



MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF CATHEDRAL CITY

AND

**CATHEDRAL CITY POLICE AND FIRE MANAGEMENT ASSOCIATION
(CCPFMA)**

2005 - 2010

**RELATING TO POLICE AND FIRE MANAGEMENT EMPLOYEES
(July 1, 2005 – June 30, 2010)**

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2005-2010

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Memorandum of Understanding between the City of Cathedral City and the Cathedral City Police and Fire Management Association relating to all full-time sworn employees of the Cathedral City Police Department of the rank of Sergeant and above, except the Police Chief, all full-time sworn employees of the Cathedral City Fire Department of the rank of Fire Captain and above, except the Fire Chief, and employees in the position Dispatch/Records Supervisor

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

- A. The Cathedral City Police and Fire Management Association, is recognized under the provisions of the Meyers-Milias-Brown Act of the State of California as the majority representative of the following employees:

All full-time sworn employees of the Cathedral City Police Department of the rank of Sergeant and above, except the Police Chief, all full-time sworn employees of the Cathedral City Fire Department of the rank of Fire Captain and above, except the Fire Chief, and employees in the position Dispatch/Records Supervisor.

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

- C. This Memorandum of Understanding is established in accordance with the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.), effective only upon ratification by the City Council of the City of Cathedral City and by majority vote of the bargaining unit of employees represented by CCPFMA.

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

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

Full-time sworn employees of the Cathedral City Police Department of the rank of Sergeant and above, except the Police Chief, all full-time sworn employees of the Cathedral City Fire Department of the rank of Fire Captain and above, except the Fire Chief, and employees in the position Dispatch/Records Supervisor who are covered by this Agreement and who are members of CCPFMA shall continue and maintain their membership in CCPFMA for the duration of this Agreement. CCPFMA agrees to enforce this provision and to indemnify and hold harmless the City, its officers and employees, from all liabilities and/or damages arising from the operation of this section.

ARTICLE 2
SEVERABILITY

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

ARTICLE 3
STRIKES AND/OR JOB ACTIONS

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

ARTICLE 4
PERS PAYMENT OPTION

The City shall continue to pay the employee's required contribution to the Public Employees Retirement System.

ARTICLE 5
TERM

The term of this Agreement shall be from July 1, 2005, through June 30, 2010. This Agreement shall not be reopenable for any purpose except by mutual agreement of the parties.

ARTICLE 6
GENERAL PROVISIONS

- 6.1 Equal Employment Opportunity. Appointments and promotions of individuals shall be made on the basis of job related standards of education, training, experience, merit and ability. No appointment to or removal from a position in the City's personnel system shall be affected or influenced by any consideration of race, color, or national origin, religious creed, ancestry, age, sex, marital status, physical disability, mental disability, medical condition, pregnancy, child birth or related medical condition, sexual orientation, domestic partnership status or religious opinion or affiliation, and and/or other legally protected status.
- 6.2 Safety and Health. Each employee shall comply with CAL/OSHA safety laws, rules and regulations. All employees shall follow safe practices, use personal protective equipment as required, render every possible aid to safe operations, and report all unsafe conditions or practices. Special equipment, if it is required, shall be provided by the City.

- 6.2.1 Intoxicating Substances. Employees shall avoid using intoxicating substances at least two (2) hours prior to reporting to the scheduled work shift and at any time during the work day, including lunch or dinner breaks, except when necessary to conduct an approved investigation. Employees shall not have in their possession any intoxicating substances while on duty, unless the possession of such substances is in the course of their duties. No employee shall be on duty while impaired for the performance of duty or under the influence of alcohol, any unlawful drug or any controlled substances, or otherwise be in violation of the department's drug and alcohol policy.
- 6.2.2 Safety Equipment. Any safety equipment required by the City or by OSHA regulations shall be provided and replaced by the City; an employee will be responsible for replacement of equipment damaged through abuse.
- 6.3 Employee Activities. During the employee's work day, he or she is expected to devote his or her full-time in the performance of his or her assigned duties as a City employee. No employee shall engage in any outside employment, enterprise, or remunerated activity without the prior approval of his or her department head or appointing power. At no time shall any such outside employment or activity be conducted on City time. No employee shall engage in any employment, outside activity or enterprise which is inconsistent, incompatible, in conflict with, or interferes with his or her ability to perform the duties, functions or responsibilities of his or her position as a City employee, nor shall he or she engage in any outside activity which will directly or indirectly contribute to the lessening of his or her effectiveness as a City employee. No employee shall engage in any type of activity relating to an employee organization during such time as employee is on duty, except as expressly permitted by the City Manager or designee, State and Federal laws, MOU, or Council resolution.
- 6.4 Inconsistent Employee Activities. In making a determination as to the consistency or inconsistency of outside activities, the department head or appointing power shall consider, among other pertinent factors, whether the activity:
- a. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course of his or her City employment as a part of his or her duties as a City employee; or,
 - b. Involves conditions or factors which would be incompatible or in conflict with the duties, functions or responsibilities of the employee in his or her regular City employment; or,
 - c. Involves the performance of an act in other than his or her capacity as a local agency officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee or the agency by which he or she is employed; or,
 - d. Involves such time demands as would render performance of his or her duties as a local agency officer or employee less efficient; or,

- e. Involves the use for private gain or advantage of City time, facilities, equipment and supplies, prestige, influence, or confidential information of one's City office or employment; or,
- f. Involves the solicitation of future employment with a business having business transactions with the City over which the employee has some control or influence in his or her official capacity at the time of the transaction.

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

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

- a. Use of office, authority or influence to obtain change in position or compensation. No employee shall, directly or indirectly, use, promise, threaten or attempt to use his or her office, authority or influence, to secure, or to obstruct or prevent another person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within the City, upon the condition that his or her vote or another's vote, influence or action shall be given or used on behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition or consideration. (Government Code Section 3204.)
- b. Soliciting political funds or contributions from other officers or employees. No employee shall directly or indirectly solicit political funds or contributions from other employees of the City. The employee, however, is not prohibited from communicating through the mail or by other means, requests for political funds or contributions to a significant segment of the public which may include officers or employees of the City. (Government Code Section 3205.)
- c. No employee shall engage in political activity during working hours nor engage in political activities at any time on City premises. (Government Code Section 3207.)
- d. No employee of the City may engage, during his or her working hours, in the solicitation or receipt of political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service or other working conditions of the employees of the City; nor shall entry be permitted into the workplace during working hours for those purposes. (Government Code Section 3209.)
- e. Employees, the City and CCPFMA shall in all other respects comply with the provisions of Government Code sections 3201-3209.

6.7 Criminal Conviction – Ineligibility for Employment. Except as otherwise hereinafter provided, no person convicted of a felony, or of a misdemeanor involving moral turpitude, shall be eligible for employment in the service of the

City; provided, however, that the City Manager may disregard such conviction, if he or she finds and determines that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of the person at the time of conviction, or the fact that performing within the classification applied for would not be affected by the conviction.

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

- 6.8 Smoking. City employees are encouraged not to smoke as it is a proven detriment to health, safety and productivity. Smoking is not allowed in City buildings; employees must smoke out-of-doors. Smoking is not permitted while on duty if prohibited by existing department rules. Smoking is not permitted in City vehicles or other City equipment.

ARTICLE 7 MANAGEMENT RIGHTS

- 7.1 Exclusive Control of Certain Aspects. The City of Cathedral City retains all its exclusive rights and authority under State law, and expressly and exclusively retains its management rights and to exercise its management rights without the obligation to meet and confer over the decision to exercise any retained management rights, which include, but not be limited to:
- a. the exclusive right to determine the mission of its constituent departments, commissions, and boards;
 - b. set standards and levels of service;
 - c. determine the procedures and standards of selection for employment and promotions;
 - d. direct its employees;
 - e. establish and enforce dress and grooming standards;
 - f. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
 - g. maintain the efficiency of governmental operations;
 - h. determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
 - i. determine the content and intent of job classifications;
 - j. determine methods of financing;
 - k. determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
 - l. determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
 - m. determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;

- n. assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- o. establish and modify productivity and performance programs and standards;
- p. discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- q. establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and
- r. exercise complete control and discretion over its organization and the technology of performing its work.

