



**Cathedral City**

CITY OF CATHEDRAL CITY

**MEMORANDUM OF  
UNDERSTANDING**

**CATHEDRAL CITY  
POLICE OFFICER'S ASSOCIATION  
(CCPOA)**

**JANUARY 1, 2020 -DECEMBER 31, 2021**

REVISED JUNE 10, 2020

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**Memorandum of Understanding between the City of Cathedral City and the Cathedral City Police Officer's Association (CCPOA) relating to all full-time sworn police officers below the rank of Sergeant.**

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

The Cathedral City Police Officers Association 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 sworn police officers below the rank of Sergeant.**

The Cathedral City Police Officers Association, hereinafter sometimes referred to as "CCPOA," and representatives of the Municipal Employee Relations Representative of the City of Cathedral City, have met and conferred in good faith on wages, hours and other terms and conditions of employment for the employees represented by CCPOA in the bargaining unit listed above, and have reached agreements which are set forth in this Memorandum of Understanding (MOU).

This Memorandum of Understanding is established in accordance with the Provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.), effective only upon ratification by the City Council of the City of Cathedral City.

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

**ARTICLE 1: RELATIONSHIP WITH PERSONNEL RULES**

This Memorandum of Understanding (MOU) is enacted pursuant to the Meyers-Milias-Brown Act and Cathedral City Resolution Number 82-84. Any personnel rules adopted by the City shall also be applicable to the employees covered under this MOU, but in the event of any conflict between the personnel rules and this MOU, the MOU will control.

**ARTICLE 2: MAINTENANCE OF MEMBERSHIP; CONTRACT BAR; PETITIONS FOR DECERTIFICATION**

Full-time sworn employees of the Cathedral City Police Department at the Rank of Police Officer who are covered by this Agreement and who are members of CCPOA.

The Association will maintain records of employee authorizations for dues deductions and shall provide the City with information regarding the amount of dues deductions and the list of Association members who have authorized dues deductions. To the extent required by the Government Code, the City shall rely on the information provided by the Association and deduct those authorized Association dues.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period. In the case of an employee who is in a non-pay status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Association dues.

CCPOA agrees to enforce this provision and to indemnify and hold harmless the City, its officers and employees from all liabilities and/or damages of any nature arising from the application of this section. This Memorandum of Understanding shall further constitute a bar to the implementation of Section 11(A)2, of Resolution 82-84, except that the City shall accept a petition for decertification of CCPOA only during the 60<sup>th</sup> and 90<sup>th</sup> calendar days immediately prior to the expiration of this MOU.

### **ARTICLE 3: 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 4: STRIKES AND/OR JOB ACTIONS**

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

### **ARTICLE 5: COMPENSATORY TIME OFF**

Any employee who is a member of the bargaining unit represented by CCPOA shall be authorized to accumulate, to the extent allowed by the Fair Labor Standards Act, up to one hundred sixty (160) hours of compensatory time. The accumulation of such hours shall be in accordance with the Fair Labor Standards Act. Compensatory time off is time that an employee has worked, placed on-call, or stand by and is banked as CTO rather than taken as paid overtime. Time that is worked by an employee where the City is reimbursed by an outside party (such as festivals) is ineligible for CTO and any such overtime worked must be paid to the employee. The City recognizes the vested nature of such accumulated hours. An employee who has accrued and requested use of compensatory time off shall be permitted to use such time off if the request is submitted to the Chief of Police or designee within a reasonable period prior to the date(s) requested for time off. For purposes of this Article, the term "reasonable period" shall mean seven days. An employee who submits such a request less than seven days prior to the date(s) requested for time off may present a qualified replacement to work in his or her place. For purposes of this Article, the term "qualified replacement" shall mean equal rank or assignment, as appropriate. In the event an employee who submits such a request less than seven days prior to the date(s) requested for time off does not present a qualified replacement, if fewer than two employees are scheduled to be off work during the shift(s) in question, the Chief of Police or designee shall attempt to accommodate the employee's request for time off. Upon a four (4) week prior written request by the employee, one (1) time per calendar year, each employee shall receive pay for all or any part of compensatory time accrued

at the employee's then current base salary. Beginning in October 2021, separate from such request for pay, all members shall cash down their accrued compensatory time off to 40 hours effective the second pay period in October each year.

## **ARTICLE 6: TERM**

The term of this Agreement shall be from January 1, 2020 through December 31, 2021. This Agreement shall not be re-openable for any purpose except by mutual agreement of the parties. Unless otherwise specified, the provisions and articles herein are effective as of the date of the ratification of this agreement.

## **ARTICLE 7: SALARY INCREASES**

**7.1 Salary Increase.** The City and CCPOA agreed to the following schedule of salary increases:

- A. 2.5% effective the first full pay period following full ratification of this Agreement
- B. 2.5% effective the first pay period following January 1, 2021

Any employee who is employed as of the date of full ratification of this Agreement will also receive a \$500 signing bonus.

## **ARTICLE 8: GENERAL PROVISIONS**

**8.1 Safety and Health.** Each employee and the City 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.

Employees should avoid consuming or using any intoxicating substances at least six (6) hours prior to reporting to the scheduled work shift and at any time during the work day including lunch or dinner breaks; and employees shall not have in their possession any intoxicating substances, unless the possession of such substances is in the course of their duties. No employee shall be on duty while impaired for the performance of duty or under the influence of alcohol, any unlawful drug or any controlled substances, or otherwise be in violation of the department's drug and alcohol policy.

**8.2 Employee Activities.** During the employee's work day, he or she is expected to devote his or her full time in the performance of his or her assigned duties as a City employee. No employee shall engage in any outside employment, enterprise, or remunerated activity without prior notification to his or 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 or her ability to perform the duties, functions or responsibilities of his or her position as a City employee, nor shall he or she engage in any outside activity which will directly or indirectly contribute to the lessening of his or 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 provided by the City Manager or designee, state and federal laws, MOU, or Council resolution.

**8.3 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:

8.3.1 Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance or an act which the employee, if not performing such act, would be required or expected to render in the regular course of hours of his or her City employment as a part of his or her duties as a City employee; or,

8.3.2 Involves conditions or factors which would be incompatible or in conflict with the duties, functions or responsibilities of the employee in his or her regular City employment; or,

8.3.3 Involves the performance of an act in other than his or 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 or she is employed; or,

8.3.4 Involves such time demands as would render performance of his or her duties as a local agency officer or employee less efficient; or,

8.3.5 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,

8.3.6 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 or her official capacity at the time of the transaction.

**8.4 POA Board Member Release Time.** Up to five (5) POA Board Members, as a group, shall be afforded one hundred (100) hours of release time per fiscal year for the purpose of attending Union conferences, training, etc. No Board Member may take more than 40 hours of release time in any one fiscal year. Release time is not considered time worked for the purposes of calculating overtime. Release time has no cash value and any unused time expires at the end of the fiscal year and does not carry over into the next fiscal year. POA Board Members are required to provide reasonable advance notice to their supervisor of the need for release time. If a Board Member provides less than 72 hours' notice to their supervisor, the Board Member will be solely responsible for obtaining coverage for his/her shift.

**8.5 Improper Use of City Equipment Prohibited.** No City-owned equipment, autos, trucks, instruments, tools, supplies, machines, badges, identification cards, electronic equipment, or other items which are the property of the City shall be used by an employee other than in the regular performance of duties, except upon prior approval of the employee's department head or appointing power or designee duly authorized to give such approval.

- 8.6 Political Activity.** Except as necessary to meet requirements of Federal or State law, no restrictions shall be placed on the political activities of any officer or employee of the City of Cathedral City. The City, CCPOA and all employees shall comply with the provisions of Government Code sections 3201-3209.
- 8.7 Tobacco Products.** City employees are encouraged not to consume tobacco products as they are a proven detriment to health, safety and productivity. Tobacco use is not allowed in City buildings. Tobacco use is not permitted while on duty if prohibited by existing department rules. Tobacco use is not permitted in City vehicles or other City equipment.
- 8.8 Bumping Rights.** Any employee who promotes out of any position represented by the Police Officers Association within the longer of the first twelve (12) months or the successful completion of the employee's promotional probationary period in the higher class, returns to the Association, either voluntary or disciplinary, shall have their seniority reinstated. An employee who returns to the Association, either voluntary or disciplinary, after twelve (12) months or the completion of the promotional probationary period shall have their seniority reinstated to the time they had prior to leaving the position represented by the Association.

## **ARTICLE 9: MANAGEMENT RIGHTS**

- 9.1 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. 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. enforce those dress and grooming standards established by department policy;
  - 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 of 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, except as limited by Article 20;
  - 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 reasonable 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.

**9.2 Not Subject to Grievance Procedures.** The exercise by the City through its Council and management representatives of its rights shall not in any way, directly or indirectly, be subject to the grievance procedure.

