

Side Letter of Agreement

Between the City of Cathedral City and the **Cathedral City Police Officers Association (CCPOA)**

This Side Letter of Agreement is entered into by and between the City of Cathedral City (hereinafter referred to as the "City") and the Cathedral City Police Officers Association (hereinafter referred to as "CCPOA" or the "Association").

Purpose

The purpose of this Side Letter is to amend several articles within the Memorandum of Understanding (MOU) between the City and CCPOA. This amendment aims to correct and update the language according to CalPERS Compliance Regulations.

Amendment

Effective 01/01/2025, the following articles shall be replaced in their entirety with the following language:

(P. 36) Definitions: (Additional Definition)

CalPERS Base Pay or Base Rate of Pay

An employee's earnings calculated off base pay, plus with the below incentive pays:

- Temporary Upgrade Pay (Acting Pay)
- Holiday Pay

All other incentive pays will be passed on a percentage of base pay.

(P. 11) ARTICLE 10.7 Assignment Differential

Employees who are assigned to the following special assignments routinely and consistently shall be compensated at \$250 per pay period in addition to their base pay:

- **Canine Officer/Animal Premium** - Compensation to local police officers, county peace officers and school police or security officers who are routinely and consistently assigned to handle, train and board a canine or horse. Compensation shall not include veterinarian fees, feed or other reimbursable expenses for upkeep of the animal.
- **Training Premium** - Compensation to employees who are routinely and consistently assigned to train employees.
 - Field Training Officer (FTO)
- **Gang Detail Assignment Premium** - Compensation to local police officers, county peace officers and school police or security officers who are routinely and consistently assigned to enforce laws relating to a group of individuals banded together for unlawful activities.
- **Police Liaison Premium** – Compensation to rank and file local police officers, county peace officers and school police or security officers who are routinely and consistently assigned to function as a liaison between special persons, groups or courts and the police/sheriff department.
 - Homeless Liaison
 - PACT Team

- School Resource Officer
- **Police Investigator Premium** - Compensation to rank and file local police officers, county peace officers and school police or security officers who are routinely and consistently assigned to analyze crimes or investigative accidents.
 - Traffic Investigator
 - Narcotics
 - RAID
 - Auto Theft
 - Real Estate Task Force
 - Detective
- **Motorcycle Patrol Premium** - Compensation to local police officers and county peace officers who are routinely and consistently assigned to operate and/ or patrol on motorcycle.
 - Motor Officer

(P. 12) ARTICLE 10.10 Temporary Upgrade Pay (TUP)

An employee may receive adjusted compensation of five percent (5%) of their base pay for working in an assignment in a higher classification. Working at a higher classification shall mean that the employee is assuming 100% of the duties of a position in a higher salary range. Employees who are assigned to a higher classification will be eligible for the compensation under this section retroactively to the first day of the temporary assignment.

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

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

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

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

(P. 12) ARTICLE 10.11 Bilingual Pay

Employees who are hired in positions which are required to use their bilingual skills routinely and consistently, shall be compensated at \$225 per pay period in addition to their base pay. Eligible employees must successfully pass an initial assessment test to receive such compensation. This additional compensation shall be reported to CalPERS as special compensation for both Classic and PEPRAs members in accordance with CCR sections 571 and 571.1.

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.

(P.13) ARTICLE 10.16 P.O.S.T. Certification

Employees who obtain and maintain a P.O.S.T. Intermediate and/or Advanced Certificate shall be compensated at five percent (5%) of their base pay for each certificate. This additional compensation shall be reported to CalPERS as special compensation for both Classic and PEPRAs members in accordance with CCR sections 571 and 571.1.

(P. 14) ARTICLE 10.17.1 Longevity

Tier 1 – Longevity Increments. The parties have agreed to a longevity pay provision.

Employees hired prior to January 1, 2013 shall receive longevity pay as follows:

- an additional 7.5% of base pay at the beginning of the 15th year of City employment
- an additional 5% of base pay at the beginning of the 20th year of City employment

This would be a cumulative 12.5% increase to base pay at 20 years of employment

This additional compensation shall be reported to CalPERS as special compensation for Classic members in accordance with CCR section 571.