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

ARTICLE 8 COMPENSATION

8.1 Salary Increase. The City and CCPFMA agree to the following schedule of salary increases:

- A. 3.5% effective July 1, 2006
- B. 3.5% effective January 1, 2007
- C. 2.5% effective July 1, 2007
- D. 2.5% effective January 1, 2008
- E. 2.5% effective July 1, 2008.
- F. 2.5% effective January 1, 2009
- G. 2.5% effective July 1, 2009
- H. 2.5% effective January 1, 2010

8.2 Salary Schedule Adjustment. Effective to March 17, 2002, the City shall change the salary range for the Dispatch/Records Supervisor position from range 435 to a salary range equivalent to range 890.

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

- a. Advancement to a next higher merit increase step may be made after a twelve (12) month interval from the hire date or from the effective date of the employee's last increase, and for continued satisfactory service. A merit increase based on educational, chief officer or P.O.S.T. Certificate Achievement shall not change the otherwise effective merit review date.
- b. At the time of each employee's next merit review, as extended, advancement to a next higher merit increase step may be made. Thereafter, advance to a next higher merit step increase may be made after a twelve (12) month interval from the hire date or the date of the last

merit increase, whichever is most recent, for continued satisfactory service.

- c. Except for the extension of the merit review date as specified in subparagraph a, advancement to the next higher merit increase step shall not be automatic. Such salary increase or denial of salary increase shall require the specific recommendation, through a performance evaluation, of the employee's department head and the approval of the Personnel Director. When an employee is denied an increase, he or she may be reconsidered for such advancement at any subsequent time with a satisfactory performance evaluation.
- d. Except for the extension of the merit review date as specified in subparagraph a, advancement to a longevity merit step may occur after two (2) years satisfactory service in the next preceding step in the respective salary range. Any such advancement shall be granted only as a result of a written evaluation of continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of his or her position.
- e. Effective March 17, 2002 and July 1, 2003, advancement to a longevity merit step may occur after fifteen (15) and twenty (20) years of City employment respectively. Any such advancement shall be granted only as a result of a written evaluation of continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of his or her position.

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

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

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

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

8.6 Salary on Reinstatement. An employee, who resigned in good standing may, within one (1) year of such resignation and upon recommendation of the department head and approval of the City Manager, be reinstated in a position in

the class in which the employee had previously served, subject to an available budgeted position. Upon such reinstatement, the employee shall not receive a salary higher than the step in the salary range the employee previously received prior to the employee's separation. The employee shall be given a new merit review date, as if a new hire.

- 8.7 Salary on Transfer. Any employee who is transferred from one position to another position in the same class, or to another position in a classification having the same salary range, shall be compensated at the same step in the salary range as the employee previously received. The employee's merit review date shall not change.
- 8.8 Salary on Position Reclassification. When an employee in the classified service is reclassified to a lower classification, the employee shall retain his or her rate of pay and his or her merit review date or shall be placed in the step of the lower salary range closest to the employee's salary rate. If the last step of the salary range of the lower job class is lower than the employee's salary rate, the current salary step shall be identified as Step "Y" because of a downward reclassification, and the employee shall remain in the Step "Y" until such time as his or her job is assigned to a salary range in which the highest step is equivalent to or higher than the Step "Y", at which time the employee shall be placed in the next higher step. Such employee shall not receive annual or other periodic salary adjustments until such time as Step "Y" is equivalent to or less than the highest step of the salary range of the employee's reclassified position. When an employee is reclassified to an equivalent classification, the employee shall retain his or her salary rate and merit review date. When an employee is reclassified to a higher classification, the employee shall be placed on Step A in the new higher range or placed at the step which is a minimum 5% salary increase for the employee, not to exceed the highest merit increase step of the new range. The employee's merit review date shall change to the effective date of the reclassification for consideration in subsequent years.
- 8.9 Special Salary Adjustments. A department head may recommend in writing, to raise an employee's salary step to a higher merit/longevity increase step prior to the eligibility times specified in this article so as to recognize meritorious service, advanced educational achievements or other extraordinary attributes related to the employee's public service. Such increased compensation is subject to the approval of the City Manager and the availability of budgeted funds. The employee's merit review date shall change to the effective date of the special increase.
- 8.10 Overtime. A department head may require an employee to work beyond the employee's regular hours of employment. Any overtime hours worked by the Dispatch/Records Supervisor, Police Sergeants, Police Lieutenants, Fire Captains and Fire Division Chiefs will be paid for at the usual time and one-half rate or, except for Fire Captains working twenty-four (24) hour shifts, compensatory time may be taken if the maximum accrual will not be exceeded (see Section 12.8).
- 8.11 Other Compensatory Time Off. The City Manager may grant compensatory time off to any City employee in unique situations where actions of the employee, over and above the call of duty, clearly merit such consideration.
- 8.12 Call Out Pay. For Police Lieutenants and Fire Division Chiefs only, the City shall pay for any call out during any weekend or after hours call out if the employee

had been released from work on a normal business day. Dispatch/Records Supervisors and Police Sergeants receive regular compensation for call-outs (including overtime, if applicable). Police Captains receive no call out pay.

- 8.13 Compensation for Layoff. An employee who is terminated from the classified service of the City as a result of a layoff shall be paid for accrued vacation and accrued overtime. Payment shall also be made under the provisions of Section 13.14, if a laid off employee has three (3) or more years of employment with the City. Accrued sick leave shall be restored to an employee if the employee is re-employed within one (1) year. Should an employee be re-employed in the formerly held position, the employee shall be placed at the same salary step as when the layoff occurred. No credit shall be received toward a step increase or seniority during the period of layoff.

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

- 8.14 Compensation During Suspension. An employee who is suspended with pay under the disciplinary procedures shall be paid normal salary at that salary rate that the employee was entitled to prior to the suspension. An employee who is suspended without pay under the disciplinary procedures shall not be paid for those specific days of suspension. Additionally, an employee suspended without pay shall not accrue sick leave, vacation, seniority or other benefits during a suspension of more than fifteen (15) working days, except that health and life insurance benefits will be maintained.

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

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

- 8.16 Compensation for Temporary Assignment to Higher Classification. An employee may receive adjusted compensation for working in an assignment in a higher classification. Working at a higher classification shall mean that the employee is performing a significant part of the duties of a position in a higher salary range for a period of fifteen (15) consecutive working days or more.

The parties understand and have agreed that the application of the provisions set forth below (sections 8.16.1, 8.16.2, 8.16.3) will be through existing administrative procedures, does not constitute a new benefit, and are effective January 1, 2004. The parties further agree and affirm that the issues regarding working out of classification for Dispatch/Records Supervisor and on-call pay and working out of classification for Relief Police Sergeants/ Lieutenants/Captains are intended to assist in the interpretation of established practices, as set forth in section 8.16 for working out of classification, and not additional compensation. Further, submission of any requests for compensation resulting from these provision clarifications must be supported by

documentation approved by the Chief of Police and within 90 days of an executed Memorandum of Understanding. Any submission beyond the 90 days will be denied and the City's obligation will have been deemed satisfied.

