



Cathedral City

CITY OF CATHEDRAL CITY

**MEMORANDUM OF
UNDERSTANDING
CATHEDRAL CITY POLICE
MANAGEMENT ASSOCIATION
(CCPMA)**

JULY 1, 2019 – JUNE 30, 2022

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CATHEDRAL CITY AND THE CATHEDRAL CITY POLICE MANAGEMENT ASSOCIATION

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

- A. The Cathedral City Police Management 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:

Sergeant
Commander
Dispatch Supervisor

- B. Representatives of the Cathedral City Police Management Association (hereinafter sometimes referred to as "CCPMA") and the City of Cathedral City (hereinafter sometimes referred to as the "City") have met and conferred in good faith on wages, hours, and other terms and conditions of employment for the employees represented by CCPMA in the bargaining unit listed above and have reached agreements which are set forth in this Memorandum of Understanding (hereinafter sometimes referred to as the "MOU" or "Agreement"). The parties have fully discharged their obligations to each other pursuant to the Meyers-Milias-Brown Act ("MMBA," Gov. Code § 3500 *et seq.*) for all matters within the scope of representation for the term of this MOU.

- C. 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 and by majority vote of the bargaining unit of employees represented by CCPMA.

Subject to the foregoing limitations, CCPMA and the City agree as follows:

ARTICLE 1: MAINTENANCE OF MEMBERSHIP; CONTRACT BAR; PETITIONS FOR DECERTIFICATION

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 CCPMA and deduct those authorized Association dues.

The Association agrees to indemnify and hold the City of Cathedral City harmless from any liabilities of any nature which may arise as a result of the application of provisions of this Article.

ARTICLE 2: SEVERABILITY

It is understood and agreed by the parties that this MOU is subject to all present and future applicable Federal and State laws and regulations, and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. The parties hereto

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

ARTICLE 3: STRIKES AND/OR JOB ACTIONS

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

ARTICLE 4: SUCCESSOR NEGOTIATIONS

Representatives of the City and CCPMA shall commence negotiations for a successor Agreement within a reasonable period of time prior to the expiration of this Agreement. The parties shall also make a good faith effort to conclude said negotiations prior to the expiration of this Agreement.

ARTICLE 5: TERM

The term of this Agreement shall be from July 1, 2019 through June 30, 2022. Except as otherwise agreed to in this Agreement, this Agreement shall not be reopenable for any purpose except by mutual agreement of the parties or except as set forth in the side letters of agreement that are simultaneously entered into with this Agreement regarding (1) a classification and compensation study of the Police Commander classification , and (2) integration of the Dispatch Supervisor classification into the CCPMA.

Unless otherwise provided for in this Agreement, all financial changes go into effect during the pay period in which the City Council approves the Agreement.

ARTICLE 6: GENERAL PROVISIONS

6.1 Equal Employment Opportunity. Appointments and promotions of individuals shall be made on the basis of job related standards of education, training, experience, merit and ability. No appointment to or removal from a position in the City's personnel system shall be affected or influenced by any consideration of race, color, or national origin, religious creed, ancestry, age, sex, marital status, physical disability, mental disability, medical condition, pregnancy, child birth or related medical condition, sexual orientation, domestic partnership status or religious opinion or affiliation, and and/or other legally protected status.

6.2 **Safety and Health.** Each employee shall comply with CAL/OSHA safety laws, rules and regulations. All employees shall follow safe practices, use personal protective equipment as required, render every possible aid to safe operations, and report all unsafe conditions or practices. Special equipment, if it is required, shall be provided by the City.

6.2.1 **Intoxicating Substances.** Employees shall avoid using intoxicating substances at least eight (8) hours prior to reporting to the scheduled work shift and at any time during the work day, including lunch or dinner breaks, except when necessary to conduct an approved investigation. Employees shall not have in their possession any intoxicating substances while on duty, 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.

6.2.2 **Safety Equipment.** Any safety equipment required by the City or by OSHA regulations shall be provided and replaced by the City; an employee will be responsible for replacement of equipment damaged through abuse.

6.3 **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 the prior approval of 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 permitted by the City Manager or designee, State and Federal laws, MOU, or Council resolution.

6.4 **Inconsistent Employee Activities.** In making a determination as to the consistency or inconsistency of outside activities, the department head or appointing power shall consider, among other pertinent factors, whether the activity:

- a. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course of his or her City employment as a part of his or her duties as a City employee; or,
- b. Involves conditions or factors which would be incompatible or in conflict with the duties, functions or responsibilities of the employee in his or her regular City employment; or,

- c. 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,
- d. Involves such time demands as would render performance of his or her duties as a local agency officer or employee less efficient; or,
- e. Involves the use for private gain or advantage of City time, facilities, equipment and supplies, prestige, influence, or confidential information of one's City office or employment; or,
- f. Involves the solicitation of future employment with a business having business transactions with the City over which the employee has some control or influence in his or her official capacity at the time of the transaction.

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

6.6 Political Activity. Except as necessary to meet requirements, if any, of Federal law, no restrictions shall be placed on the political activities of any officer or employee of the City of Cathedral City other than the following:

- a. Use of office, authority or influence to obtain change in position or compensation. No employee shall, directly or indirectly, use, promise, threaten or attempt to use his or her office, authority or influence, to secure, or to obstruct or prevent another person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within the City, upon the condition that his or her vote or another's vote, influence or action shall be given or used on behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition or consideration. (Government Code Section 3204.)
- b. Soliciting political funds or contributions from other officers or employees. No employee shall directly or indirectly solicit political funds or contributions from other employees of the City. The employee, however, is not prohibited from communicating through the mail or by other means, requests for political funds or contributions to a significant segment of the public which may include officers or employees of the City. (Government Code Section 3205.)
- c. No employee shall engage in political activity during working hours nor engage in political activities at any time on City premises. (Government Code Section 3207.)

- d. No employee of the City may engage, during his or her working hours, in the solicitation or receipt of political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service or other working conditions of the employees of the City; nor shall entry be permitted into the workplace during working hours for those purposes. (Government Code Section 3209.)
- e. Employees, the City and CCPMA shall in all other respects comply with the provisions of Government Code sections 3201-3209.

6.7 Criminal Conviction – Ineligibility for Employment. Except as otherwise hereinafter provided, no person convicted of a felony, or of a misdemeanor involving moral turpitude, shall be eligible for employment in the service of the City; provided, however, that the City Manager may disregard such conviction, if he or she finds and determines that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of the person at the time of conviction, or the fact that performing within the classification applied for would not be affected by the conviction.

