurance benefits will be maintained.

- 7.14 Salary on Voluntary Demotion. At the discretion of the City Manager, any employee who elects to take a voluntary demotion may be placed at a lower step, or may be placed at a step in a lower range or may be placed at Step "Y" which is equal to the employee's current salary step. The employee's merit review date shall not change.

An employee receiving Step "Y" shall remain in the Step "Y" until such time as the position is assigned to a salary range in which the highest merit increase step is equivalent to or higher than the Step "Y" at which time the employee shall be placed in the next higher merit increase step. Such employee shall not receive salary adjustments until such time as Step "Y" is equivalent to or less than the highest step of the salary range of the employee's position.

- 7.15 Bilingual Pay.

- A. Employees who have the ability to fluently converse in a second language may be designated as a bilingual employee required to use their skills as a part of their City employment. This designation must be made by the appropriate department head and approved by the City Manager or designee in writing. Designated employees shall receive a lump sum payment in the amount of \$208.00 on or before July 1 of each year. This lump sum payment is in addition to the \$.50 per hour specified in Section b below. Eligible employees must successfully complete an initial and a biennial assessment test to receive such designation. An employee who fails the assessment test may re-take the test every six (6) months. Changes to the assessment process are subject to meet and confer.
- B. Those employees who possess bilingual skills and do not utilize said skills on a regular basis shall continue to receive bilingual compensation of \$.50 per hour until said compensation is voluntarily eliminated by the employee. Employees receiving the bilingual compensation will be required to use their bilingual skills from time to time. An employee's refusal to use said skill will result in the elimination of the bilingual pay.

- 7.16 Acting Appointments. The City may, at its discretion, appoint an employee in an acting capacity to fill a position vacant due to separation, extended illness or leave without pay in a job classification higher than the one held by the employee. Acting appointments shall be confirmed in writing on or before the first date of said acting appointment. The employee shall receive any salary range increase which may be attendant to such acting service only after fifteen (15) working days in such acting capacity.

Such service may be cumulative if the acting appointment is stopped and started again within any consecutive period of one hundred eighty (180) calendar days.

- 7.16.1 Acting Appointment Compensation. Commencing on the 16th working day, employees assigned to acting appointments will be placed on Step 1 of the salary range established for the position in which they are serving. If Step 1 does not provide the employee with additional compensation, the employee will be placed on a step that provides no less than a five percent (5%) increase in compensation, but shall not exceed the maximum salary range level established for the position in which they are serving.

- 7.17 Shift Differential. Employees covered by this agreement shall receive a shift differential of 5% of salary, over and above the regularly established salary for the job performed, for the hours worked between 6:00pm and 6:00am.

- 7.18 Public Safety Dispatcher II Training Incentive. When an employee in the classification Public Safety Dispatcher II is requested to train a newly hired employee in the classifications Public Safety Dispatcher I and/or Public Safety Dispatcher II, he or she shall receive a five percent (5%) stipend during the period of time he or she is required to provide such training.
- 7.19 Compensation for Vehicle Use. An employee shall be compensated for use of the employee's personal vehicle on City business under rules set forth by the City Manager and at the rate set by Council resolution.
- 7.20 Restitution. An employee may be required in a manner approved by the City Manager to provide restitution to the City of Cathedral City for willful, reckless, wanton or malicious destruction of City property.
- 7.21 Error in Determination of Correct Salary Rate. Should an employee be advanced to a higher step in the salary range for his/her class than that for which he/she was recommended, or receive additional pay than that authorized, or accrue leaves or receive other benefits through error, such error shall be corrected immediately following its discovery. Reimbursement to the City by the employee of the overpayment caused by said error shall be made by one of the following methods or a combination thereof:
- A. Application of accrued equivalent time off for overtime service;
 - B. Application of equivalent time off for overtime service earned during the time immediately following the date of the discovery of said error;
 - C. Application of the increase in the employee's salary following his/her next merit or longevity merit salary increase; or
 - D. Any other method mutually agreed to.
- Determination of which one or combination of the above methods of reimbursement should be used shall be made by the department head subject to the approval of the City Manager, subject to the grievance procedures of Article 13. Should the employee terminate before full reimbursement to the City has been made the money required to complete reimbursement shall be deducted from his/her last paycheck, if authorized by law. However, the City shall not collect for any period earlier than an overpayment for the preceding twelve (12) months from discovery. Other salary overpayments shall be reimbursable under the procedures and guidelines set forth in this Section.
- 7.22 Specialized Licenses. When an employee in the classification Maintenance Worker I or Maintenance Worker II is directed to utilize a specialized license which is not otherwise required by his or her job classification, he or she shall receive a five percent (5%) stipend.

ARTICLE 8 RECRUITMENT AND SELECTION

- 8.1 Physical Requirements. The City Manager may require that all employees be able to perform the essential duties of their jobs, with or without reasonable accommodation, and without creating unreasonable risk to their own health and safety or that of others. No employee shall hold any position in a classification in which s/he cannot perform all the essential functions thereof, with or without reasonable accommodation, and without creating unreasonable risk to their own health and safety or that of others. Within the limitations indicated, the City's policy shall be to make such efforts as are consistent with the provisions of this Agreement to place physically disabled employees in such positions as are available in the City service for which they are qualified, where their disabilities will not substantially affect their performance of duties. Except as otherwise

required by the U.S. Americans with Disabilities Act or the California Fair Employment and Housing Act, the employee's qualifications, length of service, nature of past performance and the availability of openings may be considered in placing disabled employees.

- 8.2 Separation. An employee in the classified service may be separated from employment with the City through retirement, resignation, probationary failure, death, dismissal, layoff, or where the employee, because of disability, cannot perform the essential functions of her/his job, including but not limited to other positions for which the employee may be minimally qualified, where no reasonable accommodation is available or where the employee would create unreasonable risk to his/her health and safety or that of others. An employee wishing to resign shall file with the employee's supervisor a written resignation stating the effective date. Such resignation shall be presented at least two (2) weeks before leaving the service. The resignation shall be immediately reported to the Personnel Officer. The other forms of separation described above are explained elsewhere in this Memorandum of Understanding. Prior to separation, an employee must return all City items issued to him/her in order to receive final compensation, failing which the City may withhold from final compensation, to the extent permitted by law, the reasonable value of unreturned property.
- 8.3 Voluntary Demotion. An employee may request a voluntary demotion under the procedures of Article 7.14 or for reasons stated in a special request to the City Manager.
- 8.4 Transfer. An employee may be transferred at any time from one position to another position in the same classification. The City Manager may order a transfer for the purposes of economy, efficiency or for reasons related to the best interests of the City. A request for transfer to a vacant position may be initiated by an employee or the employee's department head. The transfer of an employee from one department to another shall require the approval of the head of the department to which the employee is transferring as well as the Personnel Officer. A department head may consider requests for transfers concurrently with appropriate employment, reemployment, promotion or reinstatement lists. No examination is required of an employee requesting a transfer; however, the employee must possess the qualifications required for the position sought.

ARTICLE 9 PROBATION

- 9.1 General Unit Employees. For all general unit employees hired after the effective date of this MOU, the first 1040 working hours after a classified service full-time employee has been appointed shall be a probationary period.
- 9.2 Probationary Period - Public Safety Dispatchers. Public Safety Dispatcher II shall serve a probationary period of twelve (12) months, or 2080 working hours. Public Safety Dispatcher I shall serve a probationary period of eighteen (18) months, or 3120 working hours.
- 9.3 Probation on Promotion or Reinstatement. Except as otherwise provided, upon accepting a reinstatement or an appointment to a different classification, an employee serves a new probationary period of 1040 working hours. Employees assigned to a new classification title resulting from a classification survey, shall not be subject to any new or additional probationary period. Promotions or reinstatements will not be permanent until the successful completion of this probationary period.

If a probationary employee's performance following a promotion or reinstatement has not been satisfactory, it shall be so stated in a Personnel Action Form. In cases involving a promotion, if a vacancy is available, and if the reason for dissatisfaction does not render the employee unsatisfactory for the former position, the employee shall be returned to a position in the class from which the employee was promoted. If the employee would not be satisfactory in the former position,

disciplinary action shall be taken to dismiss the employee, rather than use of "unsatisfactory probation" procedures. If no vacancy exists in such position, the employee shall be placed on a reinstatement list in accordance with Section 10.7. In cases arising from reinstatement, the City Manager, upon receipt of a Personnel Action Form, may authorize the dismissal of the employee for failure to successfully complete probation.

- 9.4 Objective of Probationary Period. The work and conduct of probationary employees shall be subject to close scrutiny and evaluation. The probationary period shall be regarded as a part of the training and examination process and shall be used for securing the most effective adjustment of a new employee to a position. Individuals employed under City public employment programs, specially funded programs or contracts shall be subject to the probationary provisions of these Rules should they be appointed to a position in the classified service.
- 9.5 Satisfactory Completion of Probation Period. If a probationary employee's probation period has been satisfactory, and advancement to regular status is warranted, the department head shall so recommend on a Personnel Action Form together with a performance evaluation submitted to the Personnel Officer. The City Manager, upon receipt of these documents, may authorize the end of the employee's probationary period by the execution of a Personnel Action Form. The employee shall only then be advanced to regular status upon completion of the probationary period.
- 9.6 Unsuccessful Probation Period. If a probationary employee's initial probation period has not been satisfactory, it shall be so stated in a Personnel Action Form. The City Manager, by signing the Personnel Action Form, may authorize the dismissal of the employee. A probationary employee may be dismissed at any time without cause and without the right of appeal or grievance unless otherwise required by law. Notification of dismissal shall be in writing and shall be given to the probationary employee prior to the dismissal unless otherwise required by law.
- 9.7 Probation Following Layoff. Employees laid off while on probation must serve a new probationary period upon reemployment.
- 9.8 Voluntary Probation. By mutual written agreement between the City and the employee, approved by AFSCME in writing, a new or additional probationary period may be established for any employee. Such agreement shall not be effective without AFSCME approval.