8.16.1 Dispatch & Records Supervisor Working Out of Class. Dispatch and Records Supervisors shall be compensated five (5%) during those periods while serving as the designated Dispatch Training Officer with a new employee. The working out of class pay will not apply to training performed by the Dispatch and Records Supervisor as part of his/her supervisory responsibilities. (Effective January 1, 2004)

8.16.2 Relief Sergeant and Lieutenant Any Sergeant or Lieutenant who is assigned as a "Relief" Detective Sergeant or "Relief" Detective Lieutenant, whose job classification provides for a pay differential of 5% of base salary, will receive equivalent "on-call" working out of class pay (\$10.98)* on a pro-rated basis for each 24-hour day spent "on-call" in that classification. The pro-rated pay will be based on the assigned "Relief" officer's base annual salary.

*(Example: $\$80,164.68 \times .05 = \$4,008.23$, annualized 5% $\$4,000.23 / 365$ days = \$10.98 a day).

8.16.3 Relief Captains. Police Captains who serve on weekend on-call rotation, or are otherwise scheduled and approved by the Chief of Police, will receive time and a half pay for actual call-out hours when responding in place of the Police Lieutenant.

8.17 Bilingual Pay. Employees who have the ability to fluently converse in a second language may be designated as a bilingual employee required to use their skills as a part of their City employment. This designation must be made by the Chief of Police or designee and approved by the City Manager or designee in writing. Designated employees shall receive a lump sum payment in the amount of \$208.00 on or before July 1 of each year. In addition, such employees shall receive bilingual compensation of \$0.20 per hour unless or until said compensation is voluntarily eliminated by the employee. Effective March 17, 2002, the hourly rate shall increase to \$0.50 per hour. The basis for qualifying for such bonus compensation and the procedures for the granting of the same shall be in accordance with administrative regulations.

8.18 Compensation for Vehicle Use. An employee shall be compensated for use of the employee's personal vehicle on City business under rules set forth by the City Manager and at the rate set by City Council resolution.

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

8.20 Error in Determination of Correct Salary Rate. Should an employee be paid on the basis of a higher step in the salary range for his or her class than that for which he or she was recommended, or receive additional salary than that authorized, through error, such error shall be corrected immediately following its discovery. Reimbursement to the City by the employee of the overpayment caused by said error shall be made by one of the following methods or a combination thereof:

a. Application of accrued equivalent time off for overtime service;

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

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

8.21 Paramedic Assignment Differential. Any Fire Captain whose regular work assignment is not a primary paramedic on a fire unit, shall receive a 5% stipend when required to serve as a primary paramedic. To be eligible for the paramedic stipend, the employee must possess a current paramedic certificate. The employee will be eligible to receive the paramedic stipend after serving as a primary paramedic for five (5) consecutive shifts. Any Fire Captain who is fully qualified and licensed as a paramedic, but not regularly assigned to such duties, shall receive a monthly differential of \$100 for maintaining his or her certification and for occasionally filling in as needed, and must serve as needed as a paramedic until the certification expires.

8.22 Haz. Mat. Team Differential. Any Fire Captain whose regular work assignment includes assignment to the City's Hazardous Materials Team shall receive a \$100.00 per month stipend. To be eligible for the Haz. Mat. Team stipend, the employee must possess any and all current certificate(s) required for Haz. Mat. Team participation.

8.23 Certification and Education Incentives.

a. Dispatch/Records Supervisor. Dispatch/Records Supervisors who successfully completed a P.O.S.T.-approved civilian supervisory course and have served at least two (2) years in grade shall be compensated five percent (5%) of base salary. In addition, Dispatch/Records Supervisors who possess a Bachelor of Arts or Bachelor of Science degree shall be compensated five percent (5%) of base salary.

b. Police Sergeants. Police Sergeants who possess a P.O.S.T. Supervisory certificate shall be compensated five percent (5%) of base salary. Police Sergeants who possess a Bachelor of Arts or Bachelor of Science degree shall be compensated five percent (5%) of base salary.

c. Police Lieutenants and Police Captains. Police Lieutenants and/or Police Captains who possess a P.O.S.T. Management certificate shall be compensated five percent (5%) of base salary. In addition, Police Lieutenants and/or Police Captains who possess a Master's degree shall be compensated five percent (5%) of base salary.

d. Fire Captains. Fire Captains who possess a California Community College Associate Degree (any major), or an equivalent degree from an

accredited post-secondary institution, or have earned an equivalent number of units (i.e., sixty (60) semester units or ninety (90) quarter units in fire service and/or public safety courses) at an accredited post-secondary institution, have completed at least two (2) of the courses required for a Chief Officer certification and have served at least two (2) years in grade shall be compensated five percent (5%) of base salary. In addition, Fire Captains who possess a Bachelor of Arts or Bachelor of Science degree, or, alternatively, a Chief Officer certificate, shall be compensated five percent (5%) of base salary.

- e. Division Chiefs. Division Chiefs who possess a Fire Chief certificate shall be compensated five percent (5%) of base salary. In addition, Division Chiefs who possess a Master's degree shall be compensated five percent (5%) of base salary.
- f. Range Master. Unit Members who possess the required certification for a Range Master and whose assignment is to supervise target range facilities on a routine and consistent basis shall be compensated five percent (5%) of base salary. (Effective January 1, 2002)

When an employee who is receiving an educational degree incentive under this provision is promoted to an open position in a class with a higher salary range in which an educational degree is required, the employee's educational degree incentive is taken into consideration when determining step placement within the higher range under section 8.4 of this MOU.

8.24 Police Employee Court Appearance Time. Effective March 17, 2002, a Police Sergeant and/or Lieutenant who is scheduled to appear in Court during non-duty hours shall be paid for a minimum of four (4) hours for such appearance at his or her overtime rate.

8.25 Management Incentive Pay. All Police Captains and Fire Division Chiefs shall be credited with a maximum of sixty (60) hours per year of management incentive leave. All Police Lieutenants shall be credited with a maximum of forty (40) hours per year of management leave. Management incentive leave shall terminate on March 16, 2002

Effective March 17, 2002, the City shall pay Police Captains and Fire Division Chiefs 3.85 hours per pay period of additional compensation as management incentive pay. The management incentive pay for Police Captains and Fire Division Chiefs shall not exceed one hundred (100) hours per year.

Effective March 17, 2002, the City shall pay Police Lieutenants 1.55 hours per pay period of additional compensation as management incentive pay. The management incentive pay for Police Lieutenants shall not exceed forty (40) hours per year.

8.26 Equal Treatment for Additional Benefits.

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

ARTICLE 9
RECRUITMENT AND SELECTION

- 9.1 Physical Requirements. The City Manager may require that each applicant and employee be in such physical and mental condition as reasonably necessary to properly perform the duties of his or her job and may require a medical or psychological evaluation at City's expense at any time on a showing of good cause. No employee shall hold any position in a classification in which he or she cannot physically or mentally perform all the duties of the job adequately or without hazard to himself/herself or others. Within the limitations indicated, the City's policy shall be to make such efforts as are consistent with the provisions of this Agreement to place physically disabled employees in such positions as are available in the City service for which they are qualified, where their disabilities will not substantially interfere with their performance of duties. The employee's qualifications, length of service, nature of past performance and the availability of openings may be considered in placing disabled employees. The City shall make reasonable accommodations for disability, as required by law.
- 9.2 Separation. An employee in the classified service may be separated from employment with the City through retirement, for mental or physical inability to perform the duties of the job, resignation, probationary failure, death, dismissal, or layoff. An employee choosing to resign shall file with the employee's supervisor a written resignation stating the effective date. Such resignation shall be presented at least two (2) weeks before leaving the service. (Failure to present the resignation in advance as specified shall justify a decision by the Human Resources Manager to note on the personnel file that the employee is not eligible for rehire.) The resignation shall be immediately reported to the Human Resources Manager. The other forms of separation described above are explained elsewhere in this MOU. Prior to separation, an employee must return all City items issued to him/her in order to receive final compensation, failing which the City may withhold from final compensation, to the extent permitted by law, the reasonable value of unreturned property.
- 9.3 Voluntary Demotion. An employee may request a voluntary demotion under the disciplinary procedures, in lieu of other discipline, or for reasons stated in a special request to the City Manager. The City Manager shall have full discretion in determining whether to approve such request.

