



Cathedral City

City of Cathedral City

REGULATIONS COVERING

**EXECUTIVE, ADMINISTRATIVE,
PROFESSIONAL, CONFIDENTIAL, AND
OTHER PARTICULAR EMPLOYEES**

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ARTICLE 1 - GENERAL CONSIDERATIONS

1.1 Executive, Administrative, Professional, Confidential Provisions. The following provisions shall apply to all employees designated as Executive, Administrative, Supervisory, Professional and Confidential. Employees in this category will be determined by Human Resources by applying the tests as described in the overtime provision of the Fair Labor Standards Act (FLSA), for executives, administrators and professionals.

1.1.1 Council & Elected. Pursuant to the direction provided at the October 25, 2023, study session meeting and approval at the January 24, 2024 City Council regular meeting, the following benefits will be aligned with the Non-Rep Rules and Regulations, effective February 4, 2024.

COUNCIL & ELECTED	BENEFITS
Car Allowance	3.17 Car Allowance
Health/Dental/Vision	11.1 Enrollment in Group Insurance Plans
Retirement	11.2 Public Employees Retirement System
Health Retirement	11.5 Enrollment in Group Insurance Plans upon Retirement
Wellness	11.6 Wellness Program
Life Insurance	11.7.1 Life Insurance
Deferred Comp	11.8 Deferred Compensation

Except as otherwise specified herein, all provisions of the Personnel Rules shall apply.

1.2 Employee Activities. During the employee’s workday, employees are expected to devote their full time in the performance of their assigned duties as a City employee. No employee shall engage in any outside employment, enterprise, or remunerated activity without the prior approval of their 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 outside activity which will directly or indirectly contribute to the lessening of their effectiveness as a City employee.

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

An employee has the responsibility to protect and conserve City property and resources and to use City property only for official business.

1.4 Safety and Health. Each employee shall comply with CAL/OSHA safety laws, rules and regulations. The City shall provide training, safety equipment and compliant facilities in order to allow employees to follow safe practices. All employees shall follow safe

practices as trained, 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.

No employee shall work, or be permitted to work, at any time when their ability to work is visibly impaired by alcohol, intoxicating liquors, drugs (legal or otherwise), or any other substance which renders the employee's condition hazardous to themselves or to others. No employee shall have in their possession any intoxicating substance, illegal drugs or controlled substances while on duty. An employee may have in their possession a medication for which they hold a valid prescription.

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

- a. Use of office, authority or influence to obtain change in position or compensation. No employee shall directly or indirectly, use, promise, threaten or attempt to use his 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 vote or another's vote, influence or action shall be given or used on behalf of, or withheld from any candidate, officer, or party, or upon any other corrupt condition or consideration. (Government Code 3204)
- b. Soliciting political funds or contributions from other officers or employees. No employee shall directly or indirectly solicit political funds or contributions from other employees of the City. The employee, however, is not prohibited from communication through the mail or by other means, requests for political funds or contributions to a significant segment of the public which may include officers or employees of the City. (Government Code 3205)
- c. No employee shall engage in political activity during working hours nor engage in political activities on the City premises. (Government Code 3207)
- d. No employee of the City may engage, during working hours, in the solicitation or receipt of political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service or other working conditions of the employees of the City; nor shall entry be permitted into the workplace during working hours for those purposes. (Government Code 3209)

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Management Rights. The City of Cathedral City retains all its exclusive rights and authority under State law, and expressly and exclusively retains its management rights which include, but are not limited to:

- a. the exclusive right to determine the mission of its constituent departments, commissions, boards, etc.;
- 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 of kinds of personnel by which government operations are to be conducted;
- i. determine the content and intent of job classifications;
- j. determine methods of financing;
- k. determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- l. determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- m. determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
- n. assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- 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;
- r. take all necessary actions to carry out its mission in emergencies; and
- s. exercise complete control and discretion over its organization and the technology of performing its work.

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

ARTICLE 3 - COMPENSATION

- 3.1 Preparation and Adoption of Salary Plan.** The Human Resources Manager/Director shall be responsible for recommending a Salary Plan including wage rates and salary ranges covering all classes of positions approved by the City Manager. Before the Salary Plan shall become effective, it shall be approved by the City Council. After the Salary Plan is adopted no position shall be assigned a salary higher than the maximum or lower than the minimum salary provided for that class of position unless the salary range for the class is amended in the same manner as herein provided for its adoption.
- 3.2 Salary Increases.** Salaries will be increased by the following amounts on the first full pay period following the effective date:
- a) 3% effective the first full pay period following July 1, 2024
- 3.3 Salary Plan Structure.** Where a range is assigned, each range shall consist of eight steps. Each of the steps through Step 5 is approximately five percent (5%) higher than the preceding step. Steps 6 through 8 are approximately two and one-half percent (2.5%) higher than the preceding step. Each of the steps is referred to as a merit increase step.
- 3.4 Salary Advancement /Longevity - 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:
- 3.4.1 Advancement to a next higher merit increase step may be made after a 12-month interval from the hire date or by exception approved by the City Manager or their designee, or date of last increase in subsequent years for continued satisfactory and efficient service.
 - 3.4.2 Consideration for approximately 5% merit steps may occur every twelve months until Step 5 has been reached. Thereafter, merit increase consideration may occur every two (2) years for a total of three (3) approximately 2.5% increases. 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 their position.
 - 3.4.3 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. Merit increase steps shall take effect on the employee's merit increase step review date unless the department head has prepared and notified the affected

employee of a denial of the merit increase step prior to the merit increase step review date. When an employee is denied an increase, they may be reconsidered for such advancement at any subsequent time with a satisfactory performance evaluation.

3.4.4 Whenever an employee is promoted, reclassified to a higher class or receives a special merit increase, then the next merit increase consideration shall be 12 months from the effective date of the action.

3.4.5 Longevity Increments.

A. **Tier 1 - Longevity Increments.** Employees Hired Prior to July 1, 2022, the City shall provide an additional 7.5% increment to non-represented employees after fifteen (15) years of service, 5.0% after twenty (20) years and 2.5% after twenty-five (25) years of service with the City.