**ARTICLE 10: COMPENSATION**

**10.1 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:

10.1.1 Effective July 1, 2020, the City shall abolish Range 129, and shall increase Salary Range 130 to include 8 steps. Employees will be assigned to a new step based on the step they hold as of July 1, 2020 as follows:

Current Range/Step	Proposed Range/Step
Range 129, Step 1	Range 130, Step 1
Range 129, Step 2	Range 130, Step 2
Range 129, Step 3	Range 130, Step 3
Range 130, Step 3	Range 130, Step 4
Range 130, Step 4	Range 130, Step 5
Range 130, Step 5	Range 130, Step 6
Range 130, Step 6	Range 130, Step 7
Range 130, Step 7	Range 130, Step 8

Advancement to a next higher merit increase step may be made after twelve (12) month intervals from the hire date or last increase in subsequent years, and for continued satisfactory service.

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 Chief of Police and the approval of the Human Resources Manager. When an employee is denied an increase, he or she may be reconsidered for such advancement at any subsequent time with an overall satisfactory performance evaluation.

Advancement to merit steps 7 and 8 may occur after two (2) years overall satisfactory service in the next preceding step in the respective salary range. Any such advancement shall be granted only as a result of a written evaluation of continued meritorious service by the employee in the performance of the duties of his/her position.

**10.2 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 or less than the highest merit increase step of the salary range of the employee’s position.

**10.3 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 and satisfaction of statutory and departmental requirements for reinstatement. Employees who are reinstated more than 180 days after their voluntary separation must satisfy the minimum selection requirements set forth in the POST Commission Regulations §§1951-1955, which include reading and writing ability assessment, oral interview, background investigation update, medical evaluation and psychological evaluation. Employees who are reinstated within 180 days after their voluntary separation, on the other hand, are exempt from these requirements. All reinstated employees must continue to meet the statutory requirements of Government Code sections 1029, 1031 and 10315.

Upon such reinstatement, the employee shall not receive 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.

**10.4 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.

**10.5 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 the scheduled daily shift, or is called back to work after having worked a shift, or is required to work on a scheduled day off, 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, at the discretion of the employee. Compensatory time is addressed in Article 5. For the purpose of this section, sick leave used during the workweek shall not be counted as time worked. Vacation and compensatory time shall be counted as time worked for the purposes of calculating overtime during the 40-hour . Any other off-duty time will not count as time worked for the purpose of calculating overtime.

**10.5.1 Notice of Overtime Scheduling.** The department shall post available overtime shifts/hours as soon as the availability of overtime is known. In such a case, the posted overtime will be made available and filled first from the rank of Police Officer. Officers

may sign up to work the overtime shift/hours on a first-come, first-serve basis. An employee who signs up for posted overtime and then decides not to work the shift must present a qualified replacement to work in his/her place. For purposes of this section, the term 'qualified replacement' shall mean equal rank or assignment, as appropriate. In the event that no employee or an insufficient number of employees sign up for a posted overtime shift/hours within four (4) days prior to the scheduled overtime shift or detail, the overtime will be made available to other employees and/or assigned by the scheduling supervisor. In such a case, the department shall provide the affected employee with written or actual notice of the overtime shift/hours prior to his/her next assigned shift. This Section shall not apply to holdover and/or emergency situations.

In the case of non-posted overtime due to unforeseen circumstances (e.g., sick and call-outs, etc.), a reasonable attempt shall be made to fill the position with a qualified replacement. Following such attempt if a qualified replacement is not located, then an officer may be directed to work the overtime or a higher-ranking officer may be called to fill the overtime assignment. Following such attempt if a qualified replacement is not located, then supervision shall call in/mandate officers based on lowest to highest seniority.

**10.6 Other Paid Time Off.** The City Manager or Chief of Police may grant paid time off to any City employee in unique situations where actions of the employee, over and above the call of duty, clearly merit such consideration.

**10.7 Assignment Differential.** Effective the first full pay period following the ratification of this Agreement, employees who are assigned to the following Special Assignments shall receive the following stipends per pay period:

Canine Handler (Canine Officer/Animal Premium)	\$211
Field Training Officer (Training Premium)	\$211
Gang Officer (Gang Detail Assignment Premium)	\$211
Homeless Liaison (Police Liaison Premium)	\$211
Investigator, Including Traffic Investigator, Narcotics, RAID, Auto Theft, Real Estate Task Force, Detective (Police Investigator Premium)	\$211
Motor Officer, when assigned to motor (Motorcycle Patrol Premium)	\$211
PACT Team (Police Liaison Premium)	\$211
School Resource Officer (Police Liaison Premium)	\$211

Special assignments are temporary in nature and shall be at the discretion of the Chief of Police.

In addition to the amount provided for above, Canine Handlers shall also receive overtime pay at the rate of one and on-half (1 ½) their regular rate of pay for the maintenance, feeding, and grooming of their Police Service Dog (PSD) during their off-duty hours. The Association and City agrees the set time for PSD maintenance, feeding and grooming shall be set at 30 minutes per day. It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA.

When assigned to motorcycle patrol, Motor Officers are required to perform all cleaning and maintenance of the motorcycle while on duty. Any additional time worked for cleaning and maintenance of the motorcycle off-duty must be approved in advanced by a supervisor. All additional time spent off-duty for cleaning and maintenance of the motorcycle shall be reported on the employee's time card, and counted as hours worked for overtime compensation purposes. It is the intent of the parties through the provisions of this section to fully comply with requirements of the FLSA.

The parties agree that, to the extent permitted by law (-2 CCR section 571 and 2 CCR Section 571.1) special assignment pay shall be reported to CalPERS as special compensation or pensionable compensation.

- 10.8 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 compensatory time. 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 anniversary date.

- 10.9 Compensation during Suspension.** An employee who is suspended with pay under the pre-disciplinary procedures of Article 14 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 14 shall not be paid for those specific hours of suspension. Additionally, an employee suspended without pay shall not accrue sick leave, vacation, seniority and other benefits during a suspension of more than fifteen (15) working days, except that health and life insurance benefits will be maintained.

- 10.10 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 or less than the highest step of the salary range of the employee's position.

- 10.11 Compensation for Temporary Assignment to Higher Classification.** An employee may receive adjusted compensation of five percent (5%) of their base rate of salary for working in an assignment in a higher classification. Working at a higher classification shall mean that the employee is performing a significant part of the duties of a position in a higher salary range. Working in a higher classification shall only be available to those employees who are included on

a qualification list that shall be established by the Chief of Police. Employees may be on the qualification list if they (1) express written interest to the Division Commander in having their name included on the qualification list; and (2) meet the minimum qualifications for the higher classification. Employees who are assigned to a higher classification will be eligible for the compensation under this section retroactively to the first day of the temporary assignment.

Employees may not be assigned to work in a higher classification for longer than six (6) months. An extension of this time may be approved in writing with the concurrence of the Police Chief and the Human Resources Manager for up to an additional six (6) months, for a total term of twelve (12) months. However, when an appointment is made under this section due to a position that is vacant and is scheduled to be filled following the completion of a recruitment process, the temporary out-of-class assignment is limited to 960 hours in a fiscal year.

Employees who are assigned to work in a higher classification under this section will be notified that this placement is temporary, and that after the assignment, they will be returned to their regular position. At the end of the term of assignment to a higher classification, the employee will be returned to the rate of pay in the classification and step they would have achieved if they were never assigned to the out of class position.

Employees on any form of leave time in excess of 15 consecutive calendar days shall be deemed not to be assigned to the higher classification and shall be ineligible to receive the additional compensation under this section until the employee returns to duty and is reassigned to temporary assignment in a higher classification.

The parties agree that, to the extent permitted by law (2 CCR section 571), compensation for working at a higher assignment shall be reported to CalPERS as special compensation for Classic CalPERS members.

**10.12 Bilingual Pay.** Employees who have the ability to fluently converse in Spanish or another language designated by the Police Chief may be designated as a bilingual employee required to use their skills as part of their City employment. This designation must be made by the Chief of Police or designee and approved by the City Manager or designee in writing. Designated employees shall receive bilingual compensation of \$211 per pay period, unless or until said compensation is voluntarily eliminated by the employee. Eligible employees must successfully pass an initial assessment test to receive such compensation.

Employees on any form of leave time in excess of 30 consecutive calendar days shall be deemed not to be using their bilingual skills on a regular basis and shall be ineligible to receive bilingual pay until the employee returns to duty.

The parties agree that to the extent permitted by law (2 CCR section 571 and 2 CCR section 571.1) bilingual pay shall be reported to CalPERS as special compensation or pensionable compensation.

**10.13 Compensation for Vehicle Use.** Compensation for an employee's use of his/her personal vehicle for City business shall be in accordance with the City's Travel Expenses Policy.

**10.14 Restitution.** In addition to any possible discipline under the provisions of Article 14 for willful, wanton or malicious destruction of City property, the City shall have the right to seek restitution through a civil action for damages in the courts. Nothing herein shall preclude the City from pursuing its remedies through both disciplinary action, pursuant to this agreement, and court action.

**10.15 Correcting Errors in Salary Rate and Other Provisions.** Should an employee be advanced to a higher step in the salary range for his or her class other than for which he or she was recommended, or receive additional salary 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 for said error shall be made by one of the following methods or a combination thereof:

- 10.15.1 Application of accrued equivalent time off for overtime service;
- 10.15.2 Application of equivalent time off for overtime service earned during the time immediately following the date of the discovery of said error;
- 10.15.3 Application of the increase in the employee's salary following his or her next merit or longevity merit salary increase; or
- 10.15.4 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 agreement of the department and the employee, subject to the approval of the City Manager. Should the employee terminate before full reimbursement to the City has been made the money required to complete reimbursement shall be deducted from his or her last paycheck.