ARTICLE 10 EMPLOYEE LAYOFF PROCEDURES

- 10.1 Purpose for Layoffs. For reasons of economy, of efficiency, or in the interest or mandate of the public, reductions or curtailments of the City services may be required. Whenever, in the judgment of the City Council, it becomes necessary, the City Council may abolish any position or employment and the employee holding such position or employment may be laid off.
- 10.2 Bargaining Unit Notification. When a layoff is to occur, the City will notify the designated bargaining unit representative at least sixty (60) calendar days prior to the effective date of layoff. It is understood that, during this period, bargaining unit representatives may submit recommendations regarding layoff alternatives, such as reductions in hours, freezing merit pay increases or other similar programs which will result in a reduction of the City's labor costs.

The notice provided to the bargaining unit representative shall contain reason(s) for the reduction, a listing of departments that are affected, the specific City classifications and numbers within each classification that shall be reduced, and opportunities for placement of affected employees.

The bargaining unit representative shall respond to the City within fifteen (15) days following notice. Should the City and the bargaining unit representative not agree to an alternative to the proposed layoff within this period, the City may proceed to provide a minimum thirty (30) calendar day layoff notice to the affected employees.

- 10.3 Order of Layoff. Layoff shall be made by classification within the Department. The order of layoff within classification shall be as follows:

- 1) Temporary (as-needed) employees
- 2) Probationary employees
- 3) Individual independent contractors performing the work of the affected classification
- 4) Regular employees as defined in section 10.4 below.

- 10.4 Layoff and Seniority. Affected regular employees shall be laid off in inverse order of seniority. Seniority for regular employees is defined as the length of current continuous permanent service within the employee's classification in the same City department. Seniority shall be retained, but shall not accrue, during any period of authorized leave of absence (as defined in 12.5).

- 10.5 Layoff Notice. A written layoff notice shall be sent to the employee at least thirty (30) calendar days prior to the effective date of the layoff. The notice will inform the employee of the following:

- 1) The reason for the layoff
- 2) The effective date of the layoff
- 3) The opportunity to meet with a City representative
- 4) The conditions governing reemployment
- 5) Unemployment Insurance

The layoff notice described above shall not preclude the City from holding individual or group meetings with affected employees to explain the layoff process and employee rights and responsibilities. The bargaining unit representative will be notified three (3) business days prior to any such meetings. The bargaining unit representative will notify the City of any representative or designee that will be present at such meetings.

- 10.6 Reassignment. A laid off employee shall have reassignment (bumping) rights, based on seniority as defined above, to the most recent, previously held classification in which the employee held permanent status, provided the employee meets the current bona fide occupational qualifications (BFOQ's) for the position, and the employee has held permanent status in the position within the last five (5) years. Employees must exercise these rights by notifying Human Resources, in writing, within seven (7) calendar days after receiving written notification of the layoff. For purposes of this section, BFOQ's shall mean the skills, knowledge and abilities required to perform successfully the duties of the affected position.

- 10.7 Reinstatement List. In the event of layoff, permanent employees shall be placed on a reinstatement list for the classification from which laid off for up to one (1) year. Placement on the reinstatement list shall be in order of seniority.

An employee who is about to be laid off may apply promotionally for any vacant position for which he/she qualifies. An employee who is laid off, or who voluntarily resigns or retires in good standing, may be reinstated for a period up to 36 months. An employee who is reinstated into a new position other than his/her last position shall serve an initial probationary period as specified in Section 9.3

ARTICLE 11
CONDUCT AND DISCIPLINE

- 11.1 Standards of Conduct. It is expected that all City employees shall render the best possible service and reflect credit on the City, and therefore high standards of conduct are essential.
- 11.2 Improper Employee Conduct. Improper conduct may be cause for disciplinary action up to and including termination of employment. The term "improper conduct" means not only any improper action by an employee in the employee's official capacity, but also conduct by an employee not connected with the employee's official duties that affects the employee's ability to perform official duties, and any improper use of the position as an employee for personal advantage. In addition, improper conduct includes, but is not limited to, the following:
- 11.2.1 Using, possessing, dealing, distributing, or being under the influence of intoxicating beverages, alcohol, controlled substances, unlawful drugs, or prescribed medication which impairs the employee's ability to perform his/her work; unprescribed medication, narcotics or unlawful drugs while on duty or at work locations, or reporting to work or operating City vehicles, equipment or performing his/her duties under the influence of alcohol, controlled substances, or any unlawful or unprescribed drugs. Notwithstanding the above, an employee may have in his/her possession a medication for which he/she holds a valid prescription
 - 11.2.2 Violation of any Federal, State, or local law directly impacting the employee's fitness for employment.
 - 11.2.3 Unauthorized sleeping while on duty.
 - 11.2.4 Disorderly conduct: fighting, threatening, attempting to inflict bodily injury on another; engaging in dangerous horseplay.
 - 11.2.5 Failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from an authorized supervisor or City management official.
 - 11.2.6 Inefficiency, incompetence, carelessness, or negligence in performance of duties.
 - 11.2.7 Sexual harassment or other unlawful harassment of another employee or member of the public.
 - 11.2.8 Chronic or excessive absenteeism, whether excused or unexcused, or inconsistent attendance.
 - 11.2.9 Rude or discourteous treatment of other employees or the public.
 - 11.2.10 Dishonesty.
 - 11.2.11 Political activity in violation of the law.
 - 11.2.12 Gambling or promotion of gambling on City premises or while on duty.
 - 11.2.13 Endangering the safety or causing injury to any employee including himself/herself or the public.
 - 11.2.14 Unauthorized disclosure of confidential information as defined by law or by written directive of the City or respective department.
 - 11.2.15 Using the position for financial gain; using the position to solicit work for private business or personal acquaintance or solicitation of work for private business or personal acquaintance while on duty or in uniform.
 - 11.2.16 Failure to perform duties; insubordination.
 - 11.2.17 Inattention to duty, tardiness, carelessness or negligence in the care and handling of City property.
 - 11.2.18 Loss or misuse of City funds.

- 11.2.19 Covering up or attempting to conceal defective work, removing or destroying same without permission.
 - 11.2.20 Improper or unauthorized use of City vehicles or equipment or misappropriation of supplies.
 - 11.2.21 Damage to public property or waste of public supplies through misconduct or negligence.
 - 11.2.22 Misuse of sick leave, including using sick leave under false pretenses.
 - 11.2.23 Furnishing false information to secure appointment, or falsification of time cards or other records and reports.
 - 11.2.24 Absence from duty without authorized leave, failure to report after leave of absence has expired or after such leave of absence has been disapproved, revoked, or canceled.
 - 11.2.25 Violation of the provisions of these rules and regulations, departmental rules and policies, or any written policies that may be prescribed by the City.
 - 11.2.26 Acceptance by an employee of any bribe, gratuity, kickback, or other item of value when such is given in the hope or expectation of receiving preferential treatment.
 - 11.2.27 Outside work that creates a conflict of interest with City work, or detracts from the efficiency of the employee in the effective performance of City functions.
 - 11.2.28 Failure to obtain or maintain necessary qualification, certificate, or license, which is required as a condition of employment.
 - 11.2.29 Possession of an unsafe driving record for those employees required to operate City vehicles.
 - 11.2.30 Conduct which discredits the City or City personnel.
 - 11.2.31 Or other just cause.
- 11.3 Disciplinary Action. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees.
- 11.3.1 Types of Discipline. Discipline may be initiated for various reasons, including, but not limited to, violations of City work rules, insubordination or poor job performance. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.
- The normal progressive discipline procedure consists of:
- 11.3.1.1 Verbal Counseling: An opportunity to communicate in a non-disciplinary fashion that a problem is perceived and that the supervisor is available to help solve it. (Not appealable)
 - 11.3.1.2 Verbal Reprimand: To communicate to the employee that a repeat action may result in more serious disciplinary action. (Not appealable)
 - 11.3.1.3 Written Reprimand: A written communication to the employee that the same or related offense has been committed. A copy of this warning is given to the employee and one copy is filed in the employee's personnel file. Employee may submit a written response within ten (10) working days. The employee's response will be attached to the written reprimand and is not appealable.