B. **Tier 2 - Longevity Increments.** Employees hired by the city on or after July 1, 2022, will be eligible for a one (1) time supplemental lump sum payment of their current annualized base pay to include stipends based on the following table:

- a. 15 years of service: One-time payment of 7.5% the annual regular rate of pay
- b. 20 Years of service: One-time payment of 5% the annual regular rate of pay
- c. 25 Years of Service: One-time payment of 5% the annual regular rate of pay

3.5 Salary on Promotion. All employees who are promoted to an open position in a class with a higher salary range shall be placed on Step 1 in the new higher range or placed at the step which is a salary increase of approximately 5% base for the employee, not to exceed the highest step of the new range. The employee's merit review date shall change to the effective date of the promotion for consideration in subsequent years.

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

3.6 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 highest 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 less than the highest step of the salary range of the employee’s classification.

3.7 Salary on Reinstatement. An employee who resigns 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 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 hire date for purposes of benefits and seniority.

3.8 Salary on Transfer. Any employee who is transferred from one position to another position in the same class, or to another position in a class 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.

3.9 Salary on Position Reclassification. When an employee is reclassified to a lower classification, the employee shall retain their rate of pay and their merit review date or shall be placed in the step of the lower salary range closest to the employee’s salary rate. If the top step of the lower 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” of the lower salary range. An employee receiving a Step “Y” because of a downward reclassification shall remain in the Step “Y” until such time as their 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 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 their salary rate and merit review date. When an employee is reclassified to a higher classification, the employee shall be placed on Step 1 in the new higher range or placed at the step which is a minimum 5% base salary increase for the employee, not to exceed the top 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.

3.10 Special Salary Adjustments. A department head may recommend in writing to raise an employee’s salary step to a higher step prior to the eligibility times specified in this Article 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.

3.11 Overtime. A department head may require a non-exempt employee to work beyond the employee's regular hours of employment. If the employee works in excess of forty (40) hours in a work week, such employee shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay. Paid time off (vacation leave, sick leave, float, holiday etc.) is not considered time worked for purposes of calculating overtime.

3.12 Compensation for Temporary Assignment to Higher Classification. In the event an employee is temporarily assigned to a higher classification by a department head, with the approval of the City Manager, may grant a five percent (5%) stipend 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. Employees will begin to receive the adjusted compensation on the first day they work in a higher classification.

Generally, employees may not be assigned to work in a higher classification for longer than six (6) months. However, an extension of this time may be approved in writing with the concurrence of the Department Head and the Human Resources Manager for up to an additional six (6) months, for a total term of twelve (12) months.

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

Compensation for temporary assignment to a higher classification does not extend to cash outs.

3.13 Compensation for Layoff. An employee who is terminated from the service of the City as a result of a layoff shall be paid for accrued leaves in compliance with Article 6.11 of these Rules. Accrued sick leave, except sick leave cashed out as provided in Article 6.11, shall be restored to an employee if the employee is reemployed within one year. Should an employee be reemployed in the formerly held position, the employee shall be placed at the same salary step as when the layoff occurred. No credit shall be received toward a step increase or seniority during the period of layoff.

Employees who have attained regular status at the time of layoff and who are reemployed within a period of one year shall retain their assigned anniversary dates. Regular employees who are reemployed after a period of one year shall be given a new hire date for purposes of benefits and seniority.

3.14 Compensation During Suspension. An employee who is suspended with pay under the pre-disciplinary procedures of Article 8 shall be paid that salary the employee was entitled

to prior to the suspension. An employee who is suspended without pay under the disciplinary procedures of Article 8 shall not be paid for those specific days of suspension. Additionally, an employee suspended without pay shall not accrue sick leave, vacation, seniority and other benefits during a suspension of more than 15 working days, except that health and life insurance benefits will be maintained.

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

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

3.16 Bilingual Services Compensation. Employees who have the ability to fluently converse in Spanish or a City-Manager-approved second language may be designated as a bilingual employee required to use their skills as a part of their City employment. This designation must be made by the appropriate department head and approved by the City Manager or designee. An employee who fails the assessment test may re-take the test every six (6) months. The basis for qualifying for such compensation, and the procedures for the granting of the same shall be in accordance with administrative regulations approved by the Human Resources Manager.

- A. Tier 1 – Employees hired prior to July 1, 2022. Designated employees shall receive a stipend of 2.5% per pay period.
- B. Tier 2- Employees hired on or after July 1, 2022, who become eligible for bilingual pay shall receive one hundred dollars (\$100) per month for bilingual pay.

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

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

3.17 Car Allowance. The decision as to which employees require use of an automobile in the normal course of conducting City’s business shall remain within the discretion of the City Manager.

Designated employees will be compensated two hundred dollars (\$250) stipend per month as transportation allowance. Employees shall be responsible for maintaining and paying for liability insurance as required by law and for all their automobile’s operating, maintenance and repair costs.

Employees on any form of leave time in excess of 30 consecutive calendar days shall be ineligible to receive car allowance pay until the employee returns to duty.

3.18 Smartphone Stipend. The decision as to which employees hold positions that include the need for a smartphone shall remain within the discretion of the City Manager.

City shall maintain its current practice providing a City-issued cell phone to those employees who require a cell phone to perform their normal duties. Alternatively, eligible employees whose job duties include the frequent need for a smartphone may receive \$55 dollars a month to compensate for business related cost incurred when using their individually owned smartphone. Such reimbursement shall be taxable as compensation.

3.19 Certification and Education Incentives.

- A. Tier 1 – Employees hired prior to July 1, 2022. An employee who possesses a Master's degree in a field related to that employee’s duties and responsibilities with the City, shall be compensated with a five percent (5%) stipend.
- B. Tier 2 - Employees hired on or after July 1, 2022. An employee who possesses a Master's degree in a field related to that employee’s duties and responsibilities with the City shall be compensated with a 2.5% stipend.

3.20 Certification Incentives for Police Chief. A Police Chief who possesses a POST Executive Certificate shall be compensated with a five percent (5%) stipend.

3.21 Restitution. An employee may be required in a manner approved by the City Manager under the provisions of Article 8 to provide restitution to the City of Cathedral City for willful, reckless, wanton, malicious destruction or loss of City property.

3.22 Correcting Errors in Salary Rate or Other Provisions. Should an employee be advanced to a higher step in the salary range for their class than that for which they were recommended, or receive additional pay than that authorized, or accrue leaves or receive other benefits through error, such error shall be corrected immediately following its

discovery. Reimbursement to the City by the employee of the overpayment caused by said error shall be made by one of the following methods or a combination thereof:

- Lump sum payment
- Payroll Deduction

Determination of which one or combination of the above methods of reimbursement should be used shall be made by the Financial Services Director in consultation with the affected employee, subject to the approval of the City Manager or their designee, and subject to the grievance procedures of Section 8.