**10.16 Court Appearance Time.** An employee scheduled to appear in Court during non-duty hours shall receive pay or CTO for a minimum of four (4) hours at the time and one-half for an appearance.

- 10.16.1 Court On-Call/Standby. Officers placed on call for court shall be paid hour-for-hour at the time and one-half rate for up to 7.5 hours.
- 10.16.2 Admin Per Se. , Officers scheduled to appear, by person or by phone, for an Admin Per Se Hearing during non-duty hours shall receive pay or CTO for a minimum of two (2) hours at time and one-half for an appearance.

**10.17 P.O.S.T. Certification.** Employees shall be compensated five percent (5%) of salary for possession of an Intermediate and/or Advanced P.O.S.T. certificate.

**10.18 Longevity.** The parties have agreed to a longevity pay provision for employees hired prior to January 1, 2013 which pays as follows:

- 10.18.1 7.5% at the beginning of the 15<sup>th</sup> year of City employment, and an additional
- 10.18.2 5% at the beginning of the 20<sup>th</sup> year.



Employees hired on or after January 1, 2013 are not eligible for longevity provisions described above.

**10.19 On-Call Pay.** Employees who are assigned to be on on-call by their supervisor for seven (7) consecutive days shall be compensated for five (5) hours of straight time at the employees' regular rate of pay. Compensation can be taken as either cash or Compensatory Time Off at the employee's discretion. Should the employee actually be called to duty while on on-call status, he/she shall be paid at the rate of one and one-half (1.5) times his/her regular rate of pay for each hour worked as a result of being called back to duty, in addition to the on-call pay.

## **ARTICLE 11: PHYSICAL REQUIREMENTS**

The City Manager, in conjunction with the Police Chief, may require that all applicants and employees be in such physical or mental condition to perform the duties of their job and may require a medical or psychological evaluation at City's expense at any time on a showing of good cause. No employee shall hold any position in a classification in which he or she cannot physically or mentally perform all the duties of the job adequately and without hazard to himself or herself or others. Within the limitations indicated, the City's policy shall be to make such efforts as are consistent with the provisions of law to place physically disabled employees in such positions as are available in the City service where their disabilities will not substantially affect their performance of duties. The employee's length of service, nature of past performance and the availability of openings may be considered in placing disabled employees.

## **ARTICLE 12: PROBATION**

**12.1 Sworn Police Employees Probation.** The first eighteen (18) months (or twelve (12) months for a lateral appointment) after a sworn police employee has been appointed shall be his/her probationary period. In the event of unusual circumstances, such as an illness or injury which prevents an employee from performing the regular duties of his/her position throughout the entire eighteen (18) month (or twelve (12) month for a lateral appointment) probationary period, the City Manager or designee may extend the probationary period up to an additional six (6) months. In such a case, the City Manager or designee shall notify the affected employee in writing that his/her probationary period has been extended and shall inform the employee of the reason(s) why the probationary period was extended. The probationary period for an employee under this section shall not exceed twenty-four (24) months.

**12.2 Probation on Reinstatement.** Except as otherwise provided in this Agreement, on accepting a reinstatement, an employee who had completed the initial probation under Section 12.1 shall serve a new probationary period of six (6) months. Reinstatements will not be permanent until the successful completion of this probationary period.

**12.3 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 this Agreement should they be appointed to a position in the classified service.

- 12.4 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.
- 12.5 Unsuccessful Probation Period.** If a probationary employee's 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, or, if promotional probation to Police Sergeant, the return of the employee to his or her former position as Police Officer. Such dismissal shall not be regarded as disciplinary. A probationary employee may be dismissed at any time or returned to the former position at any time without cause and without the right of appeal or grievance unless otherwise required by law. Notification of dismissal or of return to the former position shall be in writing and shall be given to the probationary employee prior to the dismissal or return to the former position unless otherwise required by law.
- 12.6 Probation Following Layoff.** Employees laid off while on probation must serve a new probationary period following reemployment.

## **ARTICLE 13: EMPLOYEE LAYOFF PROCEDURES**

- 13.1 Purpose of 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.
- 13.2 Abolishment of Position(s).** When layoffs are to occur, the City Manager shall prepare a list of those positions to be abolished in each department. For each affected department, the City Manager shall assemble a list of those employees within the classification designated for a position abolishment. Such list shall be forwarded to the appropriate department head. The department head shall prepare a list establishing the order of employee layoffs within a classification. The department head shall determine the individual layoff ranking of each employee based upon seniority, except that canine officer assignments and undercover operations in progress shall exempt the affected employee from layoff. Following completion of undercover operations in progress, the officer so exempted shall then be subject to layoff, and the senior officer on layoff shall be reinstated. Temporary, interim and probationary employees shall be laid off prior to the layoff of any regular employee within the same classification in the department, unless involved in undercover operations in progress.
- 13.3 Bargaining Unit Notification.** When a layoff is to occur, the City shall 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 bargaining unit representative shall respond to the City within fifteen (15) calendar 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.

**13.4 Layoff Appeal.** A regular employee shall have the right to request an appeal hearing. Such request must be made in writing to the City Manager within five (5) working days after receipt of a layoff notice. The City Manager shall prepare and deliver a decision on the appeal within five (5) working days after receipt of the appeal.

The scope of the appeal shall not include such issues as the need for layoff, the reasons for layoff, the extent of layoff, the classifications selected for layoff, or the exercise of other City prerogatives involved in layoff. The issues of such appeal shall be limited only to whether or not there was substantial compliance with the procedures for layoffs and the established order of departmental layoff within a classification.

## **ARTICLE 14: DISCIPLINARY AND APPEALS PROCEDURES**

**14.1 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.

**14.2 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, violation of the law and/or any City or Department rule, policy, or procedure, in addition to the following.

- 14.2.1 Tardiness.
- 14.2.2 Failure to observe precautions for personal safety, posted rules, signs, safety instructions, or to use protective clothing or equipment.
- 14.2.3 Careless workmanship resulting in waste of materials.
- 14.2.4 Unsatisfactory work performance.
- 14.2.5 Abuse of sick leave privileges, e.g., failure to present adequate documentation of illness when required by the City Manager or respective department head, use of sick leave for unauthorized purposes.
- 14.2.6 Failure or delay in carrying out orders, work assignments, or instructions of superiors; inattention to, or dereliction of duty, including loafing or wasting time.
- 14.2.7 Acceptance of gifts from parties doing business with the City.
- 14.2.8 Unauthorized sleeping while on duty.
- 14.2.9 Disorderly conduct: fighting, threatening, attempting to inflict bodily injury on another; engaging in dangerous horseplay.
- 14.2.10 Being on duty under the influence of a chemical or intoxicant or reporting for duty while so influenced.
- 14.2.11 Chemical or alcohol abuse affecting work performance.

- 14.2.12 Loss or destruction of City property or the property of others, through carelessness.
- 14.2.13 Political activity in violation of the law.
- 14.2.14 Unexcused absence from duty.
- 14.2.15 Reckless driving on City premises or reckless operation of City vehicle.
- 14.2.16 Gambling or promotion of gambling on City premises while on duty.
- 14.2.17 Endangering the safety of or causing injury to any employee, including him or herself.
- 14.2.18 Unauthorized disclosure of confidential information as defined by law or by written directive of the City or respective department.
- 14.2.19 Treating any city official, officer or employee, or any member of the public, in a disrespectful, rude, insulting, abusive or demeaning manner while in the performance of duties, or related thereto.
- 14.2.20 Unauthorized use of City vehicles or equipment.
- 14.2.21 Covering up or attempting to conceal defective work, removing or destroying same without permission.
- 14.2.22 Knowingly making a falsification, misstatement or concealment of material fact in connection with employment, promotion, any record, investigation, or other proper proceeding.
- 14.2.23 Making false or unfounded statements which are derogatory, slanderous or defamatory about other employees or officials.
- 14.2.24 Willful damage to City property or to the property of others.
- 14.2.25 Making a false confession.
- 14.2.26 Any on-duty violation of federal, state or local laws or any off-duty violation of law which might bring discredit to the City.
- 14.2.27 Failure to adhere to this adopted Memorandum of Understanding or to other City or departmental rules, policies or procedures.
- 14.2.28 Sexual harassment or other unlawful discrimination.
- 14.2.29 Willful violation of City or Departmental policies and procedures regarding media contact.

**14.3 Disciplinary Process:** The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to remedy any violations of law and/or City or Department rule, policy, or procedures. The City will verbally counsel an employee when circumstances warrant it, prior to taking any formal disciplinary action. This gives the supervisor an opportunity to communicate in a non-disciplinary fashion that a problem is perceived and that the supervisor is available to help solve it.

Discipline may be initiated for various reasons, including, but not limited to, violations of law and/or any City or Department rule, policy, or procedure; 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 disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. Disciplinary actions imposed under this article shall be in accordance with section 3300-3311 of the California Government Code.