(P. 33) ARTICLE 19.4 Uniform Allowance

Sworn police officers required to wear uniforms shall be provided a uniform allowance of \$170 per month for the purchase, maintenance and replacement of uniforms.

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

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 members only (not PEPRAs members).

(P. 24) Article 15.8 Holidays

Employees in positions required to work on a holiday in order to maintain City services shall be paid their regular base pay, plus extra compensation of time and one half at the employees' base pay for the hours worked on the holiday (therefore, total compensation for an employee working on a holiday will be 2.5 times the employee's base pay)

The following holidays are observed by the City:

1. January 1 (New Year's Day)
2. Third Monday in January (Dr. Martin Luther King, Jr. Day)
3. Third Monday in February (President's Day)
4. Last Monday in May (Memorial Day)
5. June 19 (Juneteenth)
6. July 4 (Independence Day)
7. First Monday in September (Labor Day)
8. November 11 (Veterans Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Friday following Thanksgiving Day
11. December 25 (Christmas Day)
12. Any day declared to be a holiday by proclamation of the Mayor.

FLOAT: In addition, employees shall be credited with one floating holiday (equivalent to their shift) credited on January 1 to bring the total combined hours of the above holidays and float hours to 144 per year for all employees.

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

Effect of Amendment

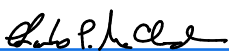
This Side Letter of Agreement shall be effective 01/01/2025 and shall be deemed part of the 2025-2027 MOU between the City and CCPOA. Except for the changes set forth in this Side Letter of Agreement, all other terms and conditions of the MOUs shall remain in full force and effect.

Acknowledgment

The parties acknowledge that they have read, understand, and agree to be bound by the terms and conditions of this Side Letter of Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Side Letter of Agreement on the dates set forth below.

For the City of Cathedral City:



Charles McClendon (Jun 26, 2025 17:22 PDT)

Charles P. McClendon, City Manager

06/26/2025

Date

For the Cathedral City Police Officers Association (CCPOA):


Jesus Borrego (Jun 4, 2025 18:22 PDT)

Jesus Borrego, CCPOA President

06/04/2025

Date







CCPOA Side Letter_final 05.20.25

Final Audit Report

2025-06-05

Created:	2025-06-04
By:	Eugenia Torres (hr@cathedralcity.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARsEaVpzOphMHRVsmBtVJbtrslwqBBXsF

"CCPOA Side Letter_final 05.20.25" History

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2025-06-04 - 0:46:45 AM GMT
-  Document emailed to jborrego@cathedralcity.gov for signature
2025-06-04 - 0:47:36 AM GMT
-  Email viewed by jborrego@cathedralcity.gov
2025-06-04 - 0:48:52 AM GMT
-  Signer jborrego@cathedralcity.gov entered name at signing as Jesse Borrego
2025-06-05 - 1:22:01 AM GMT
-  Document e-signed by Jesse Borrego (jborrego@cathedralcity.gov)
Signature Date: 2025-06-05 - 1:22:03 AM GMT - Time Source: server
-  Agreement completed.
2025-06-05 - 1:22:03 AM GMT






CCPOA Side Letter_final_Approved 06.25.25

Final Audit Report

2025-06-27

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By:	Eugenia Torres (hr@cathedralcity.gov)
Status:	Signed
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"CCPOA Side Letter_final_Approved 06.25.25" History

-  Document created by Eugenia Torres (hr@cathedralcity.gov)
2025-06-27 - 0:17:27 AM GMT
-  Document emailed to Charles McClendon (cmccclendon@cathedralcity.gov) for signature
2025-06-27 - 0:21:42 AM GMT
-  Email viewed by Charles McClendon (cmccclendon@cathedralcity.gov)
2025-06-27 - 0:21:52 AM GMT
-  Document e-signed by Charles McClendon (cmccclendon@cathedralcity.gov)
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