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

6.8 Tobacco Products. City employees are encouraged not to consume tobacco products as they are 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.

ARTICLE 7: MANAGEMENT RIGHTS

7.1 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 and to exercise its management rights without the obligation to meet and confer over the decision to exercise any retained management rights, which include, but not be limited to:

- a. the exclusive right to determine the mission of its constituent departments, commissions, and boards;
- b. set standards and levels of service;
- c. determine the procedures and standards of selection for employment and promotions;
- d. direct its employees;
- e. establish and enforce dress and grooming standards;
- f. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- g. maintain the efficiency of governmental operations;

- h. determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- i. determine the content and intent of job classifications;
- j. determine methods of financing;
- k. determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- l. determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- m. determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
- n. assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- o. establish and modify productivity and performance programs and standards;
- p. discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- q. establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and
- r. exercise complete control and discretion over its organization and the technology of performing its work.

7.2 Not Subject to Grievance Procedure. The exercise by the City through its Council and management representatives of its management rights as set forth above shall not in any way, directly or indirectly, be subject to the grievance procedure. The City shall, on request of CCPMA, meet and confer on the impact, if any, of the exercise of any management rights. This, however, will not in any manner limit the city's prerogative to exercise any retained management right.

ARTICLE 8: COMPENSATION

8.1 Salary Increase. Employees shall receive the following across-the-board increases during the term of this agreement, effective the first full payroll period following the following designated dates:

Effective during the pay period Council approves this MOU – 3.0%

Effective following 7/1/2020 – 3.0%

Effective following 7/1/2021 – 3.0%

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

- a. Advancement to a next higher merit increase step may be made after a twelve (12) month interval from the hire date or from the effective date of the employee's last increase, and for continued satisfactory service. A merit increase based on educational or P.O.S.T. Certificate Achievement shall not change the otherwise effective merit review date.
- b. At the time of each employee's next merit review, as extended, advancement to a next higher merit increase step may be made. Thereafter, advance to a next higher merit step increase may be made after a twelve (12) month interval from the hire date or the date of the last merit increase, whichever is most recent, for continued satisfactory service.
- c. Except for the extension of the merit review date as specified in subparagraph a, advancement to the next higher merit increase step shall not be automatic. Such salary increase or denial of salary increase shall require the specific recommendation, through a performance evaluation, of the employee's department head and the approval of the Human Resources Manager. When an employee is denied an increase, he or she may be reconsidered for such advancement at any subsequent time with a satisfactory performance evaluation.
- d. Except for the extension of the merit review date as specified in subparagraph a, advancement to merit step 6 and above may occur after two (2) years 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 and efficient service and continued improvement by the employee in the effective performance of the duties of his or her position.
- e. A 7.5% longevity pay adjustment shall occur after fifteen (15) years of City employment, and a 5% longevity pay adjustment shall occur after twenty (20) years of City employment. Further, a 2.5% longevity pay adjustment shall occur after twenty-five (25) years of City employment, effective 07/01/2015.
- f. Employees hired on or after January 1, 2013 are not eligible for longevity provisions described in Section e. above.
- g. The parties agree that, to the extent permitted by law (2 CCR section 571 and 2CCR section 571.1), longevity pay shall be reported to CalPERS as special compensation or pensionable compensation.

8.3 Salary on Promotion. Effective July 1, 2019 any employee promoted to Sergeant will be placed at the step that provides a minimum of 15% increase over their prior base rate of pay at the time of promotion. Effective July 1, 2019, any employee promoted to Commander will be placed at the step that provides a minimum of 10% increase over their base rate of pay at the time of promotion. Effective January 1, 2020, any employee promoted to Dispatch Supervisor will be placed at the step that provides a minimum of 5% increase over their prior base rate of pay at the time of promotion. No employee may be given a new base rate of pay that exceeds the highest merit/longevity increase step of

the new range. The employee's merit review date shall change to the effective date of the promotion for consideration in subsequent years. "Base rate of pay" is the salary provided to the employee based on his/her step placement in the then-current publicly-available pay schedule, and shall not include any specialty pays, stipends, or other enhancements or increases that the employee may be entitled to in the position the employee holds prior to promotion.

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

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

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

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

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

8.8 Special Salary Adjustments. A department head may recommend in writing, to raise an employee's salary step to a higher merit/longevity 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.

8.9 Overtime. A department head may require an employee to work beyond the employee's regular hours of employment. Any overtime hours worked by the Police Sergeants and Police Commanders will be paid overtime at the rate of one and one-half (1 ½) times the employees regular rate of pay or, compensatory time may be taken if the maximum accrual will not be exceeded (see Section 12.8).

Any overtime hours worked by Non-Sworn employees in excess of forty (40) hours in a work week shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay or compensatory time may be taken if the maximum accrual will not be exceeded (see Section 12.8).

8.10 Other Compensatory Time Off. The City Manager may grant compensatory 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.

8.11 Call Out Pay. For Police Commanders only, the City shall pay for any call out during any weekend or after hours call out if the employee had been released from work on a normal business day. Dispatch Supervisors and Police Sergeants receive regular compensation for call-outs (including overtime, if applicable).

8.12 Compensation for Layoff. An employee who is terminated from the classified service of the City as a result of a layoff shall be paid for accrued vacation and accrued overtime. Payment shall also be made under the provisions of Section 12.14, if a laid off employee has three (3) or more years of employment with the City. Accrued sick leave shall be restored to an employee if the employee is re-employed within one (1) year. Should an employee be re-employed 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 re-employed within a period of one (1) year shall retain their assigned merit review dates. Regular employees who are re-employed after a period of one (1) year will be assigned a new merit review date.

8.13 Compensation During Suspension. An employee who is suspended with pay under the disciplinary procedures shall be paid normal salary at that salary rate that the employee was entitled to prior to the suspension. An employee who is suspended without pay under the disciplinary procedures shall not be paid for those specific days of suspension. Additionally, an employee suspended without pay shall not accrue sick leave, vacation,

seniority or other benefits during a suspension of more than fifteen (15) working days, except that health and life insurance benefits will be maintained.

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

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

- 8.15 **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 for a period of fifteen (15) consecutive working days or more.

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.