14.3.1 Normal progressive discipline sequence:

- A. Verbal Reprimand: To communicate to the employee that a repeat action may result in more serious disciplinary action. (Not appealable)
- B. 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. Written reprimands may be appealed to the Chief of Police within ten (10) calendar days. The decision of the Chief of Police shall be final. In addition, the employee may submit a written response within thirty (30) calendar days. The employee's response will be attached to the written reprimand.
- C. Suspension: Temporary removal of an employee from his/her duties without pay for misconduct. Employees may be suspended on the spot by their immediate supervisor when there is a clear threat to the safety of other employees or the public. (Managers must notify the Human Resources Manager when instituting an on-the-spot suspension as soon as it is practical.)
- D. Demotion: This step involves either the reduction in pay step or reduction in class.
- E. Dismissal: The final step in the disciplinary process.

14.3.2 Disciplinary Procedure: 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 sequence when it feels that circumstances are so severe that such a deviation is warranted. The City Manager or designee is vested with the authority to determine the appropriate course of action.

Further steps in the discipline involving suspension, demotion or dismissal should not be taken without consulting the department head and the Human Resources Manager.

- A. Suspension, Demotion, Dismissal. Subject to the Hearings and Appeals Procedures specified in Section 14.4, the City may:  
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.
- B. Suspension without Pay. Suspensions shall occur only after the notice procedures specified in Section 14.4.1 and shall be subject to appeal in accordance with Section 14.4.2.
- C. 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.

D. Dismiss for cause any regular employee.

**14.4 Hearings, Appeals and Grievances.** Only discipline involving suspension, demotion or dismissal is subject to an appeal as outlined below.

**14.4.1 Pre-Discipline Meeting Procedures.**

Prior to undertaking the personnel actions set forth in Section 14, 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.

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 designated 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 14.4.2.

**14.4.2 Appeals Procedures.**

Any 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 they have signed for and received their copy 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. This will occur at a selection meeting, to be set by the Human Resources Manager or his/her representative.

The hearing officer selection must occur within ten (10) working days receipt of the appeal, unless otherwise agreed to by the parties. If the employee does not attend the hearing officer selection meeting, they must contact the Human Resources officer within five (5) working days and provide written good cause for missing the meeting. If no good cause is found or the employee does not contact Human Resources, the City will deem the appeal to have been waived.

- A. Representation. The employee may be represented by his/her Association/Union representative, any other regular employee of the City, or his/her attorney.
- B. Hearing. The Hearing Officer shall issue subpoenas to compel the attendance of witnesses, if such be necessary at the request of either party. The hearing shall be recorded by a certified shorthand reporter.
- C. Evidence. Oral evidence shall be taken only on oath or affirmation. 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.

At the hearing, both the appealing employee and the City shall have the right to be heard and to present evidence.

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. The rules of privilege shall be effective to the same extent that they are not or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

- D. Expenses. The expenses for the hearing officer shall be borne equally by the City and the Union, and each party shall be responsible for expenses they incur. Expenses for such recording services shall be borne equally by the City and CCPOA, provided, however, that each party shall be responsible for any specialized or extraordinary services they might individually request. The parties may instead by agreement record the hearing electronically.
- E. Hearing Officer Findings. After the close of the hearing the Hearing Officer shall prepare written advisory award and 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 an award, 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.
- F. Final Decision. The City Manager or designee mutually agreeable to the City Manager and the employee shall review the Hearing Officer's recommendation, but shall not be bound thereby. If the City Manager or, if appropriate, the designee decides not to follow the Hearing Officer's recommendation, he or she shall notify the employee in

writing regarding this determination. Such notice shall be sent to the employee not later than sixty (60) days after the City Manager's or, if appropriate, the designee's receipt of the Hearing Officer's recommendation. If the City Manager or, if appropriate, the designee fails to notify the employee of his or her determination within this sixty (60) day period, the Hearing Officer's recommended decision shall be final and binding, subject only to review by the courts under the procedures set forth in California Code of Civil Procedure section 1094.5. Otherwise, the City Manager's or, if appropriate, the designee's decision shall be final and binding, subject only to review by the courts under the procedures set forth in California Code of Civil Procedure section 1094.5.

## **ARTICLE 15: ATTENDANCE AND LEAVES**

**15.1 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 City Manager and 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 delivered by U.S. mail to the employee's last known address shall be reasonable notice, without regard to whether delivery is accepted; a letter by ordinary mail, first class postage prepaid thereon, shall likewise constitute reasonable notice.

**15.2 Deemed Resignation.** Absence without leave, whether voluntary or involuntary, for five (5) consecutive scheduled working shifts, is a deemed resignation from City employment, as of the last date on which the employee worked. Any employee who fails to report for work within seventy-two (72) hours after delivery of a notice as specified in Section 15.1, or who by the expiration of the seventy-two (72) hours has missed or will have missed five (5) or more consecutive scheduled working shifts, 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 resignation and of the employee's right to request reinstatement for good cause upon timely request therefor, 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 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 therefor. 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 14.4. In determining the employee’s rights under all the circumstances, the City Manager or hearing officer shall be guided by Government Code Section 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.

**15.3 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, in advance be cleared through the employee’s department head, and such absences shall be noted on the employee’s time sheet.

**15.4 Work Week and Work Schedules.** Effective the first full pay period following the ratification of this Agreement, employees will be assigned to one of four work schedules. All four work schedules will consist of seven consecutive 24-hour work periods.

15.4.1 5/40 Work Schedule. Employees in the position(s) of School Resource Officer are generally assigned to a 5/40 work schedule in which employees work five 8-hour shifts each week. The workweek for employees assigned to a 5/40 schedule is defined as seven consecutive 24-hour periods beginning at 12:01 a.m. Sunday and ending at midnight the following Saturday.

15.4.2 4/10 Work Schedule. Employees in the position(s) of Detective are generally assigned to a 4/10 work schedule in which employees work four 10-hour shifts each week. The workweek for employees assigned to a 4/10 schedule is defined as seven consecutive 24-hour periods beginning at 12:01 a.m. Sunday and ending at midnight the following Saturday.

15.4.3. 3/12 Work Schedule. Employees in the position(s) of Patrol are generally assigned to a 3/12 work schedule in which employees work three consecutive 12-hour shifts each week. One additional 8-hour shift is worked on the same day every other week, with that same day taken as a regularly scheduled day off on the alternating weeks (the “Flex Day”). In order for an employee to work no more than 40 regularly-scheduled hours per workweek under a 3/12 schedule, the employer must designate the workweek as beginning exactly four hours into an employee’s Flex Day. For example, assuming an employee’s Flex Day is Thursday, his/her workweek would be as follows:

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Off	12	12	12	4/end 4/start	Off	Off	Off	12	12	12	Off	Off	Off
Off	12	12	12	4/end 4/start	Off	Off	Off	12	12	12	Off	Off	Off

**15.5 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 (1) 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.

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 any agency 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 anniversary shall be set forward in time one (1) 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.

**15.6 Military Duty.** Military leave of absence shall be granted in accordance with the Military and Veterans Code and USERRA.

**15.7 Vacation Leave.**

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

	Hrs./Pay Period	Year
<b>Less than 2 years employment</b>	3.69	96
<b>2 years to 6 years</b>	4.62	120
<b>6 to 10 years</b>	5.54	144
<b>10 to 15 years</b>	6.46	168
<b>15 Years or more</b>	7.50	195

15.7.2 Vacation Accumulation; Cashing Out Option. 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. Accumulated vacation time which exceeds the two (2) year accrual maximum, and is not carried by approval, must be paid out as time worked, in accordance with Section 15.7.3.

Upon a four (4) week prior written request, one (1) time per calendar year, each employee may receive pay for unused vacation time; provided, however, that a minimum of at least once in the preceding twelve (12) months, forty (40) hours of vacation time or vacation time combined with comp leave is taken off in a block which guarantees a minimum of one (1) full work week off at one time. The City Manager may waive this condition if he or she is satisfied adequate vacation will be taken in the immediate future.

15.7.3 Annual Review of Accumulation: In November of each year, the City shall review each employee's vacation accumulation. The City shall pay employees for those accrued hours in excess of the two (2) year accrual maximum set forth in section 15.7.2 above and adjust the affected employees' vacation accumulation back to the two (2) year accrual maximum set forth in section 15.7.2 above.

15.7.4 Illness within Vacation Period. Illness during a vacation period shall not be considered as sick leave, unless confirmed by a physician's statement and approved by the City Manager.

15.7.5 Vacation Credits When Employment Terminates. Upon termination of employment, an employee shall be paid for unused vacation credits.

15.7.6 Effect of Absence on Vacation Crediting. Absence due to sick leave or other approved leave of absence will not affect computations for vacation credits unless such absences exceed one (1) month, in which case the time of said absence (unless such absence is for vacation being used) shall be excluded from computation.

**15.8 Holidays.** The following holidays are observed by the City:

1. January 1 (New Year's Day)
2. Third Monday in January (Dr. Martin Luther King, Jr. Day)
3. Third Monday in February (President's Day)
4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. September 9 (Admission Day)
8. November 11 (Veterans Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Friday following Thanksgiving Day
11. December 25 (Christmas Day)
12. Any day declared to be a holiday by proclamation of the Mayor.
FLOAT: In addition, employees shall be credited with one floating holiday (equivalent to their shift) credited on January 1.