Should the employee terminate before full reimbursement to the City has been made the money required to complete reimbursement shall be deducted from their last paycheck, if authorized by law. However, the City shall not collect for any period earlier than an overpayment for the preceding twelve (12) months from discovery. Other salary overpayments shall be reimbursable under the procedures and guidelines set forth in this Article. (See California State Employees' Assoc. v. California, 198 Cal App3rd 374 (1988))

ARTICLE 4 - PROBATION

- 4.1 Full-Time and Part-Time Employees' Probation.** The probationary period for all regular employees covered by these Rules, except "at-will" employees, shall be the first six (6) months of employment or 1040 working hours, whichever is greater.
- 4.2 Probation on Promotion, Reinstatement or Reclassification.** On accepting a promotion, reinstatement, or reclassification to another class, an employee serves a new probationary period of six (6) months or 1040 working hours, whichever is greater. A promotion, reinstatement or reclassification will not be considered a regular appointment until the successful completion of this probationary period.

Employees who are reclassified or promoted prior to completing a probationary period in a lower classification will have the time in the higher classification count for the lower classification in order for the probationary period to be concluded in that class if at least four (4) months have been completed at the time of the change.

Prior service with the City does not count towards the probationary period upon rehire.

- 4.3 Objective of Probationary Period.** The work and conduct of probationary employees shall be subject to close scrutiny and evaluation. The probationary period shall be regarded as a part of the training and examination process and shall be used for securing the most effective adjustment of a new employee to a position. Individuals employed under City public employment programs, specially funded programs or contracts shall be

subject to the probationary provisions of these Rules should they be appointed to a position in the classified service.

- 4.4 Satisfactory Completion of Probationary 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 performance evaluation, submitted to the Human Resources Manager.
- 4.5 Unsuccessful Probationary Period.** If a probationary employee's probation period has not been satisfactory, it shall be so stated in a performance evaluation. The City Manager, by signing a Personnel Action Form, may authorize the dismissal of the employee. A probationary employee may be dismissed at any time without cause and without the right of appeal or grievance unless otherwise required by law. Notification of dismissal shall be in writing and shall be given to the probationary employee prior to the dismissal unless otherwise required by law.
- 4.6 Unsuccessful Promotion, Reinstatement or Reclassification during Probation.** If a probationary employee's performance following a promotion, reinstatement or reclassification has not been satisfactory, it shall be so stated in a performance evaluation. In cases involving a promotion, the employee shall return to a vacant position in the class from which the employee was promoted unless said regular employee is otherwise disciplined pursuant to and in accordance with the provisions of Article 8 herein. In cases involving reinstatement, the City Manager, upon receipt of a performance evaluation, may authorize the dismissal of the employee under the provisions of Article 4.
- 4.7 Probation Following Layoff.** Employees laid off while on probation must serve a new probationary period following reemployment.

ARTICLE 5 - EMPLOYEE LAYOFF PROCEDURES

- 5.1 Purpose for Layoffs.** For reasons of economy, of efficiency, or in the interest of the public, reductions or curtailments of City services may be required.
- 5.2 Abolishment of Position(s).** When layoffs are to occur, the City Manager shall prepare a list of those positions to be abolished in each department. For each affected department, the City Manager shall assemble a list of those employees within the classification designated for a position abolishment. Such list shall be forwarded to the appropriate department head. The department head shall prepare a list establishing the order of employee layoffs within a classification. The department head shall determine the individual layoff ranking of each employee based upon official personnel records and/or operational needs of the department. 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.

5.3 Layoff Appeal. A regular employee shall have the right to request an appeal hearing. Such request must be made in writing to the City Manager within ten (10) calendar days after receipt of a layoff notice. The City Manager shall prepare and deliver a decision on the appeal within ten (10) calendar days after receipt of the appeal.

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

ARTICLE 6 - ATTENDANCE AND LEAVES

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

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

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

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

Such a leave shall generally be without pay, provided that the City Manager shall have discretion to grant pay for the first 15 consecutive work days. Any employee on an approved unpaid leave of absence shall receive no vacation or sick leave accruals after 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 unpaid 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 merit step increases within the salary range or for benefit accruals. The employee’s merit review date shall be set forward in time one month for each thirty (30) consecutive calendar days taken. The employee shall retain accumulated vacation credits, sick leave credits, and other similar credits; however, such credits or seniority shall not accrue to a person granted such leave during the period of absence. When an employee is granted a leave of absence without pay, the City shall discontinue payment of medical, health and other similar insurance premiums for the employee and dependents, except when continuation of these benefits is required under Federal or State law. At the time the employee requests a leave of absence, the employee may make satisfactory arrangements with the Finance Department for payment of the insurance premiums, provided that such a continuation of coverage is authorized by the City’s contract for medical and other similar insurance.

6.3 Vacation Leave. All employees having a work week of forty (40) hours, unless otherwise provided by the City Council, shall accrue vacation leave credits according to the following schedule:

DEPARTMENT HEADS AND OTHER DESIGNATED AT-WILL EMPLOYEES:		
	<u>Hours/ Pay Period</u>	<u>Hours/ Year</u>
Less than 2 years employment	7.38	192
2 years to 6 years	8.31	216
6 to 10 years	9.23	240
More than 10 years	10.15	264

ALL OTHER NON-REPRESENTED EMPLOYEES:		
	<u>Hours/ Pay Period</u>	<u>Hours/ Year</u>
Less than 2 years employment	5.54	144
2 years to 6 years	6.46	168
6 to 10 years	7.38	192
More than 10 years	8.31	216

6.3.1 **Vacation Leave Accumulation.** Employees are encouraged to use their accrued vacation leave annually.

- A. Tier 1 - Employees hired prior to September 1, 2016, are allowed to accumulate vacation leave credits. If employees do not take all their vacation leave accrued in one calendar year, they may carry over those unused vacation hours over to succeeding calendar years.

B. Tier 2 – Employees hired on or after September 1, 2016, shall accrue no more than three times their annual vacation leave allotment. No additional vacation leave hours shall be added to their vacation bank until accrued hours fall below the three-year accrual maximum (cap).