8.16 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 a 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 sworn employees shall receive bilingual compensation in the amount of \$200 per pay period unless or until said compensation is voluntarily eliminated by the employee. Designated non-sworn employees shall receive bilingual compensation in the amount of \$90 per pay period unless or until said compensation is voluntarily eliminated by the employee. An employee's refusal to use bilingual skills will result in the elimination of the bilingual pay. Eligible employees must successfully complete an initial assessment and subsequent biannual assessments to receive such designation. Changes to the assessment process are subject to meet and confer.

Employees on any form of leave time in excess of 15 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.

8.17 Special Assignment Pay. Sergeants who are assigned by the Police Chief to designated Special Assignments will be eligible for an additional \$250.00 per pay period while assigned to the Special Assignment. Special Assignments are temporary in nature. The following are the approved special assignments:

8.17.1 Detective

8.17.2 Police Administrative Officer/ Professional Standards

8.17.3 Police Liaison Premium/Homeless Liaison

8.17.4 Narcotics

8.17.5 Special Operations

8.17.6 PACT Team (will be eliminated January 1, 2020)

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.

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

8.19 Restitution. An employee may be required in a manner approved by the City Manager to provide restitution to the City for willful, wanton or malicious destruction of City property. Restitution shall be treated as a disciplinary matter.

8.20 Correcting Errors in Salary Rate and Other Provisions. Should an employee be paid on the basis of a higher step in the salary range for his or her class than that 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 of the overpayment caused by said error shall be made by one of the following methods or a combination thereof:

- a. Application of accrued equivalent time off for overtime service;
- b. Application of equivalent time off for overtime service earned during the time immediately following the date of the discovery of said error;
- c. Application of the increase in the employee's salary following his or her next merit or longevity merit salary increase; or
- d. Any other method mutually agreed to.

Determination of which one or combination of the above methods of reimbursement should be used shall be made by the department head in consultation with the affected employee, subject to the approval of the City Manager, subject to the grievance procedures of Article 13. Should the employee terminate before full reimbursement to the City has been made the money required to complete reimbursement shall be deducted from his or her last paycheck, if authorized by law. Reimbursement shall not be sought for payments made more than one (1) year prior to discovery, unless the error was caused by the affected employee.

8.21 Certification and Education Incentives.

- a. **Dispatch Supervisor.** Dispatch Supervisors who successfully completed a P.O.S.T.-approved civilian supervisory course shall be compensated with a \$165 stipend per pay period. In addition, Dispatch Supervisors who possess a Bachelor of Arts or Bachelor of Science degree shall be compensated with a \$165 stipend per pay period.
- b. **Police Sergeants.** Police Sergeants who possess a P.O.S.T. Supervisory certificate shall be compensated with a \$250 stipend per pay period. Police Sergeants who possess a Bachelor of Arts or Bachelor of Science degree shall be compensated with a \$250 stipend per pay period.
- c. **Police Commanders.** Police Commanders who possess a P.O.S.T. Management certificate shall be compensated with a \$295 stipend per pay period. In addition, Police Commanders who possess a Master's degree shall be compensated with a \$295 stipend per pay period.

8.22 Police Employee Court Appearance Time. A Police Sergeant and/or Commander who is scheduled to appear in Court during non-duty hours shall be paid for a minimum of four (4) hours for such appearance at his or her overtime rate.

8.23 **Management Incentive Pay.** The City shall pay Police Commanders 1.55 hours per pay period of additional compensation as management incentive pay. The management incentive pay for Police Commanders shall not exceed forty (40) hours per year.

ARTICLE 9: RECRUITMENT AND SELECTION

9.1 **Physical Requirements.** The City Manager may require that each applicant and employee be in such physical and mental condition as reasonably necessary to properly perform the duties of his or her 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 or without hazard to himself/herself or others. Within the limitations indicated, the City's policy shall be to make such efforts as are consistent with the provisions of this Agreement to place physically disabled employees in such positions as are available in the City service for which they are qualified, where their disabilities will not substantially interfere with their performance of duties. The employee's qualifications, length of service, nature of past performance and the availability of openings may be considered in placing disabled employees. The City shall make reasonable accommodations for disability, as required by law.

9.2 **Separation.** An employee in the classified service may be separated from employment with the City through retirement, for mental or physical inability to perform the duties of the job, resignation, probationary failure, death, dismissal, or layoff. An employee choosing to resign shall file with the employee's supervisor a written resignation stating the effective date. Such resignation shall be presented at least two (2) weeks before leaving the service. (Failure to present the resignation in advance as specified shall justify a decision by the Human Resources Manager to note on the personnel file that the employee is not eligible for rehire.) The resignation shall be immediately reported to the Human Resources Manager. The other forms of separation described above are explained elsewhere in this MOU. Prior to separation, an employee must return all City items issued to him/her in order to receive final compensation, failing which the City may withhold from final compensation, to the extent permitted by law, the reasonable value of unreturned property.

9.3 **Voluntary Demotion.** An employee may request a voluntary demotion under the disciplinary procedures, in lieu of other discipline, or for reasons stated in a special request to the City Manager. The City Manager shall have full discretion in determining whether to approve such request. The employee will be placed in the top step of the salary range for the position to which the employee demotes.

ARTICLE 10: PROBATION

10.1 **Probation Period.** The initial probationary period for full-time employees of the City covered by this Agreement is twelve (12) months. Any employee promoted to a higher level shall serve a probationary period of twelve (12) months before the promotion is final.

- 10.2 **Probation on Reinstatement.** Except as otherwise provided, in a written agreement, a reinstated employee serves a new probationary period of six (6) months. Reinstatements will not be permanent until the successful completion of this probationary period.
- 10.3 **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.
- 10.4 **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 Human Resources Manager. 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.
- 10.5 **Unsuccessful Probation Period.** If a probationary employee's initial probation period has not been satisfactory, it shall be so stated in a Personnel Action Form. The City Manager, by signing the Personnel Action Form, may authorize the release of the employee without cause and without the right of appeal or grievance, unless otherwise required by law, except that a probationary promotional employee, shall be returned to the position from which he or she had been promoted. Notification of failure of probation or other action shall be in writing and shall be given to the probationary employee prior to release from employment for any initial probationary employee, or return to the former position for a promotional probationary employee.
- 10.6 **Unsuccessful Reinstatement Probation.** If a probationary employee's performance following reinstatement has not been satisfactory, it shall be so stated in a performance evaluation. In cases involving reinstatement, the City Manager upon receipt of a performance evaluation, may authorize the release of the employee under the provisions of Section 10.5.
- 10.7 **Probation Following Layoff.** Employees laid off while on probation must serve a new probationary period following re-employment.