15.8.1 Holidays - Extra Pay - Generally. Employees covered by this Agreement shall receive compensation for holidays equal to the number of hours in his/her regular shift, paid at straight time. The City shall pay the yearly allotment of holidays as additional pay each pay period. The yearly holiday allotment shall be divided by the number of pay periods in the year and the resulting average number of hours shall be added to the employees pay. The Association and the City agrees that, in accordance with the December 16, 2019 Department of Labor, Wage and Hour Division's Final Rule on the Regular Rate Under the Fair Labor Standards Act, 29 CFR Parts 548 and 778, holiday extra pay is not required to be included in the employee's regular rate of pay.

15.8.2 The Association and the City further agree that if any member of the CCPOA or the CCPOA bring a claim against the City alleging that the holiday extra pay in Section 15.8.1 should be included in the regular rate of pay, then Section 15.8.1 and all of its contents shall immediately be void and shall have no effect and the City shall not be obligated to provide holiday extra pay in accordance with 15.8.1. Instead, the following language will immediately replace it:

"Holidays – Extra Pay for Working on a Holiday. Employees required to work on a holiday by a supervisor in order to maintain the City services shall be paid their regular straight time pay, plus extra compensation of time and one half at the employees' regular rate of pay for the hours worked on the holiday (therefore, total compensation for an employee working on a holiday will be 2.5 times the employee's regular rate of pay).

Holiday Bank – When a holiday falls on an employee's regularly scheduled day off, the employee will accrue 12 hours in their Holiday Bank. Employees will have the option of using these hours throughout the year or cashing out all hours by July 1 of each year. These hours shall be reported to CalPERS in accordance with CalPERS rules and requirements.

Floating Holidays - Employees shall be credited with one (1) Floating Holidays per year. Employees will have the option of using these hours throughout the year or cashing out all hours by July 1 of each year.

**15.9 Jury Duty.** An employee summoned to and serving on jury duty shall submit evidence of the Summons to the Chief of Police. 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 Chief of Police. The employee shall be entitled to retain juror fees as reimbursement for expenses associated with jury duty.

**15.10 Bereavement Leave.** Bereavement leave with pay, not to exceed three (3) days per year, shall be granted to full-time employees at the discretion of the Chief of Police. If the employee needs additional time off due to the death of a member of the employee's immediate family, said time off shall be taken from the employee's accrued banks, in the following order (a leave bank must be exhausted before drawing from a subordinate bank): sick leave, vacation, compensatory time off. Leave shall be based on demonstrated need and shall be limited to death within the

immediate family. The immediate family is defined as spouse/domestic partner, the employee's or spouse's/domestic partner's mother, father, brother, sister, children (including natural, step, and adopted children), grandparents, and legal guardians, or any in-law bearing one of those relationships to the employee's spouse/domestic partner.. (Domestic Partnership as defined by State law.)

**15.11 Family Medical Leave.** Family-related medical leave shall be granted in accordance with Federal and State law, and resulting administrative provisions developed by the City.

**15.13 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 3.69 hours of sick leave per pay period, or major fraction thereof. An employee who is absent because of illness may be required to file a written statement from his or her physician indicating the medical need and anticipated duration of the absence which then must have the approval of the Chief of Police before the employee is eligible to receive sick leave pay. If an absence because of illness or disability extends beyond three (3) consecutive workdays or the employee has used more than four (4) sick days in a calendar year, the employee may be required to submit a physician's written certification verifying the need for and extent of sick leave required for the absence before the employee is eligible to receive sick leave pay.

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

**15.13.1 Sick Leave Accrued Limit and Payoff for Employees hired prior to January 1, 2013.** Any unused portion of accumulated sick leave may be carried over into the next calendar year; provided however, an employee's accumulated sick leave may not exceed nine hundred sixty (960) hours 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 may receive a payment in cash of 25% of unused sick leave when they resign or retire.

Employees with continuous employment over nine (9) years may 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; payment shall be at base salary rate.

In lieu of cash-out provisions described above, employees may convert accrued sick leave to CalPERS service credit upon retirement.

15.13.2 Sick Leave Accrual for Employees **hired on or after January 1, 2013**. Employees may accrue sick leave without limit, but may not cash out unused sick leave. Instead, to encourage attendance at work and discourage the frivolous use of sick leave, employees may convert accrued sick leave to CalPERS service credit upon retirement.

15.13.3 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 that month or more shall be excluded from computation.

15.13.4 Family Illness Leave. If an employee requests to be absent from duty because of illness in the employee's immediate family, which requires the employee's attendance, the Chief of Police 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 the Fair Labor Standards Act. The immediate family is defined as spouse/registered domestic partner, the employee's or spouse's/registered domestic partner's mother, father, brother, sister, children, grandparents and legal guardians to the extent required by Labor Code section 233. (Domestic partnership as defined by State law.)

**15.14 Subpoenaed Absence – Sworn Public Safety Personnel** City Public Safety Personnel who are subpoenaed (re G.C. 68097.1-2) to attend as a witness, shall receive the salary or other compensation to which they are normally entitled from the City during the travel time to and from the place where the court or other tribunal is located and the time they are required to remain at such place pursuant to such subpoena. Travel expenses shall be reimbursed by the City for the actual, necessary and reasonable travel by complying with such subpoena.

Civil subpoenas arising out of the employee's duties shall be respected in accordance with Government Code Section 68097, et seq. The party at whose request such a subpoena is issued for a civil case shall reimburse the City for the full cost incurred in paying the safety personnel their salary or other compensation and traveling expenses as provided for in this Section, for each day that such safety personnel is required to remain in attendance pursuant to such subpoena, as required by Government Code Section 68097, et seq. The amount of one hundred fifty dollars (\$150) shall be deposited with the City, for which City shall issue a receipt prior to the issuance of a subpoena pursuant to this Section for each day.

The City shall provide a detailed billing to the clerk of the court. If the actual expenses should later prove to be less than the amount deposited, the excess of the amount deposited shall be refunded. If the actual expenses should later prove to be more than the amount deposited, the difference shall be paid to the City by the party at whose request the subpoena is issued.

If a court continues a proceeding on its own motion, no additional deposit may be required prior to the issuance of a subpoena or the making of an order directing such safety personnel to appear on the date to which the proceeding is continued.

**15.15 Unauthorized Leave.** Any employee who is absent from work without approved leave shall be subject to termination. The provisions of Section 15.2 relating to automatic resignation may also apply.

**15.16 Catastrophic Leave Donation.** Circumstances may arise where an employee or the employee's immediate family may suffer an unforeseen, unplanned 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:

- A. Employee's Own Personal Extended Illness. An employee who is suffering from a serious illness or a serious accident (excluding Workers' Compensation claims) may be eligible for short term disability insurance and may have sick leave and vacation leave donated to cover the difference between payments received from the disability insurance company and the employees' full salary and to cover the cost of any insurance plan provided by the City.
- B. 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 with 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.
- C. Leave Donation Eligibility Procedures. The employee seeking leave donation must have exhausted all available sick leave, vacation leave and compensatory leave. The employee must submit a request for leave donation to the Human Resources office for review and approval of the City Manager or designee. The employee will be required to provide medical documentation for the need of this leave donation.
- D. Leave Donation Procedure. The donation of leave is voluntary and is irrevocable once donated. Employees wishing to donate leave will submit an authorization for transfer of leave form to the Human Resources office.

Employees may donate up to one day of accrued sick leave in excess of 96 hours in their own sick leave bank. "One day" is based on the hours of the donor's regular shift. Employees may also donate up to one day of accrued vacation time, based on the donor's regular shift. Authorizations to donate leave will be date-stamped and donated leave will be deposited into the requesting employee's sick leave bank as needed, on a "first-in/first-out" basis. Such leave can only be used for the purposes set forth in sections 15.15 A and 15.15 B above. Any donated leave not needed by the requesting employee will not be deducted from the donor's bank.

Donated leave will be credited to the receiving employee's sick or vacation leave bank (in the case of family sick), as appropriate, on an hour-for-hour basis. 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.

All donations will be maintained as confidential information.

## ARTICLE 16: GRIEVANCE PROCEDURE

**16.1 Matters Subject to Grievance Procedures.** A grievance is a complaint by an employee or the employee's organization that the employee has been adversely affected due to a misinterpretation or misapplication of this Memorandum of Understanding. Disciplinary actions or the appeal of a disciplinary action are not subject to the grievance procedures of this Article.

**16.2 Informal Grievance Procedure.** 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 within ten (10) calendar days after the occurrence, or when the employee became aware of the incident in the grievance. The employee shall be provided with a written decision no later than ten (10) calendar days after the informal Grievance discussion. If, after such discussion, the employee does not feel that the grievance has been satisfactorily resolved, the employee shall have the right to present the grievance to the Division Commander as set forth in Section 16.3.1. **The employee and the City shall utilize the grievance form attached to this MOU.**

### **16.3 Formal Grievance Procedure.**

16.3.1 Step 1. 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 Division Commander or designee (collectively referred to as "Division Commander") within ten (10) calendar days from the date when the decision is rendered in the informal grievance procedure. In the event that no decision has been rendered in the informal procedure, the employee may proceed to the Formal Grievance Procedure no later than ten (10) calendar days after the decision was due to be rendered in the Informal Grievance Meeting. The Division Commander shall meet with the employee and/or the employee's designated representative within ten (10) calendar days after the Division Commander's receipt of the written grievance. The Division Commander shall review the grievance and render a decision in writing and return it to the employee and/or the employee's designated representative within ten (10) calendar days after meeting with the employee. In the event that the Division Commander position is unfilled or is otherwise unavailable, the employee may proceed directly to section 16.3.2 within ten (10) days from the date when the decision is rendered (or was due, if no decision is rendered) in the informal grievance procedure.