6.3.2 Vacation Leave Cash Out. Employees may receive cash payment for accrued and unused vacation leave. On a quarterly basis, upon a two (2)-week prior written request, an employee may cash out unused vacation leave.

6.3.3 Holidays or Illness within Vacation Leave Period. Holidays falling during an employee’s vacation leave shall not be considered as part of the employee’s vacation leave and shall not be charged against vacation leave credits. Illness during vacation leave shall not be considered as sick leave, unless confirmed by a physician’s statement and approved by the Human Resources Manager.

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

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

6.4 Holidays/Float Hours.

6.4.1 Holidays: The public offices of the City of Cathedral City shall be closed on the dates set forth in the approved Annual Holiday Council Resolution. If the holidays fall on the employee’s regular day off, the value of the holiday will be credited as a floating holiday.

6.4.2 Floating Holiday: In addition, to the holidays, employees shall be credited with the remaining holiday hours twice a year on January 1 and July 1 to bring a total combined holiday hours and float hours to 144 per calendar year for all employees.

6.4.3 Floating Holiday Accrual Limit

A. Tier 1 – Employees hired prior to September 1, 2016, are allowed to accumulate floating holiday hours and may carry over those unused float hours to succeeding calendar years.

- B. Tier 2 - Employees hired on or after September 1, 2016, are allowed to accumulate floating holiday hours during a given fiscal year; however, the float hours shall not be carried over into a subsequent fiscal year. Any float hours remaining in an employee's bank shall be cashed out through payroll processing in the second paycheck of June of each year.

6.4.4 **Cashing Out of Float Hours.** There shall be no limit on the number of times per year an employee may cash out float hours.

6.4.5 **Holidays - Time Off or Extra Pay - Generally.**

Employees shall be allowed time off with pay for one work shift at the employee's straight time hourly rate for any holiday provided in these Regulations unless required by the department head or City Manager to work in order to maintain City services. Non-Exempt employees required to work shall be paid extra compensation of time and one half for the hours worked.

6.5 **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 workday 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. Those employees who work shifts slightly off the normal jury duty scheduled will have their shifts adjusted to match that of jury duty.

6.6 **Bereavement Leave.** All employees who have been employed by the City of Cathedral City for at least 30 days are entitled to five (5) days of protected bereavement leave in the event of the death of a "family member."

Three (3) days of paid leave and up to two (2) days of unpaid bereavement leave. An employee may elect to use any accrued and unused paid leave that is available for the portion of the unpaid bereavement leave (e.g., paid vacation, personal leave, accrued and available sick leave, or compensatory time off, etc.).

- (a) A "family member" means a spouse, domestic partner, child, stepchild, parent, grandparent, grandchild, sibling, parent-in-law, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or the same relatives of a domestic partner.

Additionally, employees may utilize sick leave or paid time off if additional leave is needed due to the death of a family member as defined under section (a) above.

Employees may use up to three (3) days of sick leave due to the death of a family member not defined above.

An employee who utilizes bereavement leave shall notify their supervisor or Department Head of the intent to use such leave. Employees may use such leave on a non-consecutive basis in the three (3) months that follow that date of death of the “family member.”

6.7 Sick Leave. An employee may use accrued sick leave 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.

All regular full-time employees shall be credited with 3.69 hours of sick leave per pay period, or major fraction thereof.

If an absence because of illness or disability extends beyond three (3) consecutive workdays, the employee may be required to submit a physician’s written certification of illness before the employee is eligible to receive sick leave pay. Subsequently the employee must submit a physician’s return-to-work certification prior to their return to work. If an absence because of illness or disability extends beyond one workweek, the employee must file for a Family Care and Medical Leave.

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

In the event that an employee uses all the sick leave they have accrued, they shall have other paid time off they accrued deducted for each hour they are absent due to illness. Paid time off hours shall continue to be deducted until the employee either returns to work or all of accrued leave hours are exhausted. The employee may apply to be granted a leave of absence without pay if the employee does not have any credited paid time off or sick leave available.

6.7.1 Sick Leave Accrued Limit and Payoff.

- A. Tier 1 - Employees hired prior to September 1, 2016. Any unused portion of accumulated sick leave may be carried over into the next calendar year provided, however, that an employee’s accumulated sick leave may not exceed 960 hours of unused sick leave. Further accumulation shall not be allowed. To encourage attendance at work and discourage the frivolous use of sick leave, however, employees with continuous employment of three (3) years or more may receive a cash payment for unused sick leave at the time of separation or retirement according to the following schedule:

At 3 yrs. continuous employment	25% cash payment for unused hours;
At 5 yrs. continuous employment	50% cash payment for unused hours;
At 7 yrs. continuous employment	100% cash payment for unused hours.

Accrued sick leave hours in excess of 960 shall be cashed down to 960 hours in November of each year.

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

- B. Tier 2 - Employees hired on or after September 1, 2016. There shall be no limit on the number of sick leave hours employees may accrue. Upon separation, with completion of five (5) years of service with the City, employees may cash out up to 25% of sick leave hours. Payment shall be at base salary rate. Such employees, upon retirement from the City, may apply all accrued sick leave hours to CalPERS service credit conversion, or may cash out up to 25% of sick leave hours.

6.7.2 Conversion of Sick Leave to Vacation.

- A. Tier 1 - Employees Hired Prior to September 1, 2016. Employees with at least two (2) years employment with the City may at their option convert accrued sick leave in excess of one hundred twenty (120) hours to vacation days according to the following schedule:

Continuous Employment	Sick Leave to Vacation Conversion
2 years	4 hours to 1 hour
5 years	2 hours to 1 hour
10 years	1 hour to 1 hour

- B. Tier 2 - Employees Hired on or After September 1, 2016. There shall be no conversion of sick leave hours to vacation leave.

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

6.7.4 Family Illness Leave. If an employee requests to be absent from duty because of illness in the employee’s immediate family, which requires the employee’s attendance, the department head may approve use of the employee’s accrued sick leave not to exceed the equivalent of one-half of the employee’s annual

sick leave accrual amount (i.e., 48 hours) per Labor Code 233. When absence due to illness in the employee's immediate family extends beyond one work week, the employee must file for a Family Care and Medical Leave. The immediate family is defined as mother, father, brother, sister, spouse, domestic partner, children, grandparents, grandchildren, in-laws and legal guardians.