ARTICLE 10
PROBATION

- 10.1 Probation Period. The initial probationary period for full-time employees of the City covered by this Agreement is twelve (12) months. Any employee promoted to a higher level shall serve a probationary period of twelve (12) months before the promotion is final.
- 10.2 Probation on Reinstatement. Except as otherwise provided, in a written agreement, a reinstated employee serves a new probationary period of six (6) months. Reinstatements will not be permanent until the successful completion of this probationary period.
- 10.3 Objective of Probationary Period. The work and conduct of probationary employees shall be subject to close scrutiny and evaluation. The probationary period shall be regarded as a part of the training and examination process and

shall be used for securing the most effective adjustment of a new employee to a position.

- 10.4 Satisfactory Completion of Probation Period. If a probationary employee's probation period has been satisfactory, and advancement to regular status is warranted, the department head shall so recommend on a Personnel Action Form together with a performance evaluation submitted to the Human Resources Manager. The City Manager, upon receipt of these documents, may authorize the end of the employee's probationary period by the execution of a Personnel Action Form. The employee shall only then be advanced to regular status upon completion of the probationary period.
- 10.5 Unsuccessful Probation Period. If a probationary employee's initial probation period has not been satisfactory, it shall be so stated in a Personnel Action Form. The City Manager, by signing the Personnel Action Form, may authorize the release of the employee without cause and without the right of appeal or grievance, unless otherwise required by law, except that a probationary promotional employee, shall be returned to the position from which he or she had been promoted. Notification of failure of probation or other action shall be in writing and shall be given to the probationary employee prior to release from employment for any initial probationary employee, or return to the former position for a promotional probationary employee.
- 10.6 Unsuccessful Reinstatement Probation. If a probationary employee's performance following reinstatement has not been satisfactory, it shall be so stated in a performance evaluation. In cases involving reinstatement, the City Manager upon receipt of a performance evaluation, may authorize the release of the employee under the provisions of Section 10.5.
- 10.7 Probation Following Layoff. Employees laid off while on probation must serve a new probationary period following re-employment.

ARTICLE 11 EMPLOYEE LAYOFF PROCEDURES

- 11.1 Purpose For Layoffs. For reasons of economy, of efficiency, or in the interest or mandate of the public, reductions or curtailments of the City services may be required. Whenever, in the judgment of the City Council, it becomes necessary, the City Council may abolish any position or employment and the employee holding such position or employment may be laid off.
- 11.2 Order of Layoff. In the event of a layoff the following order shall be followed:
- a. Temporary, interim and probationary employees. The group of employees who shall be next subject to layoff are those employees whose performance evaluations, considered as a whole, are an overall ranking of four or below in the case of Fire Department employees, or less than "meets or exceeds department standards" in the case of Police Department employees.
 - b. For those employees whose overall evaluations are "5" or above in the case of the Fire Department, or "meets or exceeds departmental standards" or above in the case of the Police Department, the order of layoff shall be determined based on seniority in rank.

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

11.3 Abolition of Position(s). When layoffs are to occur, the City Manager shall prepare a list of those positions to be abolished in each department. For each affected department, the City Manager shall assemble a list of those employees within the classification designated for position abolition. 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.

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

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

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

ARTICLE 12 ATTENDANCE AND LEAVES

12.1 Attendance At Work; Absence Without Leave. Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the Administrative Services Director, or his or her designee, in the form and on the dates they shall specify. Failure on the part of an employee, absent without leave, to return to duty within forty-eight (48) hours after a due notice to return to work has been delivered shall be cause for

immediate dismissal. A certified letter delivered by U.S. mail to the employee's last known address shall be reasonable notice.

12.2

Automatic Resignation. Absence without leave, whether voluntary or involuntary, for five (5) consecutive working days, is an automatic resignation from City employment, as of the last date on which the employee worked. Any employee who fails to report for work within forty-eight (48) hours after delivery of a notice as specified in Section 12.1 above, who by the expiration of the forty-eight (48) hours has missed or will have missed five (5) or more consecutive working days, shall also be deemed to have resigned from City employment, as of the last date on which the employee worked. Upon a determination by the department head or Human Resources Manager that such an absence has occurred, and that the employee has resigned, notice of the deemed automatic resignation and of the employee's right to request reinstatement for good cause upon timely request therefor, shall be sent by ordinary first class mail, postage prepaid thereon, or by certified mail, or both, to the employee at his or her last known address. An employee who has been deemed to have automatically resigned in accordance with the terms of this Section shall have fifteen (15) days after the date of mailing of such notice within which to request reinstatement. Any request for reinstatement must be made in writing and must be received by the City within fifteen (15) days of the date of mailing of the notice. Request for reinstatement may be made within ninety (90) days after the effective date of the deemed resignation if the notice specified above was not sent to the employee in the manner specified in this Section. Reinstatement shall be granted only if the employee makes a satisfactory explanation to the department head as to the cause of his or her absence and as to the reason for his or her failure to obtain leave therefor. Evidence that the employee reasonably believed leave had been granted shall justify reinstatement. The department head, to order for reinstatement to occur, shall find that the employee is ready, able and willing to resume the performance of the duties of the employee's former position or, if not then able to immediately resume such duties, the department head may consent to a leave of absence to commence upon reinstatement. An employee so reinstated shall not be paid salary for the period of his or her absence or separation or any portion thereof. Denial of reinstatement shall be subject to appeal under the procedures specified in the Disciplinary section of the City's Human Resources Policies. In determining the employee's rights under all the circumstances, the City Manager or hearing officer shall be guided by Government Code Section 19996.2 and case law related thereto, including Phillips v. California State Personnel Board (1986) 184 Cal. App. 3d 651, 229 Cal. Rptr. 502, and in such appeal the City shall have the burden to establish that the absence was in fact unauthorized and that the department head reasonably believed the employee had abandoned his or her employment.

12.3

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

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

- 12.3.1 Alternate Work Schedule Affecting Association Members of the Police Department Assigned to Patrol (excluding GRASP and Operations Manager). An alternate work schedule, based upon a 3/12 plan, will be developed for those police individuals of the Association assigned to patrol (excluding GRASP and Operations Manager), provided that no additional costs are anticipated to be borne by the City thereby. Alternate work schedules will be developed for other police members of the Association, such as 4/10 (operations special details will be based on a 4/10) and 9/80, but not 5/8. Lunch would be included in the schedule except for division managers. The Chief of Police will evaluate these schedules continuously for effectiveness and cost-savings, and may modify the schedules, or cancel them entirely 12 months from the effective date of this MOU, at his sole discretion. The alternate work schedules may be canceled prior to the expiration of this MOU, at the request of the Association; in this case, all other terms of this MOU shall continue in full force and effect. If the proposed alternate work schedule is canceled, either by the Association or the Chief of Police, then the work schedule in place at the time of the signing of this MOU shall be considered the schedule under which the Police Department members shall operate. If the 3/12 plan proves not to be functional, the Chief of Police may elect another alternate schedule based on department needs, which could include a 9/80, 4/10 or 5/8 schedule.
- 12.3.2 Work Schedule: Police Sergeants: Administrative Duties. Police Sergeants shall be regularly scheduled to work eighty (80) hours during a two (2) week pay period. Police Sergeants also may be assigned up to, but no more than, six (6) additional hours of work to provide time for administrative duties, payable at a Sergeant's regular hourly rate. Such administrative duties may include, but are not limited to, preparation of patrol briefings, specialized projects, specialized details or assignments, community presentations, department training assignments and/or other responsibilities which are administrative in nature. This time represents discretionary administrative time and is not meant to replace scheduled overtime or unanticipated overtime that is not administrative in nature.
- CCPFMA to provide a detailed accounting of administrative hours worked by various Police Sergeants, such information to be prepared and signed by the respective employee, beyond their regular eighty (80) hour schedule during the period between January 1, 2004 to present, so as to assist the City in remunerating bargaining unit members for such work. Further submission of any requests for compensation under this provision must be supported by documentation approved by the Chief of Police and within 90 days of an executed Memorandum of Understanding. Any submission beyond the 90 days will be denied and the City's obligation will have been deemed satisfied.
- 12.3.3 Work Period Fire Captains. The work period for fire Captains, under the Fair Labor Standards Act's 7K exemption, is based on a cycle providing for consecutive work periods of twenty-eight (28) days each.
- 12.3.4 Work Schedule Fire Captains. The work schedule for fire Captains is a "48/96" schedule under which fire Captains will work forty-eight (48) consecutive hours, followed by ninety-six (96) consecutive hours off from work.
- 12.4 Work Week. The work week begins at 12:01 am Sunday and ends at Midnight the following Saturday (seven [7] consecutive days)