16.3.2 Step 2. If the employee is not in agreement with the decision reached by the Division Commander, the employee shall have the right to present a formal grievance in writing to the Deputy Chief or designee (collectively referred to as "Deputy Chief") within ten (10) calendar days from the date when the decision is delivered or was due (if no decision is issued) by the Division Commander. The Deputy Chief shall meet with the employee and/or the employee's designated representative within ten (10) calendar days after the Deputy Chief's receipt of the written grievance. The Deputy Chief shall review the grievance and render a decision in writing and return it to the employee and/or the



employee's designated representative within ten (10) calendar days after meeting with the employee.

In the event that the Deputy Chief position is unfilled or is otherwise unavailable, the employee may proceed directly to section 16.4.1 within ten (10) days from the date when the decision is rendered (or was due, if no decision is rendered) in the informal grievance procedure.

#### **16.4 Appeal Procedures.**

16.4.1 Step 3. If the employee does not agree with the decision reached by the Deputy Chief, the employee may present an appeal in writing to the Police Chief within ten (10) calendar days after the employee's receipt of the Deputy Chief's decision. The appeal shall be signed and delivered to the Police Chief who shall set a meeting between the Police Chief and the employee and/or the employee's representative to discuss the grievance within ten (10) working days. Within ten (10) working days from the date of the meeting, the Police Chief shall deliver a copy of the decision to the employee and/or the employee's representative and the Deputy Chief.

16.4.2 Step 4. If the employee does not agree with the decision reached by the Police Chief, the employee may present an appeal in writing to the City Manager, or his/her designee, within ten (10) calendar days after the employee's receipt of the Police Chief's decision. The appeal shall be signed and delivered to the Human Resources Manager, who shall set a meeting between the City Manager, or his/her designee, and the employee and/or the employee's representative to discuss the grievance within ten (10) working days. Within ten (10) working days from the date of the meeting, the City Manager, or his/her designee, shall deliver a copy of the decision to the employee and/or the employee's representative and to the Police Chief. The decision of the City Manager, or his/her designee is final, and no further appeal may be had. Nothing in this section should be interpreted to limit the employee's right to further administrative or judicial process outside of the City's internal process.

**16.5 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.

**16.6 Failure to Meet Procedural Requirements.** Failure at any step of the grievance procedure to fully comply with the requirements of this Article shall be deemed a waiver of the employee's and/or the employee's representative to proceed under this Article. The failure by the City at any step of this grievance procedure to communicate the decision within the specified time limits shall be deemed a denial of the complaint and shall permit the employee to proceed to the next step in the grievance procedure.

**16.7 Persons Involved in the Grievance Procedure.** If a grievance regards conduct by a person who is responsible for hearing the grievance at any step in the procedure, the employee may bypass that step and submit the grievance directly to the next step. The employee should state the reason for the bypass in any written grievance.

## **ARTICLE 17: EMPLOYEE REPORTS AND RECORDS**

- 17.1 Personnel File.** The Personnel Officer shall maintain a personnel file for each employee of the City. Police Officer personnel records relating to complaints, investigations, and other matters deemed confidential under Evidence Code Section 1043 shall be maintained by the Chief of Police. Employees have the right to inspect the contents of their respective personnel files during a scheduled appointment.
- 17.2 Disclosure of Information.** No information shall be disclosed from the personnel file of a current or former 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 or former employee may authorize the disclosure of information from their file only when written permission is provided. Nothing herein shall preclude nor specifically deny the use of any information in Personnel files in any phase of a disciplinary or probationary action. Confidentiality provisions established by Penal Code Section 832.7 and Evidence Code sections 1043 and 1045 shall be respected. Nothing herein shall preclude the use of any information in an employee's 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 therefor is submitted, if the City Attorney advises that the requested information must be released.

## **ARTICLE 18: EDUCATION INCENTIVE**

The City of Cathedral City encourages employees to further their educational goals and objectives by attending classes on their own time which are job related and of direct benefit to the City and when such costs are not reimbursed or paid for by other sources. The City shall partially reimburse the employee for actual expenses upon successful completion of the class or classes. Except with the approval of the City Manager, City vehicles will not be authorized for use for transportation to and from classes, nor will mileage allowance be provided.

The City will reimburse the employee for 80% of the incurred costs of tuition, books and fees, subject to a fiscal year maximum of \$4,000, and a lifetime maximum of \$6,000. Education pursuit up to one Bachelor's degree will be approved without proof of job relatedness. For work beyond a Bachelor's Degree, reimbursement will be made only if job-related.

## **ARTICLE 19: FRINGE BENEFITS**

### **19.1 Employee Health Benefits**

Public Employees' Medical and Hospital Care Act. The City provides health insurance benefits through the CalPERS Health Program pursuant to the Public Employees' Medical and Hospital Care Act (PEMHCA). The City provides dental and vision benefits through plans outside of the CalPERS Health Program.

19.1.1 PEMHCA Minimum Contribution. The City will pay the minimum employer contribution amount for employees enrolled in one of the City’s PEMHCA plans, as set forth by CalPERS and pursuant to Government Code Section 22892.

- The minimum employer contribution amount for 2020 calendar year is \$139.00.
- The minimum employer contribution amount for the 2021 calendar year will be the amount established by CalPERS.

19.1.2 Cafeteria Plan. The City shall offer a cafeteria plan for medical, dental, vision, and short-term disability.

19.1.3 City’s Contribution Amount. Effective July 1, 2020, the City’s monthly cafeteria plan contribution, inclusive of the PEMHCA minimum monthly contribution, shall be as follows:

Selected Plan	Maximum City Contribution
Employee Only	\$950
Employee plus one	\$1850
Family	\$2400

An employee electing a medical plan less expensive than the City’s contribution amount may use the remaining balance to pay for dental, vision and/or short-term disability insurance premiums. Any amount remaining stays with the City. An employee electing a plan or plans that cost more than the City’s contribution amount shall be responsible for paying the difference in cost.

19.1.4 HRA Contribution – Employees Hired After July 1, 2020. For employees hired after July 1, 2020, the City shall also contribute \$100.00 per month to the employee’s Health Reimbursement Arrangement (HRA) plan, and associated fixed dollar cost of administration. This HRA contribution is for employees only and shall cease upon separation from City employment.

## 19.2 Retiree Health Benefits.

19.2.1 Public Employees' Medical and Hospital Care Act. The City provides retirement health insurance benefits through the CalPERS Health Program pursuant to the Public Employees’ Medical and Hospital Care Act (PEMHCA). To participate, an employee must retire with CalPERS within 120 days of separation from the City, or as otherwise provided by PEMHCA requirements. Participating retirees shall comply with all applicable PEMHCA laws, regulations and rules, including but not limited to the requirement to enroll in Medicare when eligible. The City will not pay for the cost of Medicare enrollment.

19.2.2 Level 1 Retirees – **Hired before January 1, 2013**. For employees hired before January 1, 2013 who retire from the City and who are enrolled as a retiree in a PEMHCA plan (“Level 1 Retirees”), the City will pay the PEMHCA minimum contribution as set forth by CalPERS and pursuant to Government Code Section 22892. Additionally, Level 1 Retirees shall

have a vested right to retirement health benefits consisting of a supplemental City-paid contribution (minus the PEMHCA minimum contribution), as follows:

Selected Plan	Maximum City Contribution
Retiree Only	\$950
Retiree plus one	\$1850
Family	\$2400

For example, for a Level 1 Retiree enrolled in a Retiree only plan during the year 2020, the City will pay \$139 per month as the PEMHCA minimum contribution, and will provide up to an additional \$811 per month as the supplemental City-paid contribution directly to the retiree.

It is the intent of the parties that “vested rights” shall have the meaning as is generally associated with that term under the law. The City has agreed to grant vested rights in exchange for the Union’s agreement to establish Level 3 Retirees.

In the event that a Level 1 Retiree’s selected medical plan cost is less than the maximum City contribution for any given month, the unused value of the City’s maximum contribution for that month may be applied toward the cost of any vision and/or dental plan, and any remaining amounts shall be automatically forfeited. In the event that a Level 1 Retiree’s selected medical plan cost is greater than the maximum City contribution for any given month, the retiree shall be responsible for paying the resulting difference in cost.

In the event that a future action by the State and/or Federal government creates a health care program that replaces the group health insurance provided by the City, then the City’s total maximum contribution as otherwise provided by this section shall not be permitted to exceed the Level 1 Retiree’s actual monthly cost, if any, of participation in such replacement health care program.

Level 1 Retirees may continue to participate in the City’s dental and/or vision plan subject to plan terms and conditions.

The City will continue the supplemental City-paid contribution upon death of the Level 1 Retiree as long as surviving spouses, domestic partners, or other dependents continue to be eligible to participate in the medical plan subject to all applicable PEMHCA requirements and plan terms and conditions. Dental and vision plan participation shall cease upon the death of the Level 1 Retiree, but surviving spouses, domestic partners, or other dependents can continue under COBRA guidelines.