- 11.3.1.4 Suspension: Temporary removal of an employee from his/her duties without pay for misconduct. Employees may be suspended on the spot when there is a clear threat to the safety of other employees or the public. (Managers must notify the Personnel Director when instituting an on-the-spot suspension as soon as it is practical.)
- 11.3.1.5 Demotion: This step involves either the reduction in pay step or reduction in class.
- 11.3.1.6 Dismissal: The final step in the disciplinary process.
- 11.3.2 Order of Discipline. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The City reserves the right to deviate from this policy when it feels that circumstances warrant such a deviation. The City Manager or designee is vested with the authority to determine the appropriate course of action.
- 11.3.3 Most Severe Discipline. Further steps in the discipline involving suspension, demotion or dismissal should not be taken without consulting the department head and the Personnel Director.
- 11.3.4 Discipline and Probation. An employee serving any probationary period may be discharged without application of the disciplinary process and with no rights of appeal.
- 11.3.5 Non-Consideration of Outdated Negative Materials. Except for materials related to sustained appealable disciplinary action, in considering any current disciplinary action, the supervisor or department head shall not consider or be influenced by any negative materials in an employee's personnel file if such materials were prepared prior to the employee's most recent performance evaluation, unless the materials were made a part of a personnel evaluation and attached to it. Any materials prepared subsequent to the most recent personnel evaluation are not affected by this provision.
- 11.3.6 Suspension, Demotion, Dismissal. Subject to the Hearings and Appeals Procedures specified in Section 11.4.2 the City may:
- 11.3.6.1 Impose a suspension without pay upon an employee when, in his/her judgment, such action will best serve the interests of the City. Such suspension shall, however, not exceed a period of thirty (30) working days except that if the suspension is imposed because of an employee's trial by a court of law, the suspension may extend to such time as that court has rendered its decision.
- Suspension of less than two (2) days is subject to appeal to the City Manager or City Manager designee mutually agreeable to employee and City Manager within five (5) working days. The City Manager or designee will render a decision within thirty (30) calendar days and said decision shall be final. The employee may respond in writing within ten (10) working days and have the response attached to the notice of suspension.
- 11.3.6.2 Demote a regular employee to a position in a lower class with an appropriate reduction in pay or a reduction in pay step, for reasons including, but not limited to, unsatisfactory performance.

11.3.6.3 Dismiss for cause any regular employee.

11.3.6.4 Only discipline involving suspension, demotion, or dismissal is subject to an appeal.

11.4 Hearings, Appeals and Grievances.

11.4.1 Pre-Discipline Meeting Procedures.

11.4.1.1 Prior to undertaking any of the personnel actions set forth in Section 11, the department head, or designee shall first provide the employee with a written specification of reasons for the proposed action and all documents relied on to support the action being taken. The statement shall either be delivered personally to the employee or sent by Certified Mail, Return Receipt Requested, and shall notify the employee of his/her right to request a meeting with the department head. The employee may, accordingly, request a meeting to determine if there is cause for the proposed personnel action. A request for a meeting must be in writing and must be delivered to the department head on or before five (5) working days after the employee's receipt of notice of intended action.

11.4.1.2 Upon receipt of the Request for Meeting, the department head shall notify the employee of the time and place for a meeting to be held not later than ten (10) working days after receipt of the request therefore. The employee shall be entitled to be present at such meeting together with an attorney and/or designed representative. The meeting is to be conducted by the department head or designee and shall provide the employee with the opportunity to refute, explain, or otherwise address the proposed statement of charges. All decisions of the department head or designee shall be rendered within ten (10) working days after conclusion of the meeting, and shall be final unless timely appealed by the employee as provided in the section entitled, "Appeals Procedures."

11.4.2 Appeals Procedures.

11.4.2.1 Any regular employee subjected to any disciplinary action set forth herein (suspension, demotion, or dismissal) may appeal any decision of the department head or designee by filing a written Notice of Appeal with the City Manager or designee within five (5) working days after his/her receipt of the decision. The employee's appeal shall be heard by an impartial hearing officer selected in a manner mutually agreeable to the City Manager and the employee; if no agreement is reached the hearing officer shall be selected from a list of advisory arbitrators from the California State Mediation Conciliation Service or from a list agreed to between the City Manager and the employee.

11.4.2.2 The employee may be represented by his/her Association/Union representative, any other regular employee of the City; or his/her attorney.

11.4.2.3 The Hearing Officer shall issue subpoenas to compel the attendance of witnesses, if such be necessary at the request of either party.

- 11.4.2.4 The hearing shall be recorded by a certified shorthand reporter. Expenses for such recording services shall be borne equally by the City and the Union, provided, however, that each party shall be responsible for any specialized or extraordinary services they might individually request.
- 11.4.2.5 The expenses for the hearing officer shall be borne equally by the City and Union, and each party shall be responsible for expenses they incur.
- 11.4.2.6 After the close of the hearing the Hearing Officer shall prepare written findings of fact and conclusions of law based on the evidence presented at the hearing, and shall present his/her findings to the City Manager and the employee within thirty (30) calendar days. In rendering a recommendation, the Hearing Officer shall be limited to the express terms of this document and shall not have the power to modify, amend, or delete any terms or provisions of this document. Failure of either party to insist upon compliance with any provision of this document at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.
- 11.4.2.7 At the hearing, both the appealing employee and the City shall have the right to be heard and to present evidence.
- 11.4.2.8 Oral evidence shall be taken only on oath or affirmation.
- 11.4.2.9 Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issue even though the matter was not covered in the direct examination, to impeach any witness regardless of which party first called him/her to testify, and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.
- 11.4.2.10 The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
- 11.4.2.11 The City Manager or designee may, if he/she deems appropriate, review the Hearing Officer's recommendation but shall not be bound thereby. If the City Manager makes a decision not to follow the Hearing Officer's recommendation, the City Manager shall notify the employee in writing of that decision, and the employee shall have the right to schedule a meeting with the City Manager to persuade the City Manager to following the Hearing Officer's recommendations. The employee must submit a written request to

meet with the City Manager within five (5) working days of receipt of the City Manager's decision. The City Manager shall render a decision in writing within ten (10) working days of the meeting or ten (10) working days of the opportunity to meet. The City Manager's decision shall be final and binding, subject only to review by the courts under the procedures set forth in Code of Civil Procedure §1094.5 (writ of mandate).

ARTICLE 12 ATTENDANCE AND LEAVES

- 12.1 Attendance at Work; Absence without Leave. Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported to the Finance Director in the form and on the dates they shall specify. Failure on the part of an employee, absent without leave, to return to duty within forty-eight (48) hours after a due notice to return to work has been delivered shall be cause for immediate dismissal. A certified letter mailed by U.S. mail to the employee's last known address without regard to whether delivery is accepted, combined with a letter by ordinary mail, first class postage prepaid thereon, shall constitute reasonable notice. This requires both methods of mailing.
- 12.2 Automatic Resignation. Absence without leave, whether voluntary or involuntary, for five (5) consecutive working days, is an automatic resignation from City employment, as of the last date on which the employee worked. Any employee who fails to report for work within forty-eight (48) hours after delivery of a notice as specified in Section 12.1, who by the expiration of the forty-eight (48) hours has missed or will have missed five (5) or more consecutive working days, shall also be deemed to have resigned from City employment, as of the last date on which the employee worked. Upon a determination by the department head or Personnel Officer that such an absence has occurred, and that the employee has resigned, notice of the deemed automatic resignation and of the employee's right to request reinstatement for good cause must be submitted in writing within five (5) working days of the city's notice to the employee of said automatic resignation, which shall be sent by ordinary first class mail, postage prepaid thereon, or by certified mail, or both, to the employee at his or her last known address. An employee who has been deemed to have automatically resigned in accordance with the terms of this Section shall have fifteen (15) days after the date of mailing of such notice within which to request reinstatement. Any request for reinstatement must be made in writing and must be received by the City within fifteen (15) days of the date of mailing of the notice. Request for reinstatement may be made within ninety (90) days after the effective date of the deemed resignation if the notice specified above was not sent to the employee in the manner specified in this Section. Reinstatement shall be granted only if the employee makes a satisfactory explanation to the department head as to the cause of his or her absence and as to the reason for his or her failure to obtain leave therefore. Evidence that the employee reasonably believed leave had been granted shall justify reinstatement. The department head, to order reinstatement, shall find that the employee is ready, able and willing to resume the discharge of the duties of the employee's former position or, if not then able to immediately resume such duties, the department head may consent to a leave of absence to commence upon reinstatement. An employee so reinstated shall not be paid salary for the period of his or her absence or separation or any portion thereof. Denial of reinstatement shall be subject to appeal under the procedures specified in Section 11.4.2. In determining the employee's rights under all the circumstances, the City Manager or hearing officer shall be guided by Government Code §19996.2 and case law related thereto, including, Phillips v. California State Personnel Board (1986) 184 Cal. App. 3d 651, 229 Cal. Rptr. 502, and in such appeal the City shall have the burden to establish that the absence was in fact unauthorized and that the department head reasonably believed the employee had abandoned his or her employment.

- 12.3 Hours of Work. Daily hours of work (or shifts) for employees within departments shall be assigned by department heads as required to meet the operational requirements of said department. Any foreseeable absence or deviation from regularly scheduled working hours desired by an employee shall be cleared in advance through the employee's department head, and such absences shall be noted on the employee's time sheet.

Unless otherwise authorized by the City Manager, the City offices shall be kept open for regular business on all days of the year except Saturday, Sunday and holidays approved by Council. Employees for whom necessity requires a different regular work schedule than that generally applied, shall work according to a work schedule approved by the employee's department head.

- 12.4 Work Week. The work week shall consist of forty (40) hours of work within a period of seven (7) consecutive days beginning at 12:01 a.m. Sunday and ending at Midnight the following Saturday.