6.8 Subpoenaed Absence. An employee other than safety personnel who is subpoenaed or required to appear at a deposition or in court as a witness may receive the employee's regular pay during the absence if, in the opinion of the City Manager, the serving as a witness is deemed to be in the best interests of the public, provided the employee remits to the City all witness fees. Paid leave of absence shall not be granted when the time spent in court is for personal reasons or gain.

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

The party at whose request such subpoena is issued shall reimburse the City for the full cost incurred in paying the safety personnel their salary or other compensation and traveling expenses as provided for in this section for each day that such safety personnel is required to remain in attendance pursuant to such subpoena. The amount of one hundred fifty dollars (\$150) shall be deposited with the clerk of the court or with the tribunal prior to the issuance of a subpoena pursuant to this section for each day.

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

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

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 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 these regulations.
- 7.2 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.
- 7.3 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 schedule a meeting with the employee and/or the employee's designated representative within ten (10) calendar 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) calendar days after meeting with the employee.
- 7.4 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 within ten (10) calendar days with the City Manager and the employee and/or the employee's representative to discuss the grievance. Within ten (10) calendar days of the meeting 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.
- 7.5 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 8 - PRE-DISCIPLINE, DISCIPLINE AND APPEALS PROCEDURES

This Article applies to all employees except department heads and other at-will positions identified in Article 10.

- 8.1 Standards of Conduct.** All employees are expected to adhere to standards of reasonable and prudent conduct. Each department may set standards required by departmental operations provided said rules are not in conflict with rules established by the City Council or City Manager. Employees who violate said standards shall be subject to appropriate disciplinary actions.
- 8.2 Applicability of Discipline.** Disciplinary action may be taken against any employee covered by this Agreement. Only regular employees in the classified service shall have rights to the notice and hearing requirements set forth within or to any other notice and hearing provision whatsoever unless required by law.
- 8.3 Discretion in Disciplinary Action.** The City Manager, department head and supervisors may exercise their discretion in applying discipline appropriate to the employee’s offense(s) and work record.
- 8.4 Permitted Disciplinary Action.** Any one or combination of the following disciplinary actions may be taken against an employee for offenses stated in Section 8.20 or for any other just cause:

Oral admonishment	Reduction in salary
Written reprimand	Demotion
Restitution	Dismissal
Suspension	

- 8.5 Oral Admonishment.** When necessary, oral admonishments shall be given in private. The supervisor shall include in the admonishment a review of appropriate department standards and policies, employee performance expected in the future and consequences for failure to correct performance or behavior. No appeal from an oral admonishment shall be authorized. The supervisor may retain a record of the oral admonishment, but any such record shall not be part of the official personnel file.
- 8.6 Written Reprimand.** A written reprimand shall be imposed for a continued or more serious offense. The reprimand shall take the form of a memorandum to the employee including a full, accurate and factual statement of the reason for the reprimand. The reprimand shall be given to the employee in private. The supervisor shall explain appropriate department standards and policies, employee performance expected in the future and consequences for failure to correct performance or behavior. A copy of the reprimand shall be sent to the Human Resources Manager to be placed in the employee’s personnel folder. The employee may respond to the reprimand in writing within ten (10) business days and have such response placed in the employee’s personnel folder. The employee shall have no further right of response or appeal.

- 8.7 Restitution.** Any employee who willfully, maliciously, recklessly or wantonly destroys or causes or permits damage to or destruction of City property may be required to make restitution to the City for the expense and costs sustained by the City from such actions. An order of restitution shall be subject to the grievance procedure or, if the order imposes restitution greater than two days' pay, the action shall be subject to appeal under Section 8.15.
- 8.8 Brief Suspension without Pay.** When, in the opinion of the department head, circumstances warrant, a suspension of two (2) days or less may be imposed informally, without complying with the formal procedures commonly referred to as "Skelly Procedures." Prior to the imposition of such discipline, the department head shall explain appropriate department standards and policies, employee performance expected in the future, and consequences for failure to correct performance or behavior. A written record of the discipline, including a full, accurate and factual statement of the reason therefor, shall be sent to the Human Resources Manager to be placed in the employee's personnel folder. Within ten (10) calendar days after the date the discipline is imposed, the employee may respond in writing and have such response placed in the employee's personnel folder. The employee shall have no further right of response or appeal.
- 8.9 Longer Suspension without Pay.** When the employee's conduct has been continuous or repeated, and lesser penalties are inadequate or have proved ineffective the department head may impose suspension without pay in excess of two (2) days. Such longer-term suspension shall occur only after the notice procedures specified in Section 8.13.1, and shall be subject to appeal in accordance with Section 8.15.
- 8.10 Dismissal.** When the employee's conduct has been of a continuous nature, uncorrected by previous discipline, or is of such a nature as to render further employment not in the City's interests, or for other cause, the department head shall have the right to dismiss the employee. Dismissal shall be final termination of the employee's employment. Any action of dismissal shall be taken only in compliance with the notice procedures specified in Section 8.13.1, and shall be subject to appeal in accordance with Section 8.15.
- 8.11 Reduction in Salary.** In lieu of, or in addition to, other forms of discipline, when facts justify, a department head may impose a reduction in salary upon the employee to a lower step in the present salary range or to a lower salary range, as may be appropriate. The reduction may be for a limited period of time, or permanent, as specified by the department head. Any reduction in salary shall be subject to the notice procedures specified in Section 8.13.1 and shall be subject to appeal in accordance with Section 8.15.
- 8.12 Demotion.** In lieu of, or in addition to, other forms of discipline, when facts justify, a department head may demote an employee to a lower classification. The demotion shall be subject to the notice procedures specified in Section 8.13.1 and shall be subject to appeal in accordance with Section 8.15. Demotion shall be especially appropriate in cases where the employee's performance level is unsatisfactory and below the standards

expected for the classification held, but would be adequate for the lower classification. A department head may consider and accept an offer by the employee to accept voluntary demotion in lieu of other discipline, in the department head's discretion.

8.13 Pre-Disciplinary Procedures for Certain Proposed Actions. A regular employee being considered for suspension without pay for more than two (2) work days, restitution in excess of two (2) days' pay, reduction in salary, demotion or dismissal shall be insured due process through the following pre-disciplinary procedures.