ARTICLE 11: EMPLOYEE LAYOFF PROCEDURES

- 11.1 **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.

11.2 Order of Layoff. In the event of a layoff the following order shall be followed:

- a. Temporary, interim and probationary employees.
- b. In the case of the Police Department, the order of layoff shall be determined based on seniority in rank.
- c. There shall be “bumping” rights within the CCPMA membership within the department, such that individuals in higher-ranking positions, if meeting the criteria in subsection b above, will “bump” into a lower rank if layoffs occur.
- d. For those members of the Association who are laid off, the City shall provide severance pay in an amount equal to three months’ salary.
- e. For those members of the Association who may be laid off, the City shall be obliged to return them to the position from which they were laid off if an opening in that position should occur, within one year of the effective date of the layoff.

11.3 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 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. In this order, temporary, interim and probationary employees shall be laid off prior to the layoff of any regular employee within the same classification in the department.

11.4 Layoff Appeal. A regular employee shall have the right to request review on appeal. 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.

11.5 Reinstatement List. In the event of layoff of permanent employees, the employee shall be carried for up to one (1) year on a reinstatement list, and shall be entitled to re-employment consideration for any position for which he or she is qualified. Placement on such list does not assure re-employment for any particular vacancy, but does assure eligibility for consideration. Any reinstated employee shall serve an initial probationary period as specified in Section 10.1.

ARTICLE 12: ATTENDANCE AND LEAVES

- 12.1 Attendance At Work; Absence Without Leave.** Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the Administrative Services Director, or his or her designee, 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.
- 12.2 Automatic Resignation.** Absence without leave, whether voluntary or involuntary, for five (5) consecutive working days, is an automatic resignation from City employment, as of the last date on which the employee worked. Any employee who fails to report for work within forty-eight (48) hours after delivery of a notice as specified in Section 12.1 above, who by the expiration of the forty-eight (48) hours has missed or will have missed five (5) or more consecutive working days, shall also be deemed to have resigned from City employment, as of the last date on which the employee worked. Upon a determination by the department head or Human Resources Manager that such an absence has occurred, and that the employee has resigned, notice of the deemed automatic resignation and of the employee's right to request reinstatement for good cause 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 automatically resigned in accordance with the terms of this Section shall have fifteen (15) days after the date of mailing of such notice within which to request reinstatement. Any request for reinstatement must be made in writing and must be received by the City within fifteen (15) days of the date of mailing of the notice. Request for reinstatement may be made within ninety (90) days after the effective date of the deemed resignation if the notice specified above was not sent to the employee in the manner specified in this Section. Reinstatement shall be granted only if the employee makes a satisfactory explanation to the department head as to the cause of his or her absence and as to the reason for his or her failure to obtain leave therefor. Evidence that the employee reasonably believed leave had been granted shall justify reinstatement. The department head, to order for reinstatement to occur, shall find that the employee is ready, able and willing to resume the performance 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 the Disciplinary section of the City's Human Resources Policies. 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.

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

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

12.3.1 Work Schedule Affecting Association Members of the Police Department Assigned to Patrol. A 3/12 work schedule is in place for Police Sergeants assigned to teams. Operations Manager and specifically designated assignments work a 4/10 work schedule. The Chief of Police will evaluate schedules continuously for effectiveness and cost-savings, and may modify or cancel schedules at his sole discretion with 180 days' notice except for emergency situations or to ensure appropriate coverage.

The parties agree that if the Cathedral City Police Officers Association agrees to modify their schedules from a 3/12 to a different schedule, then Sergeants assigned to Patrol will shift the same schedule as the CCPOA. The City agrees that any such change will allow for a minimum of 180 days' notice to affected Sergeants.

12.3.2 Work Schedule; Police Sergeants; Administrative Duties. Police Sergeants shall be regularly scheduled to work eighty (80) hours during a two (2) week pay period (FLSA 7k exemption). Police Sergeants also may be assigned up to, but no more than, six (6) additional hours of work to provide time for administrative duties, payable at a Sergeant's regular hourly rate. Such administrative duties may include, but are not limited to, preparation of patrol briefings, specialized projects, specialized details or assignments, community presentations, department training assignments and/or other responsibilities which are administrative in nature. This time represents discretionary administrative time and is not meant to replace scheduled overtime or unanticipated overtime that is not administrative in nature.

12.3.3 Work Schedule (Non-Sworn Employees) – Non-Sworn employees are generally scheduled to work a 4/10 schedule and shall be scheduled within the workweek to meet the needs of the Department. If the employee works in excess of forty (40) hours in a work week, such employee shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay.

Non-Sworn employees are entitled to unpaid meal periods during which they shall be entirely relieved of responsibilities and restrictions. Such time shall not constitute hours worked. Non-exempt employees shall be entitled to 30-minute unpaid meal periods. Supervisors shall schedule meal periods to ensure appropriate coverage. All employees shall take reasonable measures wherever feasible to avoid the need for work to be performed during meal periods. Where required, time spent on such work shall be kept to a minimum, and may only occur with the prior authorization of a supervisor. Non-Sworn employees who work during their meal periods shall be paid for time worked.

Non-Sworn employees are entitled to two 15-minute paid rest periods during each continuous period of work over 3.5 hours. Breaks shall be included in the calculation of “continuous period.” Such time shall constitute hours worked. Supervisors shall schedule rest periods to ensure appropriate coverage. Rest periods shall not be taken at the start or end of the workday, and shall not be combined with the employee’s meal period.

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

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

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

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 accrue no vacation and no sick leave after fifteen (15) consecutive work days. City contributions to retirement, health and medical plans shall be suspended until the employee is reinstated. An employee who is on leave of absence shall be responsible for reimbursing the City for any payroll deductions that the employee has authorized. An employee reinstated after a leave of absence shall receive the same step in the salary range the employee received when the leave of absence began. Time spent on such leave shall not count towards service for increases within the salary range or benefit accruals. The employee’s anniversary shall be set forward in time one month for each thirty (30) consecutive calendar days taken. The employee shall retain accumulated vacation credits, sick leave credits, and other similar credits; however, such credits or seniority shall not accrue to a person granted such leave during the period of absence. When an employee is granted a leave of absence without pay, the City shall

discontinue payment of medical, health, and other similar insurance premiums for the employee and dependents. At the time the employee requests a leave of absence, the employee may pre-pay the insurance premiums by depositing funds with the Finance Department prior to the expiration of coverage, provided that such a continuation of coverage is authorized by the City’s contract for medical insurance.