12.4.1 Work Scheduling; Shift Selection

- 12.4.1.1 Work Schedule – The dispatch work schedule will be based upon a 3/12 or 4/10 plan or as modified due to the operational needs of the department. The twelve-hour shifts shall be scheduled as 0600 to 1800 (a.m.) and 1800 to 0600 (p.m.), with the provision that the start/end time for the a.m. shift can fluctuate within two hours and the start/end time for the p.m. shift can fluctuate within four hours, depending on operational needs.

- 12.4.1.2 Longevity Pool – A longevity pool shall be established which shall give experienced unit members (within their own department, division or unit as appropriate) on the basis of seniority, priority in shift selection. In order to be placed in the longevity pool an employee must have been employed by his/her department in the same classification for at least three (3) years.

In the Dispatch Department, a Police Dispatcher Trainer or Police Dispatcher II will be assigned to each shift/watch. A probationary employee may not serve as Dispatch Trainer. Employees shall meet the department requirements for Dispatch Trainers.

- 12.4.1.3 Shift Selection by Seniority – Based on the operational needs of the Departments, AFSCME agrees to support shift scheduling by seniority within the longevity pool whereby after two consecutive rotations the unit members (within their department, division, or unit as appropriate) by seniority, will select another shift. Following two (2) consecutive rotations, unit members may, for one additional shift, elect to enter into a personal trade for shift scheduling. Thereafter, following three (3) consecutive rotations, unit members who wish to enter into trades to remain on a particular shift must have the advanced approval of the unit member's department or division Supervisor. Unit members who have not been placed in the longevity pool may not trade shifts. Any shift trade may be rejected for substantial performance reasons, which shall be communicated in writing to the affected employee.

The departments will post shift assignments for sign-up thirty (30) days prior to the shift with assignments to be finalized ten (10) days prior to the shift starting. Unit members not selecting shifts within the sign-up period will have shifts assigned by the unit member's department or division Supervisor. Shift rotation will be based on four (4) month tours: January-April, May-August, September-December or other rotations as assigned.

- 12.5 Leave of Absence. The City Manager, with the concurrence of the affected department head, may grant a regular employee a leave of absence for a period not to exceed one year. No such leave shall be granted except upon written request of the employee setting forth the reason for the request. Approval shall be in writing.

Upon expiration of an approved leave, the employee shall be reinstated in the position held at the time leave was granted, subject to the conditions of the leave or as provided by State and/or Federal laws. Failure on the part of an employee on leave to report promptly at its expiration shall be cause for dismissal. The depositing in the U.S. mail of a certified letter, addressed to the employee's last known place of address shall be reasonable notice of dismissal for failure to return to work. Any employee dismissed under these provisions may apply for reinstatement within the time specified and under the procedure specified in Section 12.2.

Such a leave shall generally be without pay, provided that the City Manager shall have discretion to grant pay for the first fifteen (15) consecutive work days. Any employee on an approved leave of absence shall receive no vacation benefits and no sick leave after fifteen (15) consecutive work days. City contributions to retirement, health and medical plans shall be suspended until the employee is reinstated. An employee who is on leave of absence shall be responsible for reimbursing the City for any payroll deductions that the employee has authorized. An employee reinstated after a leave of absence shall receive the same step in the salary range the employee received when the leave of absence began. Time spent on such leave shall not count towards service for increases within the salary range or benefit accruals. The employee's merit review date shall be set forward in time one month for each thirty (30) consecutive calendar days taken. The employee shall retain accumulated vacation credits, sick leave credits, and other similar credits; however, such credits or seniority shall not accrue to a person granted such leave during the period of absence. When an employee is granted a leave of absence without pay, the City shall discontinue payment of medical, health and other similar insurance premiums for the employee and dependents. At the time the employee requests a leave of absence, the employee may pre-pay the insurance premiums by depositing funds with the Finance Department prior to the expiration of coverage, provided that such a continuation of coverage is authorized by the City's contract for medical insurance.

- 12.6 Military Duty. Military leave of absence shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the department head an opportunity, within the limits of military regulations, to determine when such leave shall be taken. Compensation for such purposes shall not exceed thirty (30) days in any one (1) fiscal year.

12.7 Vacation Leave.

12.7.1 Vacations. All employees shall accrue vacation credits according to the following schedule:

	<u>Hrs./Pay Period</u>	<u>Hrs./Year</u>
Less than 2 years employment	3.69	96
2 years to 5 years	4.62	120
6 years to 9 years	5.54	144
10 years to 14 years	6.46	168
15 years or more	8.31	216

12.7.2 Vacation Accumulation. Employees are encouraged to use their accrued vacation time annually. Earned vacation credits shall be accumulated. Employees may, however, carry over unused vacation credits to succeeding calendar years. Except upon written approval by the City Manager, accumulated vacation credits shall not exceed the employee's two (2) year

maximum rate of accrual. Excess hours are calculated approximately December 1 of each year and paid during December.

Upon a four (4) week prior written request, one (1) time per calendar year, each employee may receive pay for up to one-half (1/2) of the employee's annual accrual rate for unused vacation time; provided, however, that a minimum of at least once per calendar year, fifty-six (56) hours of vacation leave is taken off of which forty (40) hours of vacation leave must be taken off consecutively which guarantees a minimum of one work week off. Such time may be used in conjunction with holidays. The City Manager may approve exceptions to this provision based on extenuating circumstances.

- 12.7.3 Holidays or Illness within Vacation Period. Holidays falling within the vacation period shall not be considered as part of the employee's vacation and shall not be charged against vacation credits. Illness during a vacation period shall not be considered as sick leave, unless confirmed by a physician's statement and approved by the Personnel Officer.
- 12.7.4 Vacation Credits When Employment Terminates. Upon termination of employment, an employee shall be paid for unused vacation credits.
- 12.7.5 Effect of Absence on Vacation Crediting. Absence due to sick leave or other approved leaves of absences will not affect computations for vacation credits unless such absences exceed one (1) month, in which case the time of any unpaid absence shall be excluded from computation.
- 12.8 Discretionary Time Off. The City Manager may grant discretionary time off to any City employee in unique situations where actions of the employee are over and above the call of duty and clearly merit such consideration.
- 12.9 Compensatory Time. Any employee who is a member of the bargaining unit represented by AFSCME shall be authorized to accumulate, to the extent allowed by the Fair Labor Standards Act, up to eighty (80) hours of compensatory time, which shall be credited at the rate of one and one-half hours of "comp" time for all over-time hours worked. The accumulation of such hours shall be at the discretion of the employee, who shall have the right to elect whether to accept compensation or compensatory time off. If an employee has more than eighty (80) hours of "comp" time on the books, over-time work shall be paid. Each November, unless requested otherwise in writing by the employee, all unused "comp" time on the City's records shall be cashed out by separate check. Only if the time is carried over beyond the current pay period, shall time and one-half computation occur. The Federal Fair Labor Standards Act intends that hours accumulated as compensatory time off shall actually be used, and shall not be accumulated for later pay. The City recognizes the vested nature of such accumulated hours. The use of compensatory time off shall be taken by the employee, if the employee so elects, only at a time satisfactory to the department head.

The City and AFSCME agree that, in the event the City and the Police Officers' Association agree to the elimination of compensatory time, all accumulation and use of compensatory time will be discontinued, accumulated compensatory time will be paid off at the rate of time and one half the employee's current salary rate and thereafter overtime pay will be used instead.

12.10 Holidays and Other Paid Time Off. Employees not assigned to work shift schedules shall receive the following paid holidays:

- A. January 1 (New Year's Day)
- B. Third Monday in February (Presidents Day)
- C. Last Monday in May (Memorial Day)
- D. July 4 (Independence Day)
- E. First Monday in September (Labor Day)
- F. November 11 (Veterans Day)
- G. Fourth Thursday in November (Thanksgiving Day)
- H. Friday following Thanksgiving Day
- I. December 25 (Christmas Day)
- J. In addition, except for 12-hour employees, float hours shall be credited to the employee's float bank each pay period to bring the total combined hours of the above holidays and float time to 144 per year. If an employee requests that float hours be taken on Martin Luther King Day or Cinco de Mayo, it shall be approved unless adequate staffing for departmental operations would be threatened by such approval.
- K. For 12-hour employees, float hours shall be credited to the employee's float bank at the rate of 12 hours on January 1, July 1 and September 1 to equal the combined total hours of the above holidays and float time to 144 per year. If an employee requests that float hours be taken on Martin Luther King Day or Cinco de Mayo, it shall be approved unless adequate staffing for departmental operations would be threatened by such approval.
- L. Any day declared to be a holiday by proclamation of the Mayor.

12.10.1 Holidays on Weekend Days. Holidays falling on Sunday will be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday. For employees working the 4-10 schedule, holidays which fall on a Friday will be observed on the preceding Thursday.

12.10.2 Holidays - Time Off or Extra Pay - Generally. Employees not assigned to work shift schedules shall be allowed time off with pay for one work shift at the employee's straight time hourly rate for any holiday provided in Memorandum of Understanding unless required by the department head or City Manager to work in order to maintain City services. Employees required to work shall be compensated per Section 12.10.6, as appropriate.

12.10.3 Holiday Compensation for Shift Work Employees. Employees that are assigned to a shift schedule that does not allow holiday time off shall receive compensation for the holiday in the following manner:

- a. When the holiday falls outside the employee's scheduled shift, the employee shall receive holiday pay for one (1) full shift or the equivalent time off. In the event an employee chooses to take the equivalent time off, such time off shall be administered in the same manner as a floating holiday under section 12.10.7 of this Agreement.
- b. When the holiday falls fully or partially within the employee's scheduled work shift the employee shall receive holiday pay for one full shift plus time and one-half their regular rate of pay for all hours worked during the holiday, provided that the employee shall receive no less than four hours pay, at the rate of time and one half, for the hours worked.