8.13.1 Written Notice. Written notice of a proposed disciplinary action shall be given to the employee in private. This notice shall include the proposed action, the intended date and the specific reasons for such action. A written copy of the charges and the grounds for such charges shall also be included, including a copy of all supporting documentation upon which the department expects to rely. The employee is entitled to copies of all materials on which the charges are based if there are any. The employee's right to respond orally or in writing, the right to respond in person or through a designated representative, the time period in which the response should be made and to whom and where it should be made, shall be specified in the notice.

8.13.2 Employee Review. The employee shall be given an opportunity to review the material on which the proposed action is based and which is relied on to support the proposed action specified in the written notice, including but not limited to statements of witnesses, documents, and investigative reports or extracts therefrom. A copy of such documents shall be provided with the notice. Material that is classified as confidential by the department head shall not be used to support the proposed disciplinary action.

8.13.3 Employee Response. An employee is entitled to a reasonable time not to exceed ten (10) business days, to answer a notice of proposed disciplinary action. An extension of time may be granted an employee with the aforementioned 10-day period if the employee can demonstrate the need for an extension to the department head. Should an employee respond, the department head shall consider the response in writing or orally, through a designated representative or any combination thereof. If the employee requests a meeting to present a response, the meeting shall not be conducted as an adversary hearing. The employee may not cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make any representations that the employee believes might affect the decision for disciplinary action. Any time extensions shall be mutually agreed upon. If the employee fails to respond within the time specified, the department

head may announce their decision which shall be in accordance with the provisions of Section 8.14.

8.13.4 Additional Investigation Authorized. The department head has the right to conduct further investigations. If new charges result from this investigation, the employee shall be given another opportunity to respond.

8.14 Department Head Decision. The department head shall provide a written decision following the employee's response (or failure to respond) at the earliest practicable date, not to exceed ten (10) business days following the response (or failure to respond) of the employee. The decision shall include a clear statement of the discipline being imposed. The department head shall deliver the notice of decision to the employee at or before the time when the disciplinary action will be effective. The decision shall be dated and signed by the department head. The decision shall inform the employee which of the reasons and grounds in the notice of proposed disciplinary action have been sustained. The decision shall include a statement of the employee's right to appeal, as provided in Section 8.15 and Section 8.16, if such disciplinary action results in suspension without pay for more than two (2) work days, restitution affecting more than two (2) day's pay, reduction in salary, demotion, or dismissal. Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be detailed in the decision. The effective date of discipline shall be included in the decision. Any extensions shall be mutually agreed upon.

A decision not to impose discipline shall be accompanied by a directive from the department head to delete all references to the pending action from the employee's personnel file. Failure by the department to make further investigations or to provide any additional written decision not specifically required by this Section shall not affect the ability of the City to impose disciplinary action.

8.15 Appeal of Certain Disciplinary Actions. Any permanent employee covered by this Agreement shall have a right to appeal a decision by the department head that results in any of the following disciplinary or administrative actions:

- a. A suspension without pay in excess of two (2) days;
- b. A reduction in pay;
- c. Restitution affecting more than two days' pay;
- d. A demotion;
- e. A dismissal;
- f. Any disciplinary action which, combined with other discipline imposed during the immediately preceding twelve (12) months, equals or exceeds more than the loss of two (2) days' pay;
- g. Denial of reinstatement

An employee desiring to appeal such action shall submit their written appeal to the City Manager within ten (10) working days after receipt by the employee of the department head's decision on imposition of discipline.

8.16 Method of Appeal. Appeals shall be in writing, signed by the appealing employee and delivered to the Human Resources Manager.

8.17 Hearing Process. Upon request of the employee, for any matter subject to appeal as specified in Section 8.15, the employee shall be granted the right to a hearing before an impartial hearing officer selected in a manner mutually agreeable to the City Manager and the employee or employee representative. If no agreement is so reached, the hearing officer shall be selected from a list of five (5) or more possible arbitrators provided by the State Mediation Service or from a list agreed to between the City Manager and the employee or employee representative. By flip of a coin, a determination shall be made as to which side shall first strike a name. Each side then shall strike one name at a time, until only one name remains, and that one remaining person shall be the selected hearing officer. If that person is not available for hearing within two (2) months, the name last stricken shall be the hearing officer, unless both sides agree to agree to wait for the availability of the selected hearing officer. The hearing shall be conducted within two (2) weeks after selection of the hearing officer, unless both sides agree to an extension. The hearing shall be closed to the public, and shall be recorded by a court reporter or tape recording. Both sides shall have every reasonable opportunity to present all relevant and material evidence and to close the hearing with argument. The hearing officer shall have authority to limit the length of argument, and to limit the number of witnesses, if witnesses' testimony is merely repetitive or not material. After the close of the hearing, the hearing officer shall prepare written findings of fact and conclusions of law based upon the evidence presented at the hearing, and shall present their findings to the City Manager and to the employee or employee representative. The City Manager shall thereupon promptly review the findings of fact and conclusions of law, but shall not be bound thereto. If the City Manager, for any reason, makes a tentative decision to disagree with the hearing officer's findings of fact and/or conclusions of law, the City Manager shall so notify the employee or employee representative of that tentative decision, and they shall thereupon have the right to meet with the City Manager to attempt to persuade the City Manager to follow the hearing officer's recommendations. After such meeting, or opportunity to so meet, the City Manager shall render a decision in writing setting forth their reasons for the decision, which shall be final subject only to review by the courts under the procedures set forth in Code of Civil Procedure Section 2094.5 (writ of mandate). The City shall pay the costs incurred for the independent hearing officer's services and expenses.

8.18 Employee Status during Pre-Disciplinary Period. Except as otherwise provided, an employee against whom disciplinary action is proposed is entitled to be retained in an active status during the pre-disciplinary period, until the time the department head imposes discipline by their decision under Section 8.14.

When circumstances are such that retention of the employee in active status before a decision is made may result in damage to City property or may be detrimental to the interests of the City or injurious to the employee, fellow employees or the public, the department head may temporarily assign the employee to duties in which these conditions do not exist or place the employee on paid suspension with the approval of the City Manager.

8.19 Time Limitations. All time limitations of this Article may be extended or abbreviated by mutual agreement of the parties.