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

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

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

12.6 Military Duty. Military leave of absence shall be granted in accordance with the provisions of Article 4 of the Human Resource Rules and State and Federal law. All employees entitled to military leave shall give the department head an opportunity, within the limits of military regulations, to determine when such leave shall be taken. Compensation for such purposes shall not exceed thirty (30) days in any one (1) fiscal year.

In addition to the benefits set forth in the preceding paragraph, employees who are called to active military duty shall continue to receive compensation equal to the difference between their base City salary and their military pay, together with their health benefits allowance, for up to six (6) months in any one (1) fiscal year. The benefit enhancement set forth in this paragraph shall terminate effective December 31, 2002.

12.7 Vacation Leave.

12.7.1 Vacations. All employees (except Fire Captains who work twenty-four (24) hour shifts) shall accrue vacation credits according to the following schedule:

| | <u>Days/Mo.</u> | <u>Hrs/Pay Period</u> | <u>Hrs/Yr.</u> |
|------------------------------|-----------------|-----------------------|----------------|
| Less than 2 years employment | 1 | 3.69 | 96 |
| 2 years to 5 years | 1.25 | 4.62 | 120 |
| 6 to 9 years | 1.50 | 5.54 | 144 |
| 10 to 14 years | 1.75 | 6.46 | 168 |
| 15 years or more | 2.25 | 8.31 | 216 (07/01/06) |

- Fire Captains who work twenty-four (24) hour shifts shall accrue vacation credits on the same basis as firefighters, to wit:

| | <u>Hrs/Pay Period</u> | <u>Hrs/Yr.</u> |
|------------------------------|-----------------------|----------------|
| Less than 2 years employment | 5.54 | 144 |
| 2 years to 5 years | 6.92 | 180 |
| 6 to 9 years | 8.31 | 216 |
| 10 to 14 years | 9.69 | 252 |
| 15 years or more | 12.46 | 324 (07/01/06) |

- * For deduction purposes, one shift off equals twenty-four (24) hours.

12.7.2 Vacation Accumulation; Cashing Out Option. Employees are encouraged to use their accrued vacation time annually and will be allowed to use their accrued vacation regardless of any impact on overtime. Earned vacation credits shall be accumulated. Employees may, however, carry over unused vacation credits to succeeding calendar years. Except upon written approval by the City Manager, accumulated vacation credits shall not exceed the employee's two (2) year maximum rate of accrual. Accumulated vacation time which exceeds the two (2) year accrual maximum, and is not carried by approval, must be paid as time worked.

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

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

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

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

12.7.6 Fire Department Vacation Policy. All fire department bargaining unit members may, in a particular year, utilize an amount of accrued vacation time equal to the

number of hours he/she will earn during that particular year. Utilization of such vacation time shall not be dependent upon the Department's need to fill overtime. If, however, a fire Captain wishes to use an amount of vacation time greater than the total number of hours accruable in a given year, the Department's need to use overtime to his/her position may be considered

12.8 Compensatory Time Off. Any employee except a Fire Captain working twenty-four (24) hour shifts who is a member of the bargaining unit represented by CCPFMA shall be authorized to accumulate, to the extent allowed by the Fair Labor Standards Act, up to eighty (80) hours (112 hours for Division Chiefs working twenty-four (24) hour shifts) of compensatory time. The accumulation of such hours shall be in accordance with the rules established by the Fire Chief or Chief of Police, whichever is applicable. If an employee has more than eighty (80) hours (112 hours for Division Chiefs working twenty-four (24) hour shifts) of "comp" time on the books, over-time work shall be paid. Police Sergeants shall be authorized to accumulate 100 hours of compensatory time off and will be required to cash out or use compensatory time in excess of 80 hours by July 1 of each year. Each November, at the option of the employee, all unused "comp" time on the City's records may be cashed out by separate check. The City recognizes the vested nature of such accumulated hours. The use of compensatory time off shall be taken by the employee, if the employee so elects, only at a time satisfactory to the department head. Fire Captains do not qualify for comp time, but are paid overtime for all hours exceeding Fair Labor Standards' requirements for maximum pay periods.

12.9 Holidays. The following holidays are recognized by the City for employees covered by this Agreement:

- a. January 1 (New Year's Day)
- b. February 12 (Lincoln's Birthday)
- c. Third Monday in February (Washington's Birthday)
- d. Last Monday in May (Memorial Day)
- e. July 4 (Independence Day)
- f. First Monday in September (Labor Day)
- g. November 11 (Veterans Day)
- h. Fourth Thursday in November (Thanksgiving Day)
- i. Friday following Thanksgiving Day
- j. December 25 (Christmas Day)
- k. In addition, employees shall be credited with 2 floating holidays, with the first day credited January 1, and the second day credited September 1.
- l. Any day declared to be a holiday by proclamation of the Mayor.

12.9.1 Community Service Day. The third Monday in January of each year will be designated as Cathedral City Community Service Day in honor of Dr. Martin Luther King, Jr. Each member of CCPFMA will participate in Community Service Day if they can be released from duty. Off duty personnel are encouraged to participate in Community Service Day, however, no overtime compensation will be given for their participation. Each member will be assigned to a community service team headed up by a management employee. During the first four (4) hours of the day, each team will be responsible for carrying out various community service assignments in Cathedral City such as painting out graffiti, cleaning up trash in the public right of way, etc.

Any employee covered by this Agreement who elects to not participate in the Community Service Day or who cannot be released from duty will be required to work their normal workday.

The City and CCPFMA may form a joint committee to plan the Community Service Day events.

- 12.9.2 Holidays on Weekend Days. Holidays falling on Sunday will be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday.
- 12.9.3 Holidays – Extra Pay – Generally. Effective March 17, 2002, employees covered by this agreement, except Fire Captains, shall receive compensation for holidays equal to the number of hours in his/her regular shift, paid at straight time. The City shall pay the yearly allotment of holidays as additional pay each pay period. The yearly holiday allotment shall be divided by the number of pay periods in the year and the resulting average number of hours shall be added to the employee's pay.
- 12.9.3.1 Dispatch and Records Supervisors shall receive 12 hours of holiday pay when he/she works a 12 hour shift on a City Holiday to cover for dispatch services as provided in this section. (Effective January 1, 2004).
- 12.9.4 Holidays – Extra Pay – Fire Captains. Fire Captains shall receive an extra twelve (12) hours of straight time pay for any holiday falling within a given pay period.
- 12.10 Jury Duty. An employee summoned to and serving on jury duty shall submit evidence of the Summons to the department head. The employee may be absent from duty with pay for time required to be away from the employee's regularly scheduled work hours. An employee who is released by the court from jury duty on any regularly scheduled work day shall return to work to complete any remaining portion of regularly scheduled work hours unless otherwise excused by the department head. The employee shall be entitled to retain juror fees as reimbursement for expenses associated with jury duty. Employees working rotational shifts such as swing or grave, who are summoned for jury duty, shall request an exemption from or a postponement of such jury duty. If that request is denied, the City, the department, and the employees association shall join in efforts to obtain the exemption or postponement. If the request is still denied, the situation will be addressed on a case-by-case basis. Those employees who work shifts slightly off the normal jury duty scheduled will have their shifts adjusted to match that of jury duty.
- 12.11 Bereavement Leave. Bereavement leave with pay, not to exceed three (3) days per year, shall be allowed for full-time employees, except Division Chiefs and Fire Captains who work twenty-four (24) hour shifts, at the discretion of the City Manager. Bereavement leave with pay for Division Chiefs and Fire Captains who work twenty-four (24) hour shifts, not exceeding seventy-two (72) hours, shall be granted, at the discretion of the City Manager. If the employee needs additional time off due to the death of a member of the employees said time off shall be taken from the employees accrued sick leave.