12.10.4 Reasonable Notice on Change of Shift and Requests for Time Off. The immediate supervisor may change the work schedules for shift work employees whenever needed for

coverage or other department needs. Whenever such a change is made to an employee's work schedule on a non-emergency basis, the affected employee shall be provided with reasonable notice of (7) seven calendar days. In the event the (7) seven day's notice is not given, the employee shall receive two hours pay at the rate of time and one half their regular salary rate, or the equivalent time off. For purposes of this paragraph, emergency shall include circumstances such as increased calls for service or disaster alert, but shall not include substitution for last minute illness.

All employees shall request vacation or other non-emergency time off at least 14 calendar days in advance. The employee shall be notified of the approval or disapproval of the time in writing according to the following schedule: requests received one calendar quarter in advance shall be approved or disapproved within 7 calendar days; requests received two calendar quarters in advance shall be approved or disapproved within 14 calendar days; requests received three calendar quarters in advance shall be approved or disapproved within 14 calendar days; requests received four calendar quarters in advance shall be approved or disapproved within 30 calendar days. Requests that are not responded to within these timelines may be resubmitted to the next higher supervisor for immediate action.

- 12.10.5 Other Employees. Employees not working shift schedules, who are required to work and do so on a recognized holiday (other than the "floating" holiday) shall receive compensation at one and one half (1-1/2) times the employee's hourly rate for the hours so worked.
- 12.10.6 Floating Holiday Waiver. Each floating holiday must be taken or cashed out within a twelve (12) month period after which it accrues, or upon reaching the cap for 8-hour and 10-hour employees, unless written approval to defer it for a limited time is granted by the department head. Any floating holiday or float hours not so taken is/are deemed to be waived by the employee.
- 12.10.7 Jury Duty. An employee summoned to and serving on jury duty shall submit evidence of the Summons to the department head. The employee may be absent from duty with pay for time required to be away from the employee's regularly scheduled work hours. An employee who is released by the court from jury duty on any regularly scheduled work day shall return to work to complete any remaining portion of regularly scheduled work hours unless otherwise excused by the department head. The employee shall be entitled to retain juror fees as reimbursement for expenses associated with jury duty. Employees working rotational shifts such as swing or grave, who are summoned for jury duty, shall request an exemption from or a postponement of such jury duty. If that request is denied, the City, the department, and the employees association shall join in efforts to obtain the exemption or postponement. If the request is still denied, the situation will be addressed on a case-by-case basis. Those employees who work shifts slightly off the normal jury duty scheduled will have their shifts adjusted to match that of jury duty.
- A. Fatigue Time: Shift employees will have a maximum of six (6) hours to rest between Court-documented time of being excused from jury duty and when they must report to work. If any of those hours include their regular work schedule, they shall be paid as if they worked that time.
- B. Court Overtime: When employees are compelled to attend court outside of their regular work schedule for reasons related to City business, they shall be paid at the overtime rate for all hours worked that exceed forty (40) hours per week as per the Fair Labor Standards Act, except in those cases where the employee is a plaintiff or petitioner in the lawsuit.

12.10.8 Bereavement Leave. An employee is entitled to a leave of absence on account of the death of a member of his/her immediate family, not to exceed three (3) days. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other provisions of this Agreement.

- A. An employee's immediate family shall consist of the employee's spouse/registered domestic partner, children, the employee's or spouse's/registered domestic partner's mother, father, brother, sister, grandparents, grandchildren and legal guardians. (Domestic partnership as defined by State law.)
- B. Employees may use up to three (3) days of sick leave due to the death of a family member not defined above.
- C. Additionally, employees may utilize sick leave or vacation leave if additional leave is needed due to the death of a family member as defined under Section a. above.

12.11 Sick Leave. An employee may use accrued sick leave for illness of the employee or physical incapacity of the employee due to illness or injury, or for physical examinations, including eyes, dentist appointments or other commonly accepted health related matters.

All regular full-time employees shall be credited with sick leave at the rate of 3.69 hours per pay period or major fraction thereof. An employee who is absent because of illness and seeks to use accrued sick leave may be required to state the reason for the absence on the approved form. If an absence because of illness or disability extends beyond three (3) consecutive workdays or the employee has had more than four (4) unverified sick days in a 12-month period, the employee may be required to submit a physician's written certification (release to return to work) to the department head before the employee is eligible to receive sick leave pay.

Observed holidays occurring during sick leave shall not be charged against an employee's accrued sick leave.

An employee may be required to take physical examinations at periodic intervals while on sick leave from a physician designated and paid for by the City.

In the event that an employee uses all the sick leave he/she has accrued, he/she then shall have the vacation days he/she has accrued deducted for each day he/she is absent due to illness. Vacation days shall continue to be deducted until the employee either returns to work or all of accrued vacation days are used. The employee may apply to receive a leave of absence without pay if the employee does not have any accrued vacation or sick days.

12.11.1 Sick Leave Accrual Limit, Payoff, and Cash-Out for Employees Hired On or Before June 30, 2014. Any unused portion of accumulated sick leave shall be carried over into the next calendar year; provided however, that an employee's accumulated sick leave may not exceed five hundred eighty (580) hours of unused sick leave. Further accumulation shall not be allowed. However, to encourage attendance at work and discourage the frivolous use of excess sick leave, employees with continuous employment of five (5) years or more shall receive a payment in cash of 25% of unused sick leave when they resign or retire. Employees with continuous employment over nine (9) years shall receive in cash 50% of the unused sick leave when they resign or retire. This compensation in cash shall be at straight time rate.

Upon four (4) weeks advance notice, one (1) time in any fiscal year, an employee is entitled upon request to payment for accumulated sick leave in excess of three hundred eighty (380) hours at the following rate:

<u>Continuous Service</u>	<u>Cash-Out Rate</u>
5 years	2 hours to 1 hour
10 years	1 hour to 1 hour

12.11.2 Sick Leave Conversion to Vacation Leave for Employees Hired On or Before June 30, 2014.

A. Employees with at least two (2) years' employment with the City may, at their option, convert accrued sick leave in excess of one hundred sixty (160) hours to vacation hours according to the following schedule:

<u>Continuous Employment</u>	<u>Sick Leave to Vacation Conversion</u>
2 years	4 hours to 1 hour
5 years	2 hours to 1 hour
10 years	1 hour to 1 hour

B. Employees may convert accrued, unused sick leave hours to PERS service credit upon retirement from the City

12.11.3 Sick Leave Accrual, Limit and Disposition for Employees Hired On or After July 1, 2014.

Employees may accrue unlimited sick leave hours without the ability to convert or cash out such leave. All accrued, unused sick leave may be converted to PERS service credit upon retirement from the City.

12.11.4 Effect of Absence on Sick Leave. Absence due to sick leave or other approved leave of absence will not affect computations of sick leave unless such absence exceeds one (1) month, in which case said absence shall be excluded from computation.

12.12 Family Illness Leave. If an employee requests leave to be absent from duty because of illness in the employee's immediate family, which requires the employee's attendance, the City Manager may approve use of the employee's accrued sick leave not to exceed the equivalent of one-half of the employee's annual sick leave accrual amount (i.e., 48 hours) per Labor Code 233. The immediate family is defined as mother, father, brother, sister, spouse/registered domestic partner, children, grandparents, grandchildren, in-laws and legal guardians, or any person bearing one of the same relationships to the employee's spouse or domestic partner as defined in Section 12.10.8 of this agreement.

12.13 Unauthorized Leave. Any employee who is absent from work without approved leave shall be subject to discipline, or may be deemed to have automatically resigned if the absence is for five (5) or more consecutive work days (Section 12.2).

12.14 Catastrophic Leave Donation. Circumstances may arise where an employee or the employee's immediate family may suffer an unforeseen event, which may have a catastrophic effect on the employee and/or the employee's family. Under such a circumstance the employee may request leave donation from fellow employees under the following procedures:

12.14.1 Employee's Own Personal Extended Illness. An employee who is suffering from a serious illness or a serious accident may have sick leave and vacation leave donated to cover the difference between payments received from disability insurance and the employee's full salary, and to cover the cost of any insurance plan provided by the City.