19.2.3 Level 2 Retirees – **Hired between January 1, 2013 and June 30, 2020.** After five years of continuous service with the City, employees hired between January 1, 2013 and June 30, 2020 who retire from the City and who are enrolled as a retiree in a PEMHCA plan (“Level 2 Retirees”), the City will pay the PEMHCA minimum contribution as set forth by CalPERS and pursuant to Government Code Section 22892. Additionally, Level 2 Retirees shall have a vested right to retirement health benefits consisting of a supplemental City-paid

contribution (minus the PEMHCA minimum contribution), based on their total years of service with CalPERS as follows:

Credit Years of CalPERS Service	Percentage of City Contribution
5-10	PEMHCA Minimum
<b>10</b>	50%
<b>11</b>	55%
<b>12</b>	60%
<b>13</b>	65%
<b>14</b>	70%
<b>15</b>	75%
<b>16</b>	80%
<b>17</b>	85%
<b>18</b>	90%
<b>19</b>	95%
20	100%

The City-paid contribution will be calculated as a percentage of the following amounts:

Selected Plan	Maximum City Contribution
Retiree only	\$950
Retiree plus one	\$1850
Family	\$2400

For example, for a Level 2 Retiree enrolled in a Retiree only plan during the year 2020 with 10 years of CalPERS service, the Retiree would be entitled to 50% contribution, or \$475. The City will pay \$139 per month as the PEMHCA minimum contribution, and will provide up to an additional \$336 (50% of \$475) per month as the supplemental City-paid contribution directly to the retiree.

It is the intent of the parties that “vested rights” shall have the meaning as is generally associated with that term under the law. The City has agreed to grant vested rights in exchange for the Union’s agreement to establish Level 3 Retirees.

The City will continue the supplemental City-paid contribution upon death of the Level 2 Retiree as long as surviving spouses, domestic partners, or other dependents continue to be eligible to participate in the medical plan subject to all applicable PEMHCA requirements and plan terms and conditions.

In the event that a future action by the State and/or Federal government creates a health care program that replaces the group health insurance provided by the City, then the City’s total maximum contribution as otherwise provided by this section shall not be permitted to exceed the Level 2 Retiree’s actual monthly cost, if any, of participation in such replacement health care program.

Level 2 Retirees may participate in the City’s dental and/or vision plan(s) entirely at their own expense and subject to plan terms and conditions. Dental and vision plan

participation shall cease upon the death of the Level 2 Retiree, but surviving spouses, domestic partners, or other dependents can continue under COBRA guidelines.

19.4.4 Level 3 Retirees – **Hired on or after July 1, 2020**. For employees hired on or after July 1, 2020 who retire from the City and who are enrolled as a retiree in a PEMHCA plan (“Level 3 Retirees”), the City will pay only the PEMHCA minimum contribution as set forth by CalPERS and pursuant to Government Code Section 22892. There shall be no supplemental City contribution for Level 3 Retirees.

Level 3 Retirees may participate in the City’s dental and/or vision plan(s) entirely at their own expense and subject to plan terms and conditions.

**19.3 Public Employees Retirement System.** All regular employees of the City are automatically covered by the City’s contract with the Public Employees’ Retirement System. Membership shall commence immediately upon employment. All unit members are provided the CalPERS 1959 survivor benefit.

19.3.1 First Level – Police The Public Employees’ Retirement System (PERS) contract provides the 3%@55 retirement benefit with single highest year compensation consideration for all sworn officers of the CCPOA hired prior to January 1, 2013. Sworn members shall pay their full 9% member contribution.

19.3.2 PEPRAs New Members – Police. The California Public Employees’ Pension Reform Act of 2013 (PEPRA) establishes a new retirement plan for employees hired on or after January 1, 2013. All employees hired on or after that date shall be subject to the retirement plan provided for “classic” or “new members” under PEPRA.

**19.4 Uniform/Equipment Allowance.** Uniform/equipment allowance shall be paid to sworn employees of the CCPOA at the rate of \$ 140.00 per month for purchase, maintenance and replacement of uniforms and equipment.

19.4.1 SWAT Team Uniforms. SWAT members shall be provided with one (1) uniform set, not including a jacket, per year with the approval of the Cathedral City SWAT Commander.

**19.5 Deferred Compensation.** The City provides a deferred compensation plan for employees under which the City shall match an employee’s contribution up to \$46.16 per pay period.

**19.6 Long Term Disability Income.** Accidental Death and Dismemberment. All employees covered by this Agreement shall be included in the City’s long-term disability programs providing partial coverage for disabling injuries and illnesses non-industrial in nature (not covered by workers’ compensation), and including accidental death and dismemberment benefits. Optional short term disability insurance is available per Article 19.1.2.

**19.7 Life Insurance.** The City shall provide, through an insurer or on a self-insured basis, life insurance for each employee covered by this Agreement in the amount of \$150,000.

**19.8 Officer Killed in the Line of Duty.** The City shall pay the cost of dependent medical, dental and vision insurance premiums for the eligible dependents of an officer killed in the line of duty. Such

benefits shall cease for the surviving spouse in accordance with CalPERS regulations or relevant plan documents. Such benefits shall cease for dependents when they reach age twenty-six (26). For purposes of this Section, the term “dependent” shall mean the son, daughter, step-son or step-daughter for which an officer is legally responsible.

- 19.9 Personal Security.** An officer who is wounded or seriously injured as the result of a criminal act by another during an incident arising from or directly related to the performance of his/her law enforcement duties shall, upon the determination of the ranking officer in charge or upon reasonable request that an imminent threat exists and approval of his/her division commander, be provided with a sworn peace officer guard during his/her period of hospitalization until such time as it is determined that a threat to the officer’s safety no longer exists.

## **ARTICLE 20: SHIFT SELECTION; WORK SCHEDULING**

- 20.1 Alternate Work Schedule.** An alternate work schedule, based upon a 3/12 plan, will be developed for those police individuals of the Association assigned to patrol provided that no additional costs are anticipated to be borne by the City thereby. Alternate work schedules will be developed for other police members of the Association. Operations special details will be based on a 4/10 or 9/80, but not a 5/8. The proposed 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. However, motorcycle patrols will remain on a 4/10 or other alternate schedule at the discretion of the Chief of Police. Lunch would be included in the schedule except for division managers.

Investigations and K-9 will remain on a 9/80, or another alternate schedule plan if the 3/12 program for patrols is canceled.

- 20.2 Longevity Pool.** A longevity pool shall be established which shall give experienced officers, 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 this department as a police officer for at least three (3) years.

A Field Training Officer will be assigned to each shift/watch. A probationary employee may not serve as a Field Training Officer. Employees shall meet the P.O.S.T. requirements for Field Training Officers, shall have at least three (3) years law enforcement experience and shall have at least eighteen (18) months patrol duty experience

Based on the operational needs of the Department, the POA agrees to support shift scheduling whereby after four (4) consecutive rotations the officers, by seniority, will select another shift which is the opposite time of day. Any shift selection may be rejected for substantial performance reasons, which shall be communicated in writing to the affected employee. By definition “Shift” will be “A.M.” or “P.M.”; “A.M.” being 0600 to 1800 hours and “P.M.” being 1800 to 0600 hours. Specialized assignments such as canine and traffic will not be part of this shift selection program.

The department 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. Officers not selecting shifts within the sign-up period will have shifts assigned by the Operations Division Manager. Shift

rotation will be based on four (4) month tours: January-April, May-August, and September-December. Vacation scheduling will be posted based on a calendar year, "first come, first served." Vacation/time off is typically limited to one officer off a designated team at one time, unless approved by the Division Manager or designee. Whenever possible, however, a second officer may be allowed vacation/time off a designated team. Vacation/time off for a second officer from a designated team shall be contingent upon the following criteria:

- 20.2.1 The City has not received a request for compensatory time off from another officer from a designated team;
- 20.2.2 Allowing the second officer to take vacation/time off will not reduce the number of officers on a designated team to drop below minimum staffing levels;
- 20.2.3 There are no compelling issues or events occurring during the second officer's requested vacation/time off which would necessitate the second officer to work; and,
- 20.2.4 If the second officer submits a vacation request well in advance of the requested time off, the City will notify the second officer regarding approval or denial of the request thirty (30) days prior to the requested time off.

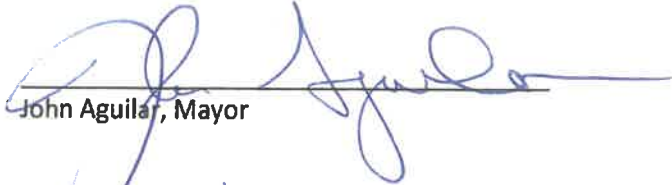
## **ARTICLE 21: AGREEMENT ALL INCLUSIVE**

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 the employee association 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. Except by mutual agreement, this Memorandum of Understanding is not subject to reopening for any purpose. 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 Section 3505.1, this Memorandum of Understanding has been jointly prepared by the representatives of the City of Cathedral City and of CCPOA 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.