12.6 **Military Duty.** Military leave of absence shall be granted in accordance with State and Federal law, and resulting administrative provisions developed by the City.

12.7 **Vacation Leave.**

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

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

12.7.2 **Vacation Accumulation; Cashing Out Option.** Employees are encouraged to use their accrued vacation time annually and will be allowed to use their accrued vacation regardless of any impact on overtime. 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 as time worked.

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 credited holiday 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.

12.7.3 **Holidays or Illness Within Vacation Period.** Holidays falling within the vacation period shall not be considered as part of the employee’s vacation and shall not be charged against vacation credits. Illness during a vacation period shall not be considered as sick leave, unless confirmed by a physician’s statement and approved by the City Manager.

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

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

12.8 Compensatory Time Off. Any sworn employee who is a member of the bargaining unit represented by CCPMA shall be authorized to accumulate, to the extent allowed by the Fair Labor Standards Act (“FLSA”), up to one hundred twenty (120) hours of compensatory time (i.e., 80 hours of overtime at time and one-half). Any non-sworn employee shall be authorized to accumulate, to the extent allowed by the FLSA, up to eighty (80) hours of compensatory time. The accumulation of such hours shall be in accordance with the rules established by the Chief of Police. If a sworn employee has more than one hundred twenty (120) hours or a non-sworn employee has more than eighty (80) hours of “comp” time on the books, over-time work shall be paid.

Sworn employees shall be authorized to accumulate 120 hours of compensatory time off and will be required to cash out or use compensatory time in excess of 80 hours by July 1 of each year. Non-sworn employees shall be authorized to accumulate 80 hours of compensatory time off and will be required to cash out or use compensatory time off in excess of 60 hours by July 1 of each year. Each November, at the option of the employee, all unused “comp” time on the City’s records may be cashed out by separate check. The City recognizes the vested nature of such accumulated hours. The use of compensatory time off shall be taken by the employee, if the employee so elects, only at a time satisfactory to the department head.

12.9 Holiday-in-Lieu Pay and Observation of Holidays. Police Sergeants and Commanders do not receive holiday leave, and holidays are not observed. These employees may be required to work on a holiday without any enhanced compensation or consideration. In lieu of receiving Holiday leave, Police Sergeants and Commanders will receive Holiday-in-lieu pay in the amount of 5.75% of a Commander’s base rate of pay, and 6.0% of a Sergeant’s base rate of pay.

12.9 (a) Holidays/Float Hours: The following paid holidays are recognized by the City for Non-Sworn

employees:

1. January 1 (New Year's Day)
2. Third Monday in January (Dr. Martin Luther King, Jr. Day)
3. Third Monday in February 12 (President’s Day)
4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. November 11 (Veterans Day)
8. Fourth Thursday in November (Thanksgiving Day)
9. Friday following Thanksgiving Day
10. December 25 (Christmas Day)
11. Any day declared to be a holiday by proclamation of the Mayor.

Float: In addition, employees shall be credited with two floating holiday hours (equivalent to their shift) with the first credited on January 1, the second credited on July 1.

Extra Pay for Working on a Holiday: Non-Sworn employees required to work on a holiday by a supervisor in order to maintain 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 a non-sworn employee working on a holiday will be 2.5 times the employee's regular rate of pay).

Holiday on a Regular Day Off: When a holiday falls on a non-sworn employee's regular day off, the employee will accrue ten (10) hours into their float bank. Any unused hours in an employee's float bank must be used or cashed out by July 1 of each year.

12.10 Jury Duty. An employee summoned to and serving on jury duty shall submit evidence of the Summons to the department head. The employee may be absent from duty with pay for time required to be away from the employee's regularly scheduled work hours. An employee who is released by the court from jury duty on any regularly scheduled work day shall return to work to complete any remaining portion of regularly scheduled work hours unless otherwise excused by the department head. The employee shall be entitled to retain juror fees as reimbursement for expenses associated with jury duty. Employees working rotational shifts such as swing or grave, who are summoned for jury duty, shall request an exemption from or a postponement of such jury duty. If that request is denied, the City, the department, and the employees association shall join in efforts to obtain the exemption or postponement. If the request is still denied, the situation will be addressed on a case-by-case basis. Those employees who work shifts slightly off the normal jury duty scheduled will have their shifts adjusted to match that of jury duty.

12.11 Bereavement Leave. Bereavement leave with pay, not to exceed three (3) days per year, shall be allowed for full-time employees at the discretion of the City Manager. 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 sick leave.

Leave shall be based on demonstrated need and shall be limited to death within the immediate family. The immediate family is defined as the employee's mother, father, brother, sister, spouse/domestic partner, children, grandparents, and legal guardians, or any in-law bearing one of those relationships to the employee's spouse/domestic partner.

12.12 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.

12.13 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. Employees shall be eligible to use sick leave to attend to a seriously ill parent, child, spouse or domestic partner to the extent allowed by Labor Code section 233.

All regular full-time employees working a 40-hour work week shall be credited with 3.69 hours of sick leave per pay period, or major fraction thereof. Accrued sick leave may be used for illness of the employee or physical incapacity of the employee, or for physical examinations, including eyes, dentist appointments or other commonly accepted health related matters.

If an absence because of illness or disability extends beyond two (2) consecutive scheduled work days 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 to the department head before the employee is eligible to receive sick leave pay. Observed holidays occurring during sick leave shall not be charged against an employee's accrued sick leave.

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

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

12.14 Sick Leave Accrued Limit and Payoff.

Tier One 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 960 hours unused sick leave; sick leave over the maximum will be paid out in November of each year. 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. His or her compensation in cash shall be at straight time rate and may be paid at the discretion of the City Manager.

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 base salary rate.

Employees hired on or after January 1, 2013 may accrue sick leave without limit, but may not cash out unused sick leave.

12.15 Sick Leave Conversion. Tier One employees with at least three (3) years employment with the City may at their option convert accrued sick leave in excess of one hundred twenty (120) hours to be vacation days in accordance with the following schedule:

Employees with more than three (3) year's employment with the City	Two (2) hours of sick leave to one (1) hour of vacation
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Employees hired on or after January 1, 2013 may not cash out sick leave or convert sick leave to vacation leave. Instead, sick leave may be converted to PERS service credit upon retirement.

12.16 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.