- 12.14.2 Serious Illness or Injury of a Member of the Employee's Immediate Family. An employee whose immediate family member is suffering from a serious illness or injury may have leave donated to provide him/her time off from work to care for that family member. Said donated leave will be used to continue the employee on payroll until said leave is exhausted.
- 12.14.3 Leave Donation Eligibility Procedures.
- 12.14.3.1 The employee seeking leave donation must have exhausted all available leave, sick leave, vacation leave and compensatory leave.
- 12.14.3.2 The employee must submit a request for leave donation to the Personnel Department for review and approval of the City Manager. The employee will be required to provide medical documentation for the need of this leave donation.
- 12.14.4 Leave Donation Procedure.
- 12.14.4.1 The donation of leave is voluntary and is irrevocable once donated.
- 12.14.4.2 Employees wishing to donate leave will submit to the Personnel Department an authorization for transfer of leave form.
- 12.14.4.3 Employees may donate accrued sick leave in excess of 96 hours with a maximum donation of eight (8) hours of sick leave.
- 12.14.4.4 Employee may donate a maximum of eight (8) hours of accrued vacation leave.
- 12.14.4.5 The donated leave will be put in to a "Catastrophic Leave" account and can only be used to continue an employee on payroll who is caring for a member of the employee's immediate family or to cover the difference between the payments received from the disability insurance company and the employee's full salary and to cover the cost of insurance offered by the City for those persons suffering from a personal illness for which the leave was donated.
- 12.14.4.6 Donated leave will be credited to the "Catastrophic Leave" account on an hour-for-hour basis (i.e., 10 hours donated becomes 10 hours of sick leave at the receiving employee's rate of pay). In no case shall the total amount of leave donated exceed eight (8) hours of sick leave and eight (8) hours vacation leave per donor.
- 12.14.4.7 Any time remaining in the employees "Catastrophic Leave" account upon return to work will be transferred to a "Catastrophic Leave Bank" for use by other employees who qualify under the provisions of this Article. The "Catastrophic Leave Bank" will have a cap of 320 hours. Any remaining leave in excess of 320 hours will be converted to a cash value and placed in a fund for an employees' program to be determined at a later date.
- 12.14.4.8 In no case will an employee be able to convert the donated leave to cash or be paid for any remaining balance of donated leave.

12.14.4.9 All donations will be maintained as confidential information.

12.14.5 The City and AFSCME agree that AFSCME will receive a quarterly accounting of the catastrophic leave bank hours.

12.15 Family/Medical Leave. The City has policies regarding Family/Medical Leave for employees. A copy of the City's current Family/Medical Leave policies is attached to this Agreement as Attachment "1." The City will provide a copy of these policies to new employees at the time of hire.

ARTICLE 13 GRIEVANCE PROCEDURES

13.1 Matters Subject to Grievance Procedures. A grievance is a complaint by an employee that the employee has been adversely affected due to a misinterpretation or misapplication of this Memorandum of Understanding. Any such complaint may be reviewed in accordance with this Article.

13.2 Informal Grievance Procedure. The employee shall initiate the grievance process by an informal meeting and discussion with his or her supervisor. Every effort shall be made to resolve a grievance through discussion between the employee, and/or the employee's designated representative, and the employee's immediate supervisor. If, after such discussion, the employee does not feel that the grievance has been satisfactorily resolved, the employee shall have the right to discuss the matter with the supervisor's superior, if any, within the department organization. Otherwise, the employee shall have the right to discuss the matter with the department head.

13.3 Formal Grievance Procedure. If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal grievance in writing to the department head within five (5) regularly scheduled working days after the occurrence of the incident giving rise to the grievance. The department head shall meet with the employee and/or the employee's designated representative within five (5) working days after the department head's receipt of the written grievance. The department head shall review the grievance and render a decision in writing and return it to the employee and/or the employee's designated representative within five (5) working days after meeting with the employee.

13.4 Appeal to the City Manager. If the employee does not agree with the decision reached by the department head, the employee may present an appeal in writing to the City Manager within five (5) working days after the employee's receipt of the department head's decision. The appeal shall be signed and delivered to the City Clerk who shall set a meeting within ten (10) working days with the City Manager and the employee and/or the employee's representative to discuss the grievance. Within seven (7) working days the City Manager shall deliver a copy of the decision to the employee and/or the employee's representative and the department head. The decision of the City Manager shall be final, and shall not be appealable to the City Council.

13.5 Extension of Time Limitations. All time limitations mentioned in the Grievance Procedure may be extended by mutual written agreement between the City and the employee. Any failure by the City to act within the time limits set forth in this Article shall give the Union the option to advance the grievance to the next level of the grievance procedure.

ARTICLE 14
EMPLOYEE REPORTS AND RECORDS

- 14.1 Personnel File. The Personnel Officer shall maintain a personnel file for each employee of the City. Employees have the right to inspect the contents of their respective personnel files during a scheduled appointment.
- 14.2 Disclosure of Information. No information shall be disclosed from the personnel file of an employee other than the employee's job title, work location, work phone number, salary verification (with written employee authorization only) and departmental assignment, to any person other than the City Manager, City Attorney or their designated representatives. An employee may request or authorize the disclosure of other information from his or her file by written authorization. Nothing herein shall preclude the use of any information in an employee's personnel file in any phase of a disciplinary or probationary action. The City shall not be prevented from releasing other information under subpoena or under the Public Records Act when a proper request therefore is submitted, if the City Attorney advises that the requested information must be released.

ARTICLE 15
EDUCATIONAL INCENTIVE

The City shall adopt procedures under which an employee may be reimbursed for educational assistance in an amount not to exceed \$1,200 in any one fiscal year with a lifetime total accumulation of such assistance not to exceed \$6,000. Reimbursement shall be based upon the City reimbursing to the employee 80% of the reasonably incurred cost of education, including tuition, fees and books.

Education covered by this provision must be job related and taken at a licensed public or private school or college, or a recognized training program leading to a job or professional certification, and shall include both academic and professional certification programs. Post-graduate programs (Master's degree programs or higher) are not covered without a determination that the program has a relationship to the job performed by the employee, or preparation for a promotional opportunity within the City's employment. Reimbursement shall be made at the conclusion of a course, upon presentation of evidence of satisfactory completion thereof (grade "C" or better, certificate of completion,), department head review and approval of the Assistant City Manager.

If an employee voluntarily resigns his/her employment with the City or is terminated for disciplinary reasons within six (6) months after receiving reimbursement under these provisions, employee shall reimburse the City for all monies paid him/her for educational reimbursement received dating back six (6) months from his/her termination date.

- 15.1 Education Loan. An employee who has reached his/her lifetime assistance of \$6,000 for tuition reimbursement and desires to continue his/her education may receive a loan from the City utilizing the accrued leave as collateral. In addition, the employee may request that the loan be issued to him/her interest-free and shall make such request in writing to the City Manager or his/her designee. The determination that the loan shall be issued to said employee interest-free shall be made upon presentation of evidence that such waiver serves an official city policy or directive, including but not limited to upgrading the educational level and training of the City's workforce and enhancing employee morale and loyalty. Said loan will be limited to formal education leading to a Bachelor degree or Masters' degree. Certificate programs are not eligible for the loan program.

ARTICLE 16
FRINGE BENEFITS

- 16.1 Enrollment in Group Insurance Plans. All employees who are employed on a full-time basis (40 hours per week) shall be eligible to participate in such group insurance policies as are provided by the City. The City will pay all of the costs of an employee's coverage for medical insurance. Effective January 1, 2013 the City shall provide a cafeteria-type benefit program.
- 16.1.1 Medical Coverage. Effective January 1, 2013 the City shall bear the cost of medical insurance for employee with one dependent and employee with more than one dependent coverage so long as an employee's dependents are eligible under the terms of the policy or policies authorized from time to time by the City Council (to the same extent as the City bears the cost of coverage for the employee) and so long as the employee does not select the most expensive coverage available. The City's cost for medical insurance shall be capped at an amount equivalent to the second highest cost of coverage. In the event an employee selects the most expensive coverage, he or she shall be responsible for paying the difference between the cost of the most expensive coverage and the cost of the second most expensive coverage.
- 16.1.2 Ancillary Benefits (Dental, Vision and Short-Term Disability). The City shall offer dental, vision, short-term disability and other coverage that the employee may voluntarily purchase through payroll deduction. An employee may choose a less expensive medical plan and use the remaining balance to pay for dental, vision and/or short-term disability. Any unused funds shall remain with the City.
- 16.1.3 In-Lieu Payment. All employees represented by AFSCME will be requested to provide information on similar health insurance provided to or available to the employee and/or the employee's dependents through the employee's spouse or otherwise, to enable the City to determine the effect of such available double coverage on the City's total health care costs. Any employee who provides to the City evidence of insurance under a separate policy and requests to be deleted from the City's coverage shall receive \$250 per month for the duration of this MOU, as an in lieu payment. Should such other coverage subsequently be unavailable to the employee, the employee shall have the right to seek reinstatement to coverage under the City's policy upon written request. In such a case, the City shall reinstate the employee's coverage and cancel the in lieu payment if reinstatement is permitted under this MOU and under the provisions for reinstatement then in effect with the City's then-current health insurance provider.
- 16.1.4 Group Health Plan Continuation upon Retirement. Employees covered by this Agreement retiring from City employment and who qualify as an "annuitant" under Government Code section 22760 (retirement from the City within 120 days of separation from City employment) may participate in such group health insurance policies as are provided by the City under the following conditions:
- A. CalPERS Level One Employees: All unit members hired prior to November 25, 2012 shall be eligible for a City-paid contribution equivalent to the current amount given to active unit members.
- B. CalPERS Level Two/Classic and PEPR/Classic and PERS Members: The percentage of employer contribution payable for retirement health benefits for unit members hired on or after November 25, 2012 shall be based on the following table:

<u>Credit Years of Service with Cathedral City</u>	<u>Percentage of Employer Contribution</u>
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

As permitted by law, the City's health insurance policy shall become secondary to any applicable federal or state government health programs as soon as the retired employee becomes eligible for such program.

16.2 Public Employees Retirement System. All general unit employees of the City are automatically covered by the City's contract with the Public Employees Retirement System. Membership shall commence immediately upon employment.