Leave shall be based on demonstrated need and shall be limited to death within the immediate family. The immediate family is defined as the employee's mother, father, brother, sister, spouse, children, grandparents, domestic partner

and legal guardians, or any in-law bearing one of those relationships to the employee's spouse.

Domestic partner as used in this Section 16.10 is hereby defined as follows. A domestic partnership shall exist between two (2) persons if the following conditions are met:

1. The persons are not related by blood closer than would bar marriage in the State of California;
2. Neither person is married or related by marriage;
3. The persons share the common necessities of life;
4. The persons are eighteen (18) years old or older;
5. The persons are competent to enter a contract;
6. The persons declare that they are each other's sole domestic partner;
7. The persons are responsible for each other's welfare;
8. The persons agree to notify the City of any change in the status of their domestic partnership;
9. Neither person has declared that he or she has a different domestic partner;
10. The persons file a statement of domestic partnership.
11. Statement of domestic partnership.
 - a. Contents. Domestic partners may make an official record of their domestic partnership by completing, signing and submitting to the City Manager or designee, a statement of domestic partnership. The domestic partnership statement shall include the date on which the persons became each others' domestic partners and the address or addresses of both partners.
 - b. Amendment of Domestic Partner Statement. Partners may amend the statement at any time in order to change an address by filing a new statement.
 - c. Termination of Domestic Partnership. Any member of a domestic partnership may terminate the domestic partnership by filing a termination statement with the City Manager or designee. The person filing the termination statement must declare under penalty of perjury: (1) The domestic partnership is terminated and (2) a copy of the termination statement has been mailed to the other domestic partner.
 - d. New Statements of Domestic Partnership. No person who has filed an affidavit of domestic partnership may file another statement of domestic partnership until six month after filing a termination statement specified in section 16.10.
12. Registered domestic partners pursuant to California Family code section 297 *et seq.*

12.12 Maternity Leave. A female employee physically incapacitated from performing her duties due to pregnancy, childbirth or related medical conditions, is eligible for maternity leave from her job. An employee requesting maternity leave shall submit in writing notice of her intent to take leave, a physician's statement indicating her last date to remain at work for health reasons, and her intended date to return to duty. The employee is entitled to maternity leave for the actual period of the employee's disability from working up to a maximum of four months to be taken in the form of accumulated sick leave and/or vacation leave. The first 12 weeks of maternity leave, if the employee has been with the City for one year

and has worked at least 1250 hours in the prior 12 months, shall constitute leave under the U.S. Family and Medical Leave Act (FMLA) and the employee shall be subject to all of the rights and obligations under the FMLA. An employee requiring more than six weeks maternity leave shall submit a physician's statement indicating the employee is disabled and cannot return to duty in her present physical condition. With such statement the employee is entitled to continue to use accumulated sick leave and/or vacation time. When an employee has used all accumulated sick leave and vacation time, the employee may be granted a leave of absence without pay for a reasonable period of time normally not to exceed six (6) months from the date of absence. The City may require a pregnant employee to provide a physician's statement approving the continuance of her current work duties. Where, in the opinion of the employee's or City's physician, the continuance of her work duties would be hazardous to the employee's health, the department head may temporarily assign employee duties which can be approved by a physician's statement. When temporary assignment is not practical or possible, the department head may recommend that the employee be granted maternity leave. The City Manager shall either approve or deny such recommendation.

When an employee is granted a leave of absence without pay for maternity leave, the City shall discontinue payment of medical, health, and other similar insurance premiums for the employee and dependents. At the time the employee requests a leave of absence as part of her maternity leave, the employee may pre-pay the insurance premiums by depositing funds with the Finance Department prior to the expiration of coverage, provided that such a continuation of coverage is authorized by the City's contract for medical insurance.

Adoptions do not qualify as instances eligible for maternity leave.

- 12.13 Sick Leave. An employee may use accrued sick leave for illness of the employee or physical incapacity of the employee due to non-work related illness or non-work related injury, or for physical examinations, including eyes, dentist appointments or other commonly accepted health related matters. Employees shall be eligible to use sick leave to attend to a seriously ill parent, child, spouse or domestic partner to the extent allowed by Labor Code section 233.

All regular full-time employees, except Division Chiefs and Fire Captains working twenty-four (24) hour shift assignment, shall be credited with one (1) day (3.69 hours per pay period) of sick leave per month, or major fraction thereof. Division Chiefs and Fire Captains working twenty-four (24) hour shift assignments shall be credited with 5.54 hours per pay period or major fraction thereof. Accrued sick leave may be used for illness of the employee or physical incapacity of the employee due to non-work related illness or non-work related injury, or for physical examinations, including eyes, dentist appointments or other commonly accepted health related matters.

An employee who is absent because of illness may be required to file a written statement describing the employee's illness or reason for the absence which then must have the approval of the City Manager before the employee is eligible to receive sick leave pay. If an absence because of illness or disability extends beyond two (2) consecutive scheduled work days or the employee has used more than four (4) sick days in a calendar year, the employee may be required to submit a physician's written certification (release to return to work) to the department head before the employee is eligible to receive sick leave pay.

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

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

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

For purposes of this section, relating to Division Chiefs and Fire Captains working twenty-four (24) hour shift assignment only, one (1) day of sick leave equals twelve (12) hours.

- 12.14 Sick Leave Accrued Limit and Payoff. Any unused portion of accumulated sick leave may be carried over into the next calendar year; provided however, an employee's accumulated sick leave may not exceed 960 hours (1440 hours for Division Chiefs and Fire Captains working twenty-four (24) hour shifts) unused sick leave; further accumulation shall not be allowed. However, to encourage attendance at work and discourage the frivolous use of excess sick leave, employees with continuous employment of five (5) years or more may receive a payment in cash of 25% of unused sick leave when they resign or retire.

Employees with continuous employment over nine (9) years may receive in cash 50% of the unused sick leave when they resign or retire. His or her compensation in cash shall be at straight time rate and may be paid at the discretion of the City Manager.

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

- 12.15 Sick Leave Conversion. Employees with at least three (3) years employment with the City may at their option convert accrued sick leave in excess of one hundred twenty (120) hours (one hundred eighty [180] for Division Chiefs and Fire Captains on twenty-four (24) hour shift work) to be vacation days in accordance with the following schedule:

| | |
|---|---|
| Employees with more than three (3) years employment with the City | Two (2) days of sick leave to one (1) day of vacation |
|---|---|

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

- 12.17 Family Illness Leave. If an employee requests to be absent from duty because of illness in the employee's immediate family, which requires the employee's attendance, the City Manager may approve use of the employee's accrued sick leave not to exceed six (6) days per year. The immediate family is defined as mother, father, brother, sister, spouse, domestic partner, children, grandparents,

in-laws and legal guardians. Where the employee and reason for leave qualify, the employee will be eligible for leave under FMLA and the California Family Rights Act (CFRA) and be subject to all of the rights and obligations under both FMLA and CFRA.