12.17 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 City Manager may approve use of the employee's accrued sick leave not to exceed the equivalent of one half of the employee's annual sick leave accrual amount. The immediate family is defined as mother, father, brother, sister, spouse, domestic partner, children, grandparents, in-laws and legal guardians. Where the employee and reason for leave qualify, the employee will be eligible for leave under FMLA and the California Family Rights Act (CFRA) and be subject to all of the rights and obligations under both FMLA and CFRA.

12.18 Unauthorized Leave. Any employee who is absent from work without approved leave shall be subject to termination.

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

12.19.1 Employee's Own Personal Extended Illness. An employee who is suffering from a serious illness or a serious accident may have sick leave donated to cover the cost for the City-provided health insurance upon expiration of family medical leave. This leave donation shall only cover the cost of any insurance plan offered by the City and shall not be used for salary.

12.19.2 Serious Illness or Injury of a Member of the Employee's Immediate Family. An employee whose immediate family member is suffering from a serious illness or injury may have leave donated to provide him/her time off from work to care for that family member.

12.19.3 Leave Donation Eligibility Procedures.

12.19.3.1 The employee seeking leave donation must have exhausted all available leave, sick leave, vacation leave and compensatory leave.

12.19.3.2 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.

12.19.4 Leave Donation Procedure.

12.19.4.1 The donation of leave is voluntary and is irrevocable once donated.

12.19.4.2 Employees wishing to donate leave will submit to the Human Resources Office an authorization for transfer of leave form.

12.19.4.3 Employees may donate accrued sick leave in excess of 96 hours with a maximum donation of eight (8) hours of sick leave.

12.19.4.4 Employee may donate a maximum of eight (8) hours of accrued vacation leave.

12.19.4.5 The donated leave will be put into a “Catastrophic Leave” account and can only be used to care for the immediate family member or to pay for the cost of insurance offered by the City for those persons suffering from a personal illness for which the leave was donated.

12.19.4.6 Donated leave will be credited to the “Catastrophic Leave” account on an hour-for-hour basis. In no case shall the total amount of leave exceed eight (8) hours of sick leave and eight (8) hours vacation leave per donor.

12.19.4.7 Any time remaining in the employee’s “Catastrophic Leave” account upon return to work will be transferred to a “Catastrophic Leave Bank” for use by other employees who qualify under the provisions of this Article. The “Catastrophic Leave Bank” will have a cap of 320 hours. Any remaining leave in excess of 320 hours will be converted to a cash value and placed in a fund for an employee program to be determined at a later date.

12.19.4.8 In no case will an employee be able to convert the donated leave to cash or be paid for any remaining balance of donated leave.

12.19.4.9 All donations will be maintained as confidential information.

ARTICLE 13: GRIEVANCE PROCEDURE

- 13.1 Matters Subject to Grievance Procedures.** A grievance is a complaint by an employee that the employee has been adversely affected due to a misinterpretation or misapplication of this MOU, or, where a grievance is specifically authorized in this Agreement, that the action grieved is excessive, unduly harsh or unjustified. Disciplinary action or the appeal of disciplinary action is not subject to the grievance procedure.
- 13.2 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. If, after such discussion, the employee does not feel that the grievance has been satisfactorily resolved, the employee shall have the right to discuss the matter with the supervisor's superior, if any, within the department organization. Otherwise, the employee shall have the right to discuss the matter with the department head.
- 13.3 Formal Grievance Procedure.** If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal grievance in writing to the department head within ten (10) calendar days after the occurrence of the incident in the grievance. The department head shall meet with the employee and/or the employee's designated representative within ten (10) working days after the department head's receipt of the written grievance. The department head shall review the grievance and render a decision in writing and return it to the employee and/or the employee's designated representative within ten (10) working days after meeting with the employee.
- 13.4 Appeal to the City Manager.** If the employee does not agree with the decision reached by the department head, the employee may present an appeal in writing to the City Manager within ten (10) calendar days after the employee's receipt of the department head's decision. The appeal shall be signed and delivered to the Human Resources Manager who shall set a meeting with the City Manager and the employee and/or the employee's representative to discuss the grievance within ten (10) calendar days. Within ten (10) calendar days the City Manager shall deliver a copy of the decision to the employee and/or the employee's representative and the department head. The decision of the City Manager shall be final, and shall not be appealable to the City Council.
- 13.5 Extension of Time Limitations.** All time limitations mentioned in the Grievance Procedure may be extended by mutual written agreement between the City and the employee.

ARTICLE 13.A DISCIPLINE AND APPEALS PROCEDURES

13.A.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.

13.A.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 law and/ or any City or Department rule, policy, or procedure.

13.A.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 violations of law and/ or any City or Department rule, policy, or procedure. 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. 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.

13.A.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 Director 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.

13.A.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 Director.

- A. Suspension, Demotion, Dismissal. Subject to the Hearings and Appeals Procedures specified in Section 13.A.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 13.A.4.1 and shall be subject to appeal in accordance with Section 13.A.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.

13.A.4 Hearings, Appeals and Grievances. Only discipline involving suspension, demotion or dismissal is subject to an appeal as outlined below.

13.A.4.1 Pre-Discipline Meeting Procedures.

Prior to undertaking the personnel actions set forth in Section 13, 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 13.A.4.2.

13.A.4.2 Appeals Procedures.

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

The arbitrator selection must occur within ten (10) working days after receipt of the appeal, unless otherwise agreed to by the parties. If the employee does not attend the arbitrator selection meeting, they must contact the Human Resources officer within five (5) working days and provide written good cause

for missing this 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 CCPMA, 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 14: EMPLOYEE REPORTS AND RECORDS

- 14.1 **Personnel File.** The Human Resources Manager shall maintain, or cause to be maintained, a personnel file for each employee of the City. Employees have the right to inspect the contents of their respective personnel files during a scheduled appointment.
- 14.2 **Disclosure of Information.** No information shall be disclosed from the personnel file of 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. The City Manager or City Attorney may authorize release of other information under subpoena or under requests based upon the Public Records Act, upon determining that such request should be honored. Peace Officers' personnel records shall not be released except in compliance with Penal Code Sections 832.7 and 832.8, and in compliance with Evidence Code Section 1043, unless the peace officer specifically consents, in writing, to such release. 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, nor when disclosure is required by any court or administrative tribunal.