8.20 Causes for Disciplinary Actions. All employees are expected to conduct themselves in a reasonable and prudent manner according to City standards. Employees who violate such standards should expect appropriate disciplinary actions. The following list of causes for disciplinary action is not a total and complete statement of causes for discipline:

1. Tardiness.
2. Failure to observe precautions for personal safety, posted rules, signs, safety instructions, or to use protective clothing or equipment.
3. Careless workmanship resulting in waste of materials.
4. Unsatisfactory work performance.
5. Abuse of sick leave privileges; i.e., failure to present adequate documentation of illness when required by the City Manager or respective department head, repeated absences before or after days off, use of sick leave for unauthorized purposes, etc.
6. Failure or delay in carrying out orders, work assignments, or instructions of superiors; inattention to or dereliction of duty, including loafing or wasting time.
7. Acceptance of gifts from parties doing business with the City.
8. Unauthorized sleeping while on duty.
9. Disorderly conduct: fighting, threatening, attempting to inflict bodily injury on another; engaging in dangerous horseplay.
10. Being on duty under the influence of a chemical or intoxicant or reporting for duty while so influenced. *
11. Chemical or alcohol abuse affecting work performance. *
12. Loss or destruction of City property or the property of others, through carelessness.
13. Political activity in violation of the law.
14. Unexcused absence from duty.
15. Reckless driving on City premises, reckless operation of City vehicle, or reckless driving while performing City business.
16. Gambling or promotion of gambling on City premises or while on duty.
17. Endangering the safety of or causing injury to any employee, including himself/herself or the public.
18. Unauthorized disclosure of confidential information as defined by law or by written directive of the City or respective department.

19. Disrespectful conduct, use of insulting, abusive, or vulgar language to or about other employees or the public.
20. Unauthorized use of City vehicles or equipment.
21. Concealing or attempting to conceal defective work; removing or destroying same without permission.
22. Knowingly making a falsification, misstatement or concealment of material fact in connection with employment, promotion, any record, investigation, or other proper proceeding.
23. Making false or unfounded statements which are derogatory, slanderous or defamatory about the City, other employees, officials or the public.
24. Willful damage to City property or to the property of others.
25. Making a false confession.
26. Any on-duty violation of federal, state or local laws or any off-duty violation of law which might bring discredit to the City.
27. Failure to adhere to these Regulations or to other City or departmental rules, policies or procedures.
28. Sexual or other harassment.
29. Willful violation of City policies and procedures regarding media contact.
30. Other good cause.

*Federal laws recognize substance abuse (chemical dependency) as a disability and require employers to make reasonable accommodations; e.g. medical treatment and/or counseling.

ARTICLE 9 - DISCIPLINE AND APPEALS PROCEDURE (AT-WILL)

This Article specifically applies to department heads and other at-will positions identified in Article 10.

- 9.1 Standards of Conduct.** All department heads and other at-will positions are expected to adhere to standards of reasonable and prudent conduct. The City Manager may set standards required for departmental operations provided said rules are not in conflict with rules established by the City Council. Department heads and other at-will positions who violate said standards shall be subject to appropriate disciplinary actions.
- 9.2 Causes for Disciplinary Actions.** Department heads and other at-will positions are expected to conduct themselves in a reasonable and prudent manner according to City standards. Department heads and other at-will positions who violate such standards should expect appropriate disciplinary actions. The following list of selected causes for disciplinary action, in addition to those listed in Article 8.20, is not a total and complete statement of causes for discipline. The City Manager may discipline a department head and other at-will positions for other good cause.

Insubordination	Conflict of interest
Criminal conduct during employment	Sexual harassment
Conduct outside normal working hours	Violation of rules that adversely affects the City
Misuse of City property/equipment	Misuse of authority and/or position
Use of illegal substances	Misrepresentation
Acceptance of gratuities	Defamation

9.3 Applicability of Discipline. Disciplinary action may be taken against department heads and other at-will positions of the City. Only regular and sworn employees shall have rights to the notice and hearing requirements set forth herewith or to any other notice and hearing provision whatsoever unless required by law.

9.4 Discretion in Disciplinary Action. The City Manager may exercise discretion in applying discipline appropriate to the offense(s) and work record.

9.5 Permitted Disciplinary Action. Any one or combination of the following disciplinary actions may be taken against a department head and other at-will positions for offenses stated in Section 9.2 or for any other just cause, as permitted by law:

Oral admonishment	Reduction in salary
Written reprimand	Demotion
Restitution	Dismissal
Suspension	

9.6 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.

9.7 Appeal of Disciplinary Actions. Sworn police officers and any other employee covered by the Public Safety Employees Bill of Rights shall have the right of appeal from any disciplinary action whatever, under the procedures specified.

ARTICLE 10 - SEVERANCE PROVISIONS

10.1 Key Employees Serve “At Will.” Designated key employees of the City, as hereinafter set forth, shall be “at will employees,” subject to termination without proof of good cause, for any reason in the discretion of the City Manager. Such employees shall have the protections set forth in this Article.

10.2 Positions Affected. This Article applies to the following positions:

- a. Assistant City Manager
- b. Police Chief
- c. Fire Chief
- d. All positions officially designated as Director
- e. Regular positions designated by the City Manager as “At Will” as a condition of employment.

10.3 New Hire/Promotion. Any person newly hired or newly promoted into a position included in the coverage of this article shall be an “at-will” employee subject to this Article.

10.4 Additional Positions May Be Added. Any person newly hired into a position which the City Manager determines is a key position due to its high degree of public visibility and responsibility may be included in the provisions of this Article by an agreement in writing executed at the time of employment.

10.5 Discharge without Need for Articulate Cause. The provisions of this Article are intended to assure the City that the City Manager shall have the ability to release or replace certain key employees without articulable cause upon the City Manager’s determination that the best interests of the City require such release or replacement. Such action is authorized to assure compatibility between the City Manager and the key employees upon whom the City Manager must rely for carrying out the mission of the City government, and yet provide fair treatment to any employee being released or replaced under such authority.

10.6 Additional Provision: Does Not Supplant Discipline. These provisions are in addition to, but do not supplant, the provisions of Articles 8 and 9 relating to discipline. An employee discharged under the provisions of Articles 8 or 9 shall not be entitled to the benefits specified herein.