A. Tier One Employees: The City provides the 2% @ 55 retirement benefit formula with single highest year compensation consideration for all unit members hired prior to November 25, 2012.

1. Commencing July 8, 2012 members shall contribute 3.5% Employer Paid Member Contribution (EPMC).
2. Commencing January 6, 2013 members shall contribute an additional 3.5% EPMC at which time there shall no longer be EPMC. Rather, employees shall make their full member contribution thereafter.

B. Tier Two/Classic Employees: Except as set forth in paragraph (c) below, the City provides the 2% @ 60 retirement benefit formula with three-year average compensation consideration for all unit members hired on or after November 25, 2012.

1. For all employees hired on or after November 25, 2012 who are Classic Members under PEPR, there shall no longer be EPMC. Rather, employees shall make their full member contribution, plus any other provisions implemented for Tier One employees.

C. New PERS Members: Any employee who is a "new member" as defined in Government Code Section 7522.04(f) will be placed in the defined benefit plan required by Government Code Section 7522.15.

16.3 Uniform and Equipment Allowances. Allowances or reimbursements relative to laundry, cleaning, maintenance and repair of uniforms and equipment shall be as follows:

16.3.1 Police Department. For non-sworn personnel who are required to wear a uniform on a daily basis, the City shall provide a standard \$75.00 per month uniform allowance. If a uniform is required for other personnel, but not on a daily basis, the City shall reimburse any employee so required to wear a uniform on occasion at the rate of \$30.00 per month. (Not applicable to Code Compliance personnel.)

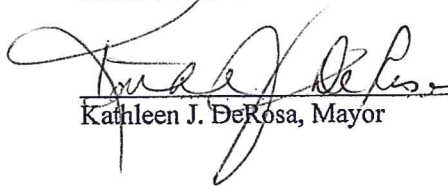
- 16.3.2 Public Works, Building Maintenance and Code Compliance Personnel. For any employee of the public works division or building maintenance section who is required to wear a uniform, the City shall provide eleven uniform sets at no cost to the employee and shall provide regular cleaning and repair service for such uniforms. Code compliance personnel will be given \$100.00 per month as a uniform and said uniform allowance is for the purchase, laundry, cleaning, maintenance and repair of uniforms and equipment.
- 16.4 Deferred Compensation. All employees covered by this Agreement shall be eligible to participate in the City's deferred compensation program, upon request. The City will match an equal contribution by the employee according to the following schedule, effective the first pay period following the designated date:
- A. Up to \$25.00 per pay period effective July 1, 2014.
 - B. Up to \$35.00 per pay period effective January 1, 2016
 - C. Up to \$46.15 per pay period effective January 1, 2017.
- 16.5 Short Term and Long Term Disability. All employees covered by this Agreement shall be included in the City's long term disability program providing partial coverage for disabling injuries and illnesses non-industrial in nature (not covered by workers' compensation). Effective January 1, 2013 employees may elect to purchase short term disability insurance offered by the City as a payroll deduction.
- 16.6 Wellness Program. Employees covered by this Agreement shall be permitted to participate in a Wellness Program intended to reduce job-related stress and improve general physical and mental health. The Wellness Program shall consist of, but not be limited to, a life-style evaluation and a personal diet and exercise program. The exercise program shall be structured to allow the employee to choose the type of activity, and to provide the City participation in the cost of the program on a 75/25 basis (75% for the City and 25% for the employee), but the City's participation shall not exceed \$400 per fiscal year.

ARTICLE 17 AGREEMENT ALL INCLUSIVE

The parties hereto acknowledge that they have engaged in extended negotiations of any and all issues either party has desired to have included in this Memorandum of Understanding. The parties recognize that, in the give and take of bargaining, some items sought by the employer have not been agreed upon, and some items sought by AFSCME have not been agreed upon. This Agreement constitutes a compromise upon which each party agrees. The parties agree that this Memorandum of Understanding is all-inclusive and that no other agreements, undertakings or understandings have been made outside of the specific terms of this Agreement relating to wages, hours or terms or conditions of employment of the employees covered by this Agreement, with the exception of duly negotiated and mutually agreed upon Letter(s) of Agreement. This Memorandum of Understanding may be reopened at any time upon mutual consent of both parties. All of the agreements of the parties are evidenced herein. The absence of reference to any topic shall be deemed as proof that no agreement was reached thereon, and any claim based thereon shall be null and void and of no effect. Each party has had every opportunity during the course of these negotiations to bring up any new or additional topics it desired to have considered as part of this Agreement, and, for the duration of this Agreement, no additional topics shall be added thereto, except upon specific mutual agreement of the parties evidenced in writing.

Pursuant to Government Code §3505.1, this MOU has been jointly prepared by the representatives of the City of Cathedral City and of AFSCME who agree that it shall be presented to the City Council of the City of Cathedral City for its consideration. We recognize that this MOU is not binding unless and until it has been approved by the City Council of the City of Cathedral City. Execution by the AFSCME representative evidences the General Employee Unit's ratification of the Agreement.

APPROVED BY THE CITY COUNCIL

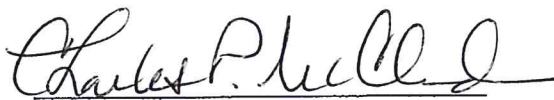

Kathleen J. DeRosa, Mayor

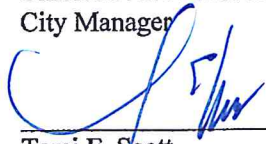
Executed this 2nd day of September, 2014.

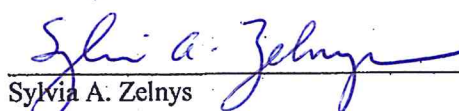
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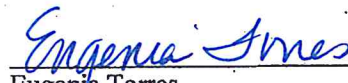

Gary Howell
City Clerk

CITY OF CATHEDRAL CITY


Charles P. McClendon
City Manager

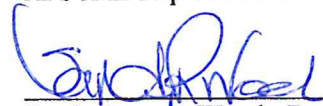

Tami E. Scott
Administrative Services Director

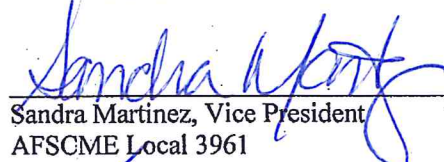

Sylvia A. Zelnys
Human Resources Manager

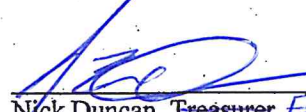

Eugenia Torres
Human Resources Coordinator

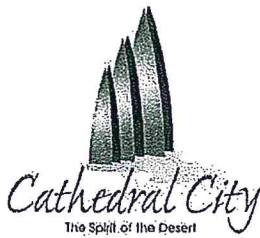
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES


Steve Koffroth
AFSCME Representative


Sandy Ramsey-Woods, President
AFSCME Local 3961


Sandra Martinez, Vice President
AFSCME Local 3961

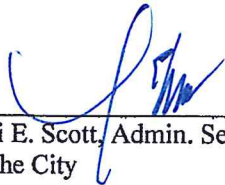

Nick Duncan, Treasurer *Executive Board*
AFSCME Local 3961

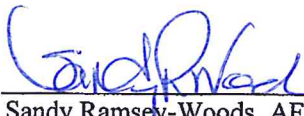


CITY OF CATHEDRAL CITY, CALIFORNIA

The City of Cathedral City and AFSCME agree to the following regarding implementation of changes to Article 7.15-Bilingual Pay:

1. Employees who passed the Spanish/English bilingual recertification test in June 2014 shall continue to receive the bilingual compensation provisions of Article 7.15 through the pay period ending on or immediately following June 30, 2016. Before the end of June 2016, Human Resources will administer a recertification test with these employees, per the 2-year eligibility agreement.
2. Any employee(s) receiving bilingual compensation per Article 7.15 through June 30, 2014 who did not pass the Spanish/English bilingual recertification test in June 2014 or did not recertify during this recertification period shall continue to receive the bilingual compensation through the pay period ending on or immediately following December 31, 2014.
3. Before the end of December 2014, Human Resources will administer the recertification test to those employees who did not take or did not pass the recertification test in June 2014. Those who pass the test in December 2014 shall continue to receive bilingual compensation through the pay period ending on or immediately following December 31, 2016, per the 2-year eligibility agreement.
4. For employees who do not take or do not pass the recertification test when they are due, bilingual compensation shall be discontinued effective the pay period ending on or immediately following that due date. Employees may retake the test no sooner than six months from the date of their most recent test. Upon passing the recertification test, bilingual compensation shall be reinstituted at the beginning of the pay period following their having passed the test.
5. The parties anticipate bilingual certification/recertification tests will be administered in December and June, except for new employees who may take the test upon hire. Eligible employees who are not receiving bilingual compensation shall initiate a request to Human Resources before December 5th or June 5th to schedule their test.