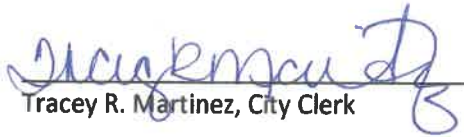


APPROVED BY THE CITY COUNCIL

  
\_\_\_\_\_  
John Aguilar, Mayor

Executed this 10<sup>th</sup> day of June, 2020.

ATTEST:

  
\_\_\_\_\_  
Tracey R. Martinez, City Clerk

**CITY OF CATHEDRAL CITY**


**CATHEDRAL CITY  
POLICE OFFICERS ASSOCIATION**


  
\_\_\_\_\_  
Charles P. McClendon, City Manager

  
\_\_\_\_\_  
Brian Barkley, President


  
\_\_\_\_\_  
Eugenia Torres, Human Resources Manager

  
\_\_\_\_\_  
Mark Robles, Vice President

  
\_\_\_\_\_  
AnnMarie Quintanilla, HR Specialist

  
\_\_\_\_\_  
Jeff Blachley, Secretary

  
\_\_\_\_\_  
Matt Buehler, Treasurer

  
\_\_\_\_\_  
Daniel Anes, Board Member

  
\_\_\_\_\_  
Garin Smith, Sergeant at Arms

**CATHEDRAL CITY  
CCPOA GRIEVANCE FORM**

**Instructions:** To submit a formal grievance, employees must: complete all items in section **PART I - GRIEVANCE INFORMATION** and then submit this form to their within the time outlined in the Cathedral City Police Officers Association ("CCPOA") Memorandum of Understanding ("MOU"), Article 16 ("Grievance Procedure").<sup>1</sup> **Employees are responsible for appealing each level of the grievance. Failure to follow the MOU's grievance procedures may result in grievance forfeiture.** Please note that failure to provide all information requested below may result in a grievance-processing delay.

**PART I - GRIEVANCE INFORMATION AND INFORMAL GRIEVANCE PROCEDURE**

Grievant's Name: \_\_\_\_\_ Classification/Title: \_\_\_\_\_  
Department \_\_\_\_\_ Division: \_\_\_\_\_  
:  
Date Giving Rise to Grievance: \_\_\_\_\_  
Date Employee Became Aware of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
Immediate Supervisor: \_\_\_\_\_ Division \_\_\_\_\_  
Commander: \_\_\_\_\_  
Location of Event Giving Rise to  
Grievance: \_\_\_\_\_

Statement of Grievance (please provide details of the event causing the grievance - attach pages as needed):

<sup>1</sup> Article 16 of the CCPOA MOU's grievance procedure(s) do *not* apply to disciplinary actions or to the appeal of same.

**CITY OF CATHEDRAL CCPOA GRIEVANCE FORM**

Provision of the CCPOA MOU Alleged to Have Been Violated:

Relief Sought by Grievant:

Potential Witnesses:

Have you discussed this grievance with your Immediate Supervisor?  Yes  No Date and location of discussion:

If no, please explain why:

If yes, what was your Immediate Supervisor's response? *Attach any written response from the immediate supervisor, or the immediate supervisor can include a response directly on this form.*

Have you discussed this grievance with your Division Commander?  Yes  No Date and location of discussion:

If no, please explain why:

I will represent myself **OR**  My representative will be: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF CATHEDRAL CCPOA GRIEVANCE FORM**

**PART II – DIVISION COMMANDER OR DESIGNEE REVIEW**

Name of Division Commander  
(Or: Name of Division Commander  
Designee): \_\_\_\_\_

Was this grievance submitted within ten (10) calendar days of occurrence of the incident in the grievance?  Yes  No

Does Grievant's Immediate Supervisor concur with the summary of his/her decision regarding Grievant's allegations?  Yes  No

*If the Immediate Supervisor does not concur, then attach a written statement from this Supervisor, which details his/her meeting with Grievant and his/her subsequent decision regarding this form.*

Date of Meeting with Grievant (if applicable): \_\_\_\_\_

Date of Division Commander's Written Decision: \_\_\_\_\_

Summary of Division Commander's Decision (*attach full written decision to this form and provide a copy to the Grievant*):

Division Commander's  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CATHEDRAL CCPOA GRIEVANCE FORM**

**PART III – DEPUTY CHIEF OR DESIGNEE REVIEW**

*Note: If the Deputy Chief position is vacant or otherwise unavailable, the employee may proceed directly to Part IV*

Name of Deputy Chief

(Or: Name of Deputy Chief Designee): \_\_\_\_\_

Was this grievance submitted to you within ten (10) calendar days of the Division Commander's decision?  Yes  No

Does the Division Commander concur with the summary of his/her decision provided by the Grievant?  Yes  No

Date of Meeting with Grievant (if applicable): \_\_\_\_\_

Date of Deputy Chief's Written Decision: \_\_\_\_\_

Summary of Deputy Chief's Decision (*attach full written decision to this form and provide a copy to the Grievant*):

Deputy Chief's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CATHEDRAL CCPOA GRIEVANCE FORM**

**PART IV – APPEALS PROCEDURE – POLICE CHIEF**

Name of Police Chief: \_\_\_\_\_

Was this appeal submitted within ten (10) calendar days of the Deputy Chief's decision?  Yes

No

Does the Deputy Chief concur with the summary of his/her decision provided by the Grievant?  Yes

No

Date of Meeting with Grievant (if applicable): \_\_\_\_\_

Date of Police Chief's Written Decision: \_\_\_\_\_

Summary of Police Chief's Decision (*attach full written decision to this form and provide a copy to the Grievant*):

Police Chief's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF CATHEDRAL CCPOA GRIEVANCE FORM**

**PART V – APPEALS PROCEDURE – CITY MANAGER**

Name of City Manager: \_\_\_\_\_

**SUBMIT TO THE HUMAN RESOURCES MANAGER FOR COORDINATION**

Was this appeal submitted within ten (10) calendar days of the Police Chief's decision?

- Yes
- No

Does the Police Chief concur with the summary of his/her decision provided by the Grievant?

- Yes
- No

Date of Meeting with Grievant (if applicable): \_\_\_\_\_

Date of City Manager's Written Decision: \_\_\_\_\_

Summary of City Manager's Decision (*attach full written decision to this form and provide a copy to the Grievant*):

City Manager's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**IMPORTANT – PLEASE READ**

**NOTHING IN SECTION V SHOULD BE INTERPRETED AS LIMITING EMPLOYEE'S RIGHT TO FURTHER ADMINISTRATIVE OR JUDICIAL PROCESSES OUTSIDE THE CITY'S INTERNAL PROCESS**

**LETTER OF AGREEMENT  
BETWEEN  
CITY OF CATHEDRAL CITY  
AND  
CATHEDRAL CITY POLICE OFFICERS ASSOCIATION**

The City of Cathedral City ("City") and the Cathedral City Police Officers Association ("Association") (collectively, the "Parties") hereby enter into this Letter of Agreement ("Agreement"). Disputes have arisen between the Parties regarding the subjects addressed in this Agreement. Neither the City nor the Association acknowledge any wrongdoing, and enter into this Agreement to resolve those disputes. The Parties agree as follows:

1. The Parties agree that for purposes of salary step advancement within Range 130, which is described in section 10.1.1 of the Memorandum of Understanding from January 1, 2020 to December 31, 2021 ("MOU"), when an employee at Range 130, Step 3 becomes eligible for a step advancement within Range 130, the employee will be advanced directly to Step 5. Any employee who was advanced from Range 130, Step 3 to Range 130, Step 4 after the MOU was adopted on June 10, 2020, will be advanced to Range 130, Step 5, effective on the employee's most recent salary anniversary date.
2. The Parties agree that for the purpose of calculating all flat dollar amount stipends for overtime calculation during this term of agreement, the City will use the minimum required by the Fair Labor Standards Act ("FLSA"), which requires that the total amount earned (hourly rate and flat dollar amounts) be divided by the total hours worked.
3. The Association agrees to withdraw its pending grievance regarding the calculation of overtime, and agrees not to grieve or otherwise challenge the City's use of the FLSA as the basis for this calculation during this term of agreement. The Association further agrees not to grieve or otherwise challenge the City's prior advancement of employees from Range 130, Step 3 to Range 130, Step 4.

The Parties further agree that this Agreement is effective as of the last date signed below, and that it will remain in effect until the adoption of a successor memorandum of understanding to the current MOU ("successor MOU"). This Agreement will automatically expire upon the adoption of a successor MOU. Either Party may propose to include all or part of this Agreement into a successor MOU, subject to the meet and confer process.

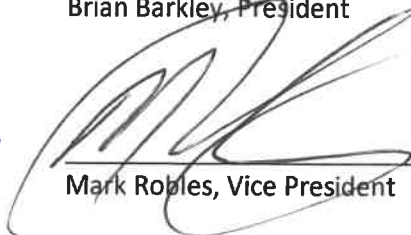
**CITY OF CATHEDRAL CITY**

**CATHEDRAL CITY POLICE OFFICERS ASSOCIATION**

  
\_\_\_\_\_  
Charles P. McClendon, City Manager      Date      10-1-2020

  
\_\_\_\_\_  
Brian Barkley, President      Date      10-01-2020

  
\_\_\_\_\_  
Eugenia Torres, HR Manager      Date      10-01-20

  
\_\_\_\_\_  
Mark Robles, Vice President      Date      10/01/2020