10.7 Procedures for Termination: Severance Benefits.

When the City Manager, or a Department Head with the approval of the City Manager, determine that it is in the best interest of the City to terminate an at-will employee for the convenience of the City or separate an employee through resignation in lieu of termination for the convenience of the City, and the employee executes a settlement agreement and general release between the employee and the City, that employee will be paid severance equal to six (6) months at the rate of regular pay for the position held by the employee at the time of separation, to include leave accruals per Article 6.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

11.1 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 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, 2024, 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	\$965
Unit Member + 1	\$1875
Family	\$2450

Effective January 1, 2025, 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	\$1000
Unit Member + 1	\$1950
Family	\$2600

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

11.2 Public Employees Retirement System.

All regular employees of the City who work at least twenty (20) hours per week or an average of 87 hours per month are automatically covered by the City's contract with the California Public Employees Retirement System (CalPERS). Membership shall commence immediately upon employment.

- A. Level One (“Classic”) Employees. The City provides the 2%@55 retirement benefit formula with single highest year compensation consideration for all Non-Represented Miscellaneous employees hired prior to November 25, 2012. The City provides the 3%@55 retirement benefit formula with single highest year compensation for all Non-Represented Police Safety employees hired prior to January 1, 2013. The City provides 3%@55 retirement benefit formula with single highest year compensation for all Non-Represented Fire Safety employees hired prior to November 25, 2012.
- B. Level Two (“Classic”) Employees. The City provides the 2%@60 retirement benefit formula with three-year average compensation consideration for all Non-Represented Miscellaneous employees hired between November 25, 2012 and December 31, 2012. The City provides the 2%@57 retirement benefit formula with three-year average compensation consideration for all Non-Represented Fire Safety employees hired between November 25, 2012 and December 31, 2012.

Level Two (“Classic”) employees includes those employees hired on or after January 1, 2013 who meet eligibility criteria set forth by AB 340 to “transfer” CalPERS membership from one CalPERS entity to another CalPERS entity.

- C. Classic Miscellaneous Employees Cost Sharing Provisions. Effective July 5, 2015, non-represented Miscellaneous employees who are Classic members of CalPERS shall participate in a cost sharing arrangement in which the City pays the 7% member contribution (Employer Paid Member Contribution) and reports this contribution to CalPERS as compensation earned. In addition,

each employee in said group agrees to pay 9% of their pre-tax wages as cost sharing.

- D. Classic Safety Employees Cost Sharing Provisions. Effective July 5, 2015, non-represented Safety employees who are Classic members of CalPERS shall participate in a cost sharing arrangement in which the City pays 7% of the member contribution (Employer Paid Member Contribution) and reports this contribution to CalPERS as compensation earned. In addition, each employee in said group agrees to pay 12% of their pre-tax wages as cost sharing.
- E. PEPRA Employees. The California Public Employees' Pension Reform Act of 2013 (PEPRA) establishes a new retirement formula of 2%@62 with three-year average compensation for Non-Represented Miscellaneous employees, a retirement formula of 2%@57 with three-year average compensation for Non-Represented Fire Safety employees, and a retirement formula of 2.7%@57 with three-year average compensation for Non-Represented Police Safety employees hired on or after January 1, 2013. All employees shall be subject to the provisions of PEPRA, as appropriate.

11.3 Uniform/Equipment Allowance. Except as otherwise provided in this section, employees shall be reimbursed for uniform and/or equipment required to perform the duties of their position on an as-needed basis.

11.4 Uniform Allowance—Police Safety, Fire Safety. The uniform allowance for Police Safety Employees, and Fire Safety Employees shall be \$140 per month.

11.5 Enrollment in Group Insurance Plans 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.

- A. 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 contribution to an employee Health Reimbursement Arrangement (HRA) and associated fixed dollar cost of administration.
- B. Effective July 1, 2022, the contribution rate will increase to \$150 per month. This contribution is for active employees only and shall cease when the employee leaves City employment.

- 11.6 Wellness Program.** Employees shall be permitted to participate in a Wellness Reimbursement Program intended to reduce job-related stress and improve general physical and mental health.

Employees can be reimbursed up to \$600 per payroll year. This amount is considered taxable income unless not required by local tax rules. The wellness reimbursement benefit does not roll over to the following year. Employees forfeit any amount not use by the end of the payroll calendar year. The program shall be in accordance with an approved Wellness policy approved by the City Manager.

- 11.7 Life Insurance Regular Employees.** The City shall provide life insurance in an amount equal to two (2) times the employee's annual salary. The cost of such insurance coverage shall be borne by the City. The City is self-insured for any amount in excess of that carried by the policy.

11.7.1 Life Insurance Council & Elected. The City shall provide life insurance in the amount of \$50K.

- 11.8 Deferred Compensation.**

- A. **457 Plan:** The City provides a joint contribution deferred compensation (457) plan for which employees are eligible. This money cannot be withdrawn except under the conditions set out by the plan carrier. The City will match the employee's contribution up to a maximum of \$55.00 per pay period into an approved deferred compensation plan selected by the employee from the provider(s) offered from time to time by the City.
- B. **401(a) Plan:** Employees covered by these Regulations shall participate in a 401(a) plan from the provider(s) offered from time to time by the City with a pre-tax payroll deduction of \$50 per pay period.

- 11.9 Educational Incentive.** 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 (1) payroll calendar year, on a reimbursable 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 reasonably incurred costs of education, including tuition, fees and books. The procedures to be adopted shall not require advance approval by the City of any specific course. Education covered by this provision must be in a licensed public or private school or college, or a recognized training program leading to job or professional certification. This shall include academic and/or professional certification programs and recertification costs. Post-graduate programs (Master's degree programs or higher) can be covered when a determination is made that the program has some reasonable relationship to the job performed by the employee or to preparation for a promotional opportunity within this employment. Reimbursement shall

be made at the conclusion of a course, upon presentation of evidence of satisfactory completion thereof.

If an employee voluntary resigns their 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 their termination date.


ARTICLE 12 SPECIAL PROVISIONS

12.1. Regular Part-Time – Eligible for all benefits.

Prorate the following banks based on hours worked:

Section 6.3	Vacation Leave
Section 6.4	Holidays/Float Hours.
Section 6.7	Sick Leave
Section 11.7	Life Insurance

By authority of the City Manager


Charles McClendon (Jan 25, 2024 14:22 PST)

Charles P. McClendon
City Manager

Jan 25, 2024

Date






Exec Admin Prof Conf Non-Rep Regulations 01.24.24

Final Audit Report

2024-01-25

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