- 12.18 Unauthorized Leave. Any employee who is absent from work without approved leave shall be subject to termination.
- 12.19 Catastrophic Leave Donation. Circumstances may arise where an employee or the employee's immediate family may suffer an unforeseen event, which may have a catastrophic effect on the employee and/or the employee's family. Under such a circumstance the employee may request leave donation from fellow employees under the following procedures:
 - 12.19.1 Employee's Own Personal Extended Illness. An employee who is suffering from a serious illness or a serious accident may have sick leave donated to cover the cost for the City-provided health insurance upon expiration of family medical leave. This leave donation shall only cover the cost of any insurance plan offered by the City and shall not be used for salary.
 - 12.19.2 Serious Illness or Injury of a Member of the Employee's Immediate Family. An employee whose immediate family member is suffering from a serious illness or injury may have leave donated to provide him/her time off from work to care for that family member.
 - 12.19.3 Leave Donation Eligibility Procedures.
 - 12.19.3.1 The employee seeking leave donation must have exhausted all available leave, sick leave, vacation leave and compensatory leave.
 - 12.19.3.2 The employee must submit a request for leave donation to the Personnel Department for review and approval of the Assistant City Manager and the City Manager. The employee will be required to provide medical documentation for the need of this leave donation.
 - 12.19.4 Leave Donation Procedure.
 - 12.19.4.1 The donation of leave is voluntary and is irrevocable once donated.
 - 12.19.4.2 Employees wishing to donate leave will submit to the Personnel Department an authorization for transfer of leave form.
 - 12.19.4.3 Employees may donate accrued sick leave in excess of 96 hours with a maximum donation of eight (8) hours of sick leave. Employees assigned to a 24 hour shift may donate accrued sick leave in excess of 144 hours with a maximum donation of twelve (12) hours of sick leave, if said sick leave is donated to an employee who works a 24 hour shift. Sick leave donated to an employee who works an eight (8) hour day may not exceed eight (8) hours. Sick leave donated to an employee who works a 24 hour shift may not exceed twelve (12) hours.
 - 12.19.4.4 Employee may donate a maximum of eight (8) hours of accrued vacation leave (24 hours for employees working a 24 hour shift if leave is donated to another employee working a 24 hour shift).

- 12.19.4.5 The donated leave will be put into a “Catastrophic Leave” account and can only be used to care for the immediate family member or to pay for the cost of insurance offered by the City for those persons suffering from a personal illness for which the leave was donated.
- 12.19.4.6 Donated leave will be credited to the “Catastrophic Leave” account at the employee’s hourly rate of pay or the donating employee’s rate of pay, whichever is less. In no case shall the total amount of leave exceed eight (8) hours of sick leave and eight (8) hours vacation leave per donee (24 hours for 24 hour shift personnel).
- 12.19.4.7 Any time remaining in the employees “Catastrophic Leave” account upon return to work will be transferred to a “Catastrophic Leave Bank” for use by other employees who qualify under the provisions of this Article. The “Catastrophic Leave Bank” will have a cap of 320 hours. Any remaining leave in excess of 320 hours will be converted to a cash value and placed in a fund for an employees program to be determined at a later date.
- 12.19.4.8 In no case will an employee be able to convert the donated leave to cash or be paid for any remaining balance of donated leave.
- 12.19.4.9 All donations will be maintained as confidential information.

ARTICLE 13 GRIEVANCE PROCEDURE

- 13.1 Matters Subject to Grievance Procedures. A grievance is a complaint by an employee that the employee has been adversely affected due to a misinterpretation or misapplication of this MOU, or, where a grievance is specifically authorized in this Agreement, that the action grieved is excessive, unduly harsh or unjustified.
- 13.2 Informal Grievance Procedure. Every effort shall be made to resolve a grievance through discussion between the employee, and/or the employee’s designated representative, and the employee’s immediate supervisor. If, after such discussion, the employee does not feel that the grievance has been satisfactorily resolved, the employee shall have the right to discuss the matter with the supervisor’s superior, if any, within the department organization. Otherwise, the employee shall have the right to discuss the matter with the department head.
- 13.3 Formal Grievance Procedure. If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal grievance in writing to the department head within five (5) regularly scheduled working days after the occurrence of the incident in the grievance. The department head shall meet with the employee and/or the employee’s designated representative within five (5) working days after the department head’s receipt of the written grievance. The department head shall review the grievance and render a decision in writing and return it to the employee and/or the employee’s designated representative within five (5) working days after meeting with the employee.
- 13.4 Appeal to the City Manager. If the employee does not agree with the decision reached by the department head, the employee may present an appeal in writing to the City Manager within five (5) working days after the employee’s receipt of the department head’s decision. The appeal shall be signed and delivered to the

City Clerk who shall set a meeting with the City Manager and the employee and/or the employee's representative to discuss the grievance within ten (10) working days. Within seven (7) working days the City Manager shall deliver a copy of the decision to the employee and/or the employee's representative and the department head. The decision of the City Manager shall be final, and shall not be appealable to the City Council.

- 13.5 Extension of Time Limitations. All time limitations mentioned in the Grievance Procedure may be extended by mutual written agreement between the City and the employee.

ARTICLE 14 EMPLOYEE REPORTS AND RECORDS

- 14.1 Personnel File. The Human Resources Manager shall maintain, or cause to be maintained, a personnel file for each employee of the City. Employees have the right to inspect the contents of their respective personnel files during a scheduled appointment.

- 14.2 Disclosure of Information. No information shall be disclosed from the personnel file of a current or former employee other than the employee's job title, work location, work phone number, salary verification (with written employee authorization only) and departmental assignment, to any person other than the City Manager, City Attorney or their designated representatives. The City Manager or City Attorney may authorize release of other information under subpoena or under requests based upon the Public Records Act, upon determining that such request should be honored. Peace Officers' personnel records shall not be released except in compliance with Penal Code Sections 832.7 and 832.8, and in compliance with Evidence Code Section 1043, unless the peace officer specifically consents, in writing, to such release. An employee or former employee may authorize the disclosure of information from their file only when written permission is provided. Nothing herein shall preclude nor specifically deny the use of any information in Personnel files in any phase of a disciplinary or probationary action, nor when disclosure is required by any court or administrative tribunal.

ARTICLE 15 EDUCATION INCENTIVES

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

Education covered by this provision must be job related and taken at a licensed public or private school or college, or a recognized training program leading to a job or professional certification, and shall include both academic and professional certification programs. Post-graduate programs (Masters degree programs or higher) are not covered without a determination that the program has a relationship to the job performed by the employee, or preparation for a promotional opportunity within the City's employment. Reimbursement shall be

made at the conclusion of a course, upon presentation of evidence of satisfactory completion thereof (grade "C" or better), department head review and approval of the City Manager or designee. This benefit shall be available only for the acquisition of one (1) degree.

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

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

- 15.2 Paramedic Recertification. Upon presentation to the Fire Chief or designee of a paramedic certification, the City shall pay to the employee \$500 plus 24 hours at time and one half of the current top step firefighter/paramedic pay as full reimbursement for paramedic certification. The employee has the responsibility of attending all required certification courses and paying the required fees. There will not be any compensation for attending certification courses during non-work times except for the pay specified above.

ARTICLE 16 FRINGE BENEFITS

- 16.1 Enrollment in Group Insurance Plans. All employees who are employed on a full-time basis (40 hours per week) shall be eligible to participate in such group insurance policies as are provided by the City. The cost of such insurance coverage, which the City chooses from time to time to provide, shall be borne entirely by the City for each employee. Additionally, the current policy until otherwise decided by the City Council is for the City to bear the cost of coverage for the employee's dependents who are so eligible under the terms of the policy or policies authorized from time to time by the City Council (to the same extent as the City bears the cost of coverage for the employee). The City will continue to pay all costs of the employee's coverage for health insurance premiums, and will pay up to \$330 a month for such health insurance coverage for any employee with one dependent, and up to \$475 per month for employees with more than one dependent, but in no case more than the actual cost of the coverage selected by the employee from the options made available by the City. Increases in premiums for dependents effective as of August 1, 1992, or subsequent, shall be shared by the City and the Employee as follows:

- a. The City shall pay such increase up to the amount of the dollar cap as set forth above.