ARTICLE 15: EDUCATION INCENTIVES

15.1 Education Incentives. The City shall adopt procedures under which an employee shall qualify for educational assistance in an amount not to exceed \$4,000 in any one fiscal year, on a reimbursement basis, with a lifetime total accumulation of such assistance not to exceed \$8,000. Reimbursement shall be based upon the City reimbursing to the employee 80% of the reasonably incurred cost of education, including tuition, fees and books. Employees seeking reimbursement under this provision are required to receive advance authorization of the City Manager or designee.

Education covered by this provision must be job related and taken at a licensed public or private school or college, or a recognized training program leading to a job or professional certification, and shall include both academic and professional certification programs. Post-graduate programs (Master's degree programs or higher) are not covered without a determination that the program has a relationship to the job performed by the employee, or preparation for a promotional opportunity within the City's employment. Reimbursement shall be made at the conclusion of a course, upon presentation of evidence of satisfactory completion thereof (grade "C" or better), department head review and approval of the City Manager or designee. This benefit shall be available only for the acquisition of one (1) degree.

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

ARTICLE 16: FRINGE BENEFITS

16.1 Enrollment in Group Insurance Plans. City agrees to continue to enroll with and subscribe to the Public Employees' Retirement Health Care Plan pursuant to the Public Employees' Hospital and Medical Care Act (PEHMCA), Government Code Sections 22751 et seq., for the provision of health insurance for members of the unit. The health insurance benefit provided through PEMHCA shall be part of the cafeteria plan in accordance with IRS Code Section 125.

Basic City Contribution. For all bargaining unit employees and retirees, the City pays the PEMHCA statutory minimum as determined by CalPERS under Government code Section 22892.

Supplemental City Contribution. In addition to the basic City contribution, the City shall contribute a supplemental amount toward group insurance plan premiums to active employees and certain retirees as described below.

The City shall offer a cafeteria plan for health, dental, vision and short-term disability. Employees may choose a medical plan less expensive than the maximum City contribution and may use the remaining balance to pay for dental, vision and/or short-term disability insurance. Employees selecting plans and coverage levels with premiums that exceed the

City's maximum contribution are responsible for paying the difference through automatic bi-weekly payroll deduction. Any amount remaining stays with the City.

Effective January 1, 2020, the City's maximum contribution toward group insurance plans, inclusive of the CalPERS statutory minimum for health insurance shall be:

Category	Maximum City Contribution
Unit Member Only	\$930
Unit Member + 1	\$1800
Family	\$2300

Unit members who elect to purchase health insurance independent of the Plan, may withdraw from or decline to participate in the Plan by executing, in writing, an election to withdraw from, a declination to participate in, and/or a waiver of benefits (as appropriate) on such form as may be required by City. For medical coverage, if an employee elects to opt out of coverage offered by the City, they must provide proof of "minimum essential coverage" (as defined by the Affordable Care Act) through another source (other than coverage in the individual market, whether or not obtained through Covered California). Unit members who elect not to participate in the Plan will be reimbursed the sum of \$250.00 per month as an in-lieu payment.

Should such coverage subsequently be unavailable to the employee, the employee shall have the right to seek reinstatement to coverage under the City's policy upon written request. In such a case, the City shall reinstate the employee's coverage and cancel the in-lieu payment if reinstatement is permitted under the provisions for reinstatement then in effect with the City's health insurance provider.

16.2 Public Employees' Retirement System.

- a. 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.
- b. Any regular employee who has cashed out PERS may purchase service credit through payroll deduction on a pre-taxed basis as approved by PERS.
- c. Tier One Employees-Sworn. 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 CCPMA hired prior to January 1, 2013. Sworn members shall pay their full 9% member contribution. The City shall contribute 7% of the normal member contribution (known as Employer Paid Member Contribution or EPMC) for all sworn members of the CCPMA hired before January 1, 2013. Sworn members of CCPMA hired before January 1, 2013 agree to a cost sharing arrangement in which the members cost-share an additional 12% toward the employee cost/rate. These additional contributions will be reported on a pre-tax basis.

- d. Tier One Employees-Non-Sworn. The Public Employees' Retirement System (PERS) contract provides the 2% @ 55 retirement benefit with single highest year compensation consideration for non-sworn employees of the CCPMA hired prior to January 1, 2013. Non-sworn members shall pay their full 7% member contribution. The City shall contribute 7% of the normal member contribution (known as Employer Paid Member Contribution or EPMC) for all non-sworn members of the CCPMA hired before January 1, 2013. Non-sworn members of CCPMA hired before January 1, 2013 agree to a cost sharing arrangement in which the members cost-share an additional 9% toward the employee cost/rate. These additional contributions will be reported on a pre-tax basis.
- e. Employees hired on or after January 1, 2013. 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.

16.3 Uniform/Equipment Allowances. Uniform /equipment allowance shall be paid to sworn employees of the Police Department for purchase, maintenance and replacement of uniforms and equipment.

Sergeants and Police Commanders: The City shall provide a standard \$140.00 per month uniform allowance.

Dispatch Supervisors: The City shall provide a standard \$90.00 per month uniform allowance, and employees are required to wear a uniform in accordance with Department Policy when on duty.

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

If at any time the Chief of Police designates a change in uniform or equipment that replaces a previously approved uniform or equipment, the City will provide employees with at least six (6) months to complete the change. This notice period shall not apply when additional options in uniforms or equipment are offered, but are not completely replacing a previously approved uniform or equipment. If the City cannot provide or does not wish to provide the six (6)-month notice period, the City will incur the cost of the uniform change by reimbursing the employee for his/her out-of-pocket expenses in replacing the uniform.

The City shall incur all costs of uniform replacement, by reimbursing the employee for his/her out-of-pocket expenses, if the uniform is soiled by hazardous materials, damaged beyond repair during the course of employment.

16.4 Deferred Compensation.

- a. 457 Plan: The City provides a deferred compensation plan for members of the Association under which the City shall match the employee's contribution up to \$46.16 per pay period.
- b. 401(a) Plan: Employees covered by these Regulations shall participate in a 401(a) plan from ICMA whereby each member formally agrees to contribute \$150 to the plan each pay period.

16.5 **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.

16.6 **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 an amount twice the annual base salary of each employee covered by this Agreement.

16.7 **Group Health Plan Continuation upon Retirement.** Group Health Plan Continuation Upon Retirement. An employee retiring from the City, who takes a qualified retirement under the Public Employees Retirement System (PERS), may continue their PERS health insurance benefit enrollment upon retirement, provided the employee's effective date of retirement is within 120 days of separation. For those retirees, except as may be provided below, the City will only contribute the mandatory statutory minimum monthly premium employer contribution (i.e., the statutory minimum) as may be required by CalPERS for the particular calendar year.