Tami E. Scott, Admin. Services Director Date
For the City


Sandy Ramsey-Woods, AFSCME President Date
For the Union



FLOAT DISTRIBUTION IMPLEMENTATION AGREEMENT
Break down of holidays/floats for ASFCME (2014 as model)

8-hour employee			10-hour employee			12-hour employee		
January 1, 2014	H	8.00	January 1, 2014	H	10.00	January 1, 2014	H	12.00
		--			--	January 1, 2014	F	12.00
February 17, 2014	H	8.00	February 17, 2014	H	10.00	February 17, 2014	H	12.00
May 26, 2014	H	8.00	May 26, 2014	H	10.00	May 26, 2014	H	12.00
		--			--	July 1, 2014	F	12.00
July 4, 2014	H	8.00	July 4, 2014	H	10.00	July 4, 2014	H	12.00
September 1, 2014	H	8.00	September 1, 2014	H	10.00	September 1, 2014	H	12.00
		--			--	September 1, 2014	F	12.00
November 11, 2014	H	8.00	November 11, 2014	H	10.00	November 11, 2014	H	12.00
November 27, 2014	H	8.00	November 27, 2014	H	10.00	November 27, 2014	H	12.00
November 28, 2014	H	8.00	***	F	--	November 28, 2014	H	12.00
December 25, 2014	H	8.00	December 25, 2014	H	10.00	December 25, 2014	H	12.00
Float spread all year		72.00	Float spread all year		64.00			--
Total hours		144.00	Total hours		144.00	Total hours		144.00
Per pay period float:		2.77	Per pay period float:		2.46			--
Cap:		72.00	Cap:		64.00	Cap:		36.00

*** 10-hour employees have 8 regular holidays. Because they have Fridays off in any case, the day after Thanksgiving has always been included in their float hours.


When the MOU is ratified, float hours will be added to leave banks of 8-hour and 10-hour employees for the pay periods missed while negotiations/ratifications were in progress. To avoid reaching the cap too early due to previous float days already on the books, any hours in the float bank as of June 30, 2014 will be moved to the employee's comp bank on a one-for-one basis. (Does not apply to 12-hour employees.)

IMPLEMENTATION AGREEMENT:



Tami E. Scott, Admin. Services Director
For the City

Date



Sandy Ramsey-Woods, AFSCME President
For the Union

Date





City of Cathedral City

Family Care and Medical Leave Policy

I. STATEMENT OF POLICY

To the extent not already provided for under current leave policies and provisions, the City of Cathedral City will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), Pregnancy Disability Leave (PDL) and the regulations of the California Family Rights Act ("CFRA"). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA, PDL, and CFRA.

II. DEFINITIONS

- A. "12-Month Period" – means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- B. "Child" – means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild.
- C. "Parent" – means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- D. "Spouse" – means a husband or wife as defined or recognized under California State law for purposes of marriage.
- E. "Domestic partner," – as defined by Family Code §§ 297 and 299.2, shall have the same meaning as "Spouse" for purposes of CFRA Leave.
- F. "Serious health condition" – means an illness, injury impairment, or physical or mental condition that involves:
 - 1. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery there from); or
 - 2. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - a) A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to a serious health condition of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

- i) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
- ii) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
- b) Any period of incapacity due to pregnancy or for prenatal care. (This entitles the employee to FMLA leave, but not CFRA leave. Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.)
- c) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - i. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - iii. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- d) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
- e) Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

G. "Health Care Provider" means:

- 1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
- 2. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
- 3. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State Law;
- 4. Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California state law;
- 5. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and

6. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.
- H. "Active Duty" means a duty under a call to order of active, retired, reserves, or national guard members of the United States Armed Forces by law or any other provision of law during a war or national emergency declared by the President or Congress.
- I. "Contingency Operation" – means a military operation that (1) is designated by the Secretary of Defense as an operation in which members of the United States Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (2) results in the call to order of active duty members of the United States Armed Forces by law or any other provision of law during a war or national emergency declared by the President or Congress.
- J. "Covered Service member" – means a member of the United States Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, in otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- K. "Outpatient Status" means the status of a member of the United States Armed Forces assigned to: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- L. "Next of Kin" – means the nearest blood relative of an injured service member.
- M. "Serious Injury or Illness" means an injury or illness incurred by a member of the Armed Forces in the line of duty on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

III. REASON FOR LEAVE

Leave is only permitted for the following reasons:

- A. The birth of a child or to care for a newborn of an employee;
- B. The placement of a child with an employee in connection with the adoption or foster care of a child;
- C. Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition;
- D. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

- E. Leave for a “qualifying exigency” may be taken arising out of the fact that an employee’s spouse, son, daughter, or parent is on active military duty or has been notified of an impending call or order to active duty in support of a contingency operation involving the United States Armed Forces; or
- F. Leave to care for a spouse, son, daughter, parent, or “next of kin” service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty (this leave can run up to 26 weeks of unpaid leave during an employer’s 12-month period).

IV. EMPLOYEES ELIGIBLE FOR LEAVE

An employee is eligible for leave if the employee:

- A. Has been employed for at least 12 months; and
- B. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

V. AMOUNT OF LEAVE

Eligible employees are entitled to a total of 12 workweeks (or 26 weeks to care for an injured service member) of leave during any 12-month period.

A. Minimum Duration of Leave

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.

If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

B. Spouses Both Employed By The City of Cathedral City

In any case in which a husband and wife both employed the City of Cathedral City are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees’ child (i.e., bonding leave).

In any case in which a husband and wife both employed by the City of Cathedral City are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 26 workweeks during any 12-month period if leave is taken to care for an injured service member. Except as noted above, this limitation does not apply to any other type of leave under this policy.

VI. EMPLOYEE BENEFITS WHILE ON LEAVE

Leave under this policy may be paid or unpaid. While on leave, employees will continue to be covered by the City of Cathedral City's group health insurance to the same extent that coverage is provided while the employee is on the job.

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the City of Cathedral City shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. The City of Cathedral City shall have the right to recover premiums through deduction from any sums due the city of Cathedral City (e.g. unpaid wages, vacation pay, etc.).

VII. SUBSTITUTION OF PAID ACCRUED LEAVES

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leave. Similarly, the City of Cathedral City may require an employee to concurrently use paid accrued leave after requesting FMLA and/or CFRA leave, and may also require an employee to use family and medical care leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

A. Employee's Right To Use Paid Accrued Leaves Concurrently With Family Leave

Where an employee has earned or accrued paid vacation, compensatory time, or personal or sick leave, that paid leave may be substituted for all or part of any (otherwise) unpaid leave under this policy.

As for sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if:

1. The leave is for the employee's own serious health condition; or
2. The leave is needed to care for a parent, spouse, child, or domestic partner with a serious health condition, and would be permitted as sick leave under the City of Cathedral City's sick leave policy.

B. City of Cathedral City's Right to Require An Employee To Use Paid Leave When Using FMLA/CFRA Leave

1. Employees are not required to use accrued compensatory time earned in lieu of overtime earned pursuant to the Fair Labor Standards Act; and
2. Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition.

C. City of Cathedral City's Right To Require An Employee To Exhaust FMLA/CFRA Leave Concurrently With Other Leaves

If an employee takes a leave of absence for any reason which is FMLA/CFRA-qualifying, the City of Cathedral City may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement. The only exception is for peace officers and firefighters who are on leave pursuant to Labor Code § 4850.

D. City of Cathedral City's and Employee's Rights If An Employee Requests Accrued Leave Without Mentioning Either the FMLA or CFRA

If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA-qualifying purpose, the City of Cathedral City may not ask the employee if the leave is for a FMLA/CFRA-qualifying purpose. However, if the City of Cathedral City denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA-qualifying purpose, the City of Cathedral City may inquire further into the reason for the absence. If the reason is FMLA/CFRA-qualifying, the City of Cathedral City may require the employee to use accrued leave as described above.

VIII. MEDICAL CERTIFICATION

Employees who request leave for their own serious health condition or to care for a child, parent or spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by the City of Cathedral City.

If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.

Employees who request leave to care for an injured service member who is a child, spouse, parent, or "next of kin" of the employee must provide written certification from a health care provider regarding the injured service member's serious injury or illness.

A. Time To Provide A Certification

When an employee's leave is foreseeable and at least 30 days notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the City of Cathedral City within the time frame requested by the City of Cathedral City (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

B. Consequences For Failure To Provide An Adequate Or Timely Certification

If an employee provides an incomplete medical certification the employee will be given a reasonable opportunity to cure any such deficiency.

However, if an employee fails to provide a medical certification within the time frame established by this policy, the City of Cathedral City may delay the taking of FMLA/CFRA leave until the required certification is provided.

C. Recertification

If the City of Cathedral City has reason to doubt the validity of a certification, the City of Cathedral City may require a medical opinion of a second health care provider chosen and paid for by the City of Cathedral City. If the second opinion is different from the first, the City of Cathedral City may require the opinion of a third provider jointly approved by the City of Cathedral City and the employee, but paid for by the City of Cathedral City. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.

D. Intermittent Leave Or Leave On A Reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition {"serious health condition"}, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

IX. EMPLOYEE NOTICE OF LEAVE

Although the City of Cathedral City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 day's notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If the City of Cathedral City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City of Cathedral City may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

X. REINSTATEMENT UPON RETURN FROM LEAVE

A. Right To Reinstatement

Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and City of Cathedral City, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

B. Employee's Obligation To Periodically Report On His/Her Condition

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

C. Fitness-for-Duty Certification

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her, job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

D. Reinstatement of "Key Employees"

The City of Cathedral City may deny reinstatement to a "key" employee (i.e., an employee who is amongst the highest paid 10 percent of all employed by the City of Cathedral City within 75 miles of the work site) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the City of Cathedral City, and the employee is notified of the City of Cathedral City's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.

XI. REQUIRMENTS

Provide your Department Head and Human Resources with sufficient time of your need to take FMLA.