- b. The Employee shall pay the next portion of such increase up to an amount equal to the City payment under "a".
- c. The remainder of the increase shall be paid equally by the City and the Employee.

Effective March 17, 2002, the City shall bear the entire cost of employee with one dependent and employee with more than one dependent coverage so long as an employee's dependents are eligible under the terms of the policy or policies authorized from time to time by the City Council (to the same extent as the City bears the cost of coverage for the employee), but in no case shall the City pay for more than the actual cost of the coverage selected by the employee from the options made available by the City.

Effective January 1, 2003, the City shall bear the cost of employee with one dependent and employee with more than one dependent coverage so long as an employee's dependents are eligible under the terms of the policy or policies authorized from time to time by the City Council (to the same extent as the City bears the cost of coverage for the employee) and so long as the employee does not select the most expensive coverage available. In the event an employee selects the most expensive coverage, he or she shall be responsible for paying the difference between the cost of the most expensive coverage and the cost of the second most expensive coverage.

In addition to the above, the City will continue to pay the full premiums for dental and vision insurance, independent of the caps listed above.

16.2 Public Employees Retirement System.

- a. 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 Public Employees Retirement System. Membership shall commence immediately upon employment.
- b. Any regular employee who has cashed out PERS may purchase service credit through payroll deduction on a pre-taxed basis as approved by PERS.
- c. Subject to agreement with CCPOA and CCPFA and not applicable to Dispatch and/or Records Supervisor, effective July 1, 2008, the Public Employees Retirement System (PERS) contract shall be amended to provide the 3% @ 55 retirement benefit for sworn officers of the CCPFMA. In the event those unit members not eligible for the 3% @ 55 retirement benefit have not received an alternative retirement enhancement by July 1, 2008, they shall instead receive a 3% salary increase.
- d. Employee Paid Member Contribution (EPMC). The following provisions are applicable to City employees, not applicable to Dispatch and/or Records Supervisor, as members of the Cathedral City Police and Fire Management Association:
 - a) Effective July 1, 2008, the employee shall pay 2% of the member contribution.

The City shall pay the remaining portion of the employee's required contribution not to exceed a combined total of 9% of the employee's earnable compensation.

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

Sergeants, Lieutenants, Police Captains, Fire Captains and Division Chiefs. For all Sergeants, Lieutenants, Police Captains, Division Chiefs and Fire Captains, the City shall provide a standard \$120.00 per month uniform allowance.

Dispatch/Records Supervisors. For all Dispatch Supervisors, the City shall provide a standard \$75.00 per month uniform allowance.

Fire Department Uniform Policy. A navy blue t-shirt may be worn between 2100 and 0700 hours, seven days a week, at the direction of the Company Officer, in accordance with safety procedures and other departmental policies.

16.4 Deferred Compensation. The City provides a deferred compensation plan for members of the Association, under which the City shall match the employee's contribution up to \$46.16 per pay period.

16.5 Short Term and Long Term Disability Income, Accidental Death and Dismemberment. All employees covered by this Agreement shall be included in the City's disability programs providing partial coverage for disabling injuries and illnesses non-industrial in nature (not covered by workers' compensation), and including accidental death and dismemberment benefits.

16.6 Wellness Program. Employees covered by this Agreement shall be permitted to participate in a Wellness Program intended to reduce job-related stress and improve general physical and mental health. The Wellness Program shall consist of, but not be limited to, the periodic physical examination provided for elsewhere, a life-style evaluation, and a personal diet and exercise program. The exercise program shall be structured to allow the employee to choose the type of activity, and to provide the City participation in the cost of the program on a 75/25 basis (75% for the City and 25% for the employee), but the City's participation in the exercise program shall not exceed \$300 per year.

The City shall provide a physical fitness program for all employees covered by this Agreement. The physical fitness program will begin in July 2002 and will consist of a yearly health screening and an approved physical fitness evaluation. Effective July 1, 2008, employees covered by this agreement who meet the physical standards and are approved by the City in the fitness evaluation will receive a four (4%) salary differential above base pay. The salary differential will begin on the first day of the pay period following submission of a qualifying fitness program report to the Human Resource Division. Employees must re-qualify on a yearly basis to continue to receive a fitness program salary differential. Employees who do not re-qualify will no longer receive the salary differential, but may reapply to re-qualify at the next annual qualification period. The program shall be subject to administrative procedures developed by the Association and approved by the City. The City and CCPFMA will work together to update the standards for qualification.

16.7 Life Insurance. The City shall provide, through an insurer or on a self-insured basis, life insurance for each employee covered by this Agreement in an amount twice the annual base salary of each employee covered by this Agreement.

16.8 Group Health Plan Continuation after Retirement. Employees covered by this Agreement retiring from City employment who are taking a qualified retirement under the PERS system may elect within two (2) months after retirement to participate in such group health insurance policies as are provided by the City under the following conditions:

- 1) A requirement that the unit member must have worked for the City of Cathedral City at least five (5) years prior to retiring.
- 2) All unit members shall be eligible for a City-paid contribution equivalent to the current amount given to active unit members.

As permitted by law, the City's health insurance policy shall become secondary to any applicable federal or state government health programs as soon as the retired employee becomes eligible for such program, or at age 65, whichever comes first.

In addition to the above, the City will pay the full premiums for dental and vision insurance for retirees, independent of the caps listed above, who retire on or after July 1, 2000.

16.9 Additional Retirement Benefit. Commencing on August 1, 2001 the City will pay and report the value of employer paid member contributions ("EPMC") to PERS as individual compensation for all employees covered by this Agreement.

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

ARTICLE 17 WORK PERIOD AND WORK SCHEDULE FOR FIRE CAPTAINS

17.1 Work Period. The work period for Firefighters and Fire Captains, under the Fair Labor Standards Act's 7K exemption, is based on a cycle providing for consecutive work periods of twenty-eight (28) days each.

17.2 Work Schedule. The work schedule for Firefighters and Fire Captains is a "48/96" schedule. Each regular shift will consist of 48 consecutive hours, which will be followed by 96 hours off duty, unless recalled to work. For purposes of paid leave, other time off, or shift coverage, each 48 hour on duty period will be considered two consecutive 24 hour shifts, which may be taken off or covered individually. The work week for fire suppression personnel will continue to be 56 hours per week. The schedule change is subject to the following:

ARTICLE 18 AGREEMENT ALL INCLUSIVE

The parties hereto acknowledge that they have engaged in extended negotiations of any and all issues either party has desired to have included in this Memorandum of Understanding. The parties recognize that, in the give and take of bargaining, some items sought by the employer have not been agreed upon, and some items sought by the employee association have not been agreed upon. This agreement constitutes a compromise upon which each party agrees.

The parties agree that this Memorandum of Understanding is all-inclusive and that no other agreements, undertakings or understandings have been made outside of the specific terms of this Agreement relating to wages, hours or terms or conditions of employment of the employees covered by this Agreement. Except by mutual agreement, this Memorandum of Understanding is not subject to reopening for any purpose. All of the agreements of the parties are evidenced herein. The absence of reference to any topic shall be deemed as proof that no agreement was reached thereon, and any claim based thereon shall be null and void and of no effect. Each party has had every opportunity during the course of these negotiations to bring up any new or additional topics it desired to have considered as part of this Agreement, and, for the duration of this Agreement, no additional topics shall be added thereto, except upon specific mutual agreement of the parties evidenced in writing.