All retirees will be required to comply with any of the requirements of CalPERS as provided by PEMHCA. This may include, but not be limited to, enrolling in Medicare when age appropriate and becoming eligible to receive Medicare. The City will not pay for the cost of Medicare enrollment as it will continue to pay the CalPERS statutory minimum for all retired annuitants.

- a. Employees hired prior to January 1, 2013: All such retired Miscellaneous and Safety employees covered by these Regulations shall be eligible for a supplemental City-paid contribution equivalent to the current amount provided to active employees – to include dental and vision.

In the event of the employee's death, the City's obligation to continue making dental and vision contributions will end. The surviving spouse/domestic partner may remain on the dental and vision plans as a retiree at their own expense, without a City contribution to the premium.

- b. Employees Hired on or after January 1, 2013: After five (5) years of service with the City, the percentage of employer contribution payable for retirement health benefits only (no dental or vision contribution) shall be consistent with the following table:

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

Retiring employees may, at their own expense, continue in the City’s dental and vision insurance program. The retiree shall bear the full cost.

- c. Effective 08/01/2019: For all employees hired by the City after August 1, 2019, there will be no supplemental City contribution for retiree health benefits. The City shall contribute only the CalPERS statutory minimum. The City will, for these employees, make a \$100.00 per month contribution to an employee Health Reimbursement Arrangement (HRA) and associated fixed dollar cost of administration.

This contribution is for active employees only and shall cease when the employee leaves City employment.

16.8 Additional Retirement Benefit. The City will pay and report the value of any specified employer paid member contributions (“EPMC”) to PERS as individual compensation for all sworn employees covered by this Agreement.

16.9 PERS 1959 Survivor Benefit. The City shall maintain in effect the PERS 4th level 1959 survivor benefit for all employees covered by this Agreement.

ARTICLE 17: AGREEMENT ALL INCLUSIVE

The parties hereto acknowledge that they have engaged in extended negotiations of any and all issues either party has desired to have included in this Memorandum of Understanding (MOU). 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.

CITY OF CATHEDRAL CITY

CATHEDRAL CITY POLICE MANAGEMENT
ASSOCIATION



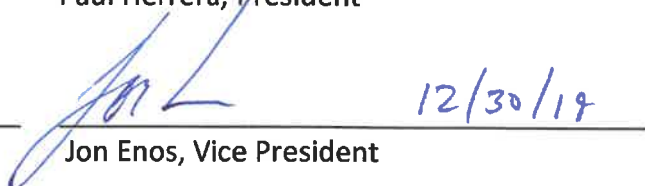
Charles P. McClendon, City Manager

 12.17.19


Paul Herrera, President



Eugenia Torres, HR Manager

 12/30/19

Jon Enos, Vice President

 12-12-2019

Kelly Trainer, Burke, Williams & Sorrensen, LLP

 1/15/2020

Heather Olsen, Treasurer

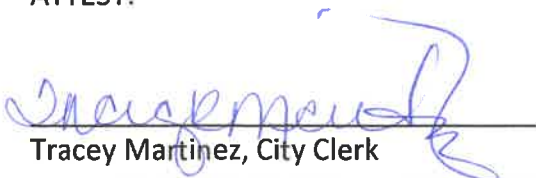
 12-12-19

Robbie McCandish, Mastagni Holstedt, A.P.C

APPROVED BY THE CITY COUNCIL

Executed this 8th day of January, 2020, 2019.

ATTEST:



Tracey Martinez, City Clerk

**Side Letter Agreement Between
City of Cathedral City
And
Cathedral City Police Management Association**

The parties agree that following the adoption of the 2019-2022 Memorandum of Understanding between the City and CCPMA, the City will retain and cover all costs for CPS Consulting to perform a classification and compensation study for the Commander classification. The parties agree to the following:

- The individual assigned to perform the study at CPS Consulting will have a minimum of three years of experience performing classification and compensation studies.
- Robb McCandlish of Mastagni Holstedt, APC, and Eugenia Torres, Human Resources Manager for Cathedral City, will jointly meet with the consultant, in person, email, or via teleconference for all substantive discussions.
- The employees currently holding the position of Commander will be given the opportunity to be interviewed by the consultant and provide information about their current job duties. The employees will be given a minimum of two weeks' notice for the interview and CPS will work with the employee around any scheduled vacation and time off. Any employee who does not avail themselves of this opportunity will waive the right to provide input into the study.
- In the judgment and discretion of the consultant, other employees may also be interviewed as part of this study.
- The consultant will be provided with the following; 2015 Lexipol Policy, Current Lexipol Policies, job classification, duties, and responsibilities from the 2015 for both Lieutenant and Captain, as well as any other relevant information he/she requests.
- The parties agree to be bound by the results of the study.
 - If the study finds that the Commanders are properly classified under the City's current system, then no additional salary increases will be requested or provided.
 - If the study finds that the Commanders properly compare to a higher position, then the City will either (1) provide the individual(s) with enhanced compensation as based on the findings of the "compensation" portion of the study; or (2) will restructure the job duties so that those duties that are more appropriately assigned to a higher level are not required of the individual(s).
 - If the study finds that certain individual(s) are performing work a varying level, then the parties recognize that the implementation of the study may be different for specific individuals.
- At the conclusion of the study, the parties agree to reopen the MOU as described below, and to meet and confer in good faith over the implementation of the study, consistent with the agreements set forth in this side letter. The following provisions will be subject to reopen:

- Section 8.9
 - Section 8.11
 - Section 8.15
 - Section 8.22
 - Section 8.23
 - All other additional Sections which are found to be relevant.
- The parties agree that the issue of whether the Commanders are properly classified as exempt or non-exempt under the FLSA and related California wage and hour laws, is also within the scope of the reopener.


CITY OF CATHEDRAL CITY

CATHEDRAL CITY POLICE MANAGEMENT ASSOCIATION


August 28, 2019
Date

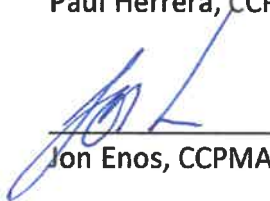
August 29, 2019
Date


Charles P. McClendon, City Manager


Dane Dickson, CCPMA

Eugenia Torres
Eugenia Torres, HR Manager

 8.29.19
Paul Herrera, CCPMA

 08/29/19
Jon Enos, CCPMA