



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF CATHEDRAL CITY**

**AND**

**CATHEDRAL CITY PROFESSIONAL FIREFIGHTERS**  
**ASSOCIATION**  
**(CCPFA)**

**RELATING TO FIREFIGHTING EMPLOYEES**  
**(January 1, 2006 - December 31, 2010)**

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MOU CCPFA  
2006-2010

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Memorandum of Understanding Between the City of Cathedral City and the Cathedral City Professional Firefighters Association, (CCPFA) Relating to Firefighting Employees. (January 1, 2006 - December 31, 2010).

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

- A. The Cathedral City Firefighters 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 Firefighters of the City of Cathedral City, except reserves, below the rank of Captain.
- B. The Cathedral City Professional Firefighters Association (hereinafter sometimes referred to as "CCPFA"), and representatives of 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 CCPFA 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").
- 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.

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

#### ARTICLE 1 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 2 STRIKES AND/OR JOB ACTIONS

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

#### ARTICLE 3 TERM

The term of this Agreement shall be from January 1, 2006, through December 31, 2010. This Agreement shall only be reopenable for the purpose to meet and confer regarding binding grievance arbitration at mid-

term of the contract. Further, this agreement shall not be reopenable for any other purpose except by mutual agreement of the parties.

#### ARTICLE 4 SALARY INCREASES

- 4.1 The City will grant employees covered by this Agreement salary increases reflected in the following schedule:
- a. 3.5% effective July 1, 2006
  - b. 3.5% effective May 1, 2007
  - c. 3.0% effective December 1, 2007
  - d. 2.0% effective July 1, 2008
  - e. 3.5% effective July 1, 2009.
  - f. 3.5% effective December 1, 2009
  - g. 3.0% effective December 1, 2010

#### ARTICLE 5 WORK PERIOD AND WORK SCHEDULE

- 5.1 Work Period. The work period for firefighters, under the Fair Labor Standards Act's 7K exemption, is based on a cycle providing for consecutive work periods of twenty-seven (27) days each.
- 5.2 Work Schedule. The work schedule for firefighters shall be a "48/96" schedule under which firefighters will work forty-eight (48) consecutive hours, followed by ninety-six (96) consecutive hours off from work. .

#### 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, ethnic or national origin, age, sex, marital status, handicap, sexual orientation, domestic partnership or political or religious opinion or affiliation, ancestry, or any other protected classification established by federal or California law."
- 6.2 Safety and Health. Each employee shall comply with the City's workplace safety policies, practices, 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 Intoxicants. Employees shall avoid consuming or using any alcohol, unlawful drugs or controlled substances at least two (2) hours prior to reporting to work and at any time during the work day including lunch or dinner breaks; and employees shall not have in their possession any alcohol, unlawful drugs or controlled substances.
- 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/she is expected to devote his/her full time in the performance of his/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/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/her ability to perform the duties, functions or responsibilities of his/her position as a City employee, nor shall he/she engage in any outside activity which will directly or indirectly contribute to the lessening of his/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/her City employment as a part of his/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/her regular City employment; or,
  - c. Involves the performance of an act in other than his/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/she is employed; or,
  - d. Involves such time demands as would render performance of his/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/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 for personal use 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 Federal, State and local law requirements, no restrictions shall be placed on the political activities of any officer or employee of the City of Cathedral City. All employees shall comply in full with the provisions of Government Code sections 3200-3209 regarding political activity.

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/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 the employee's work would be totally unaffected by the conviction.

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

6.9 Shift Trades. City and employees of CCPFA agree to comply with all requirements of FLSA section 7(p)(3) and regulation section 29 CFR section 553.31 as follows:.

1. FLSA provision: 29 USC section 207(p)(3):

(p) Special detail work for fire protection and law enforcement employees; occasional or sporadic employment; substitution (3) If an individual who is employed in any capacity by a public agency which is a State, political subdivision of a State, or an interstate governmental agency, agrees, with the approval of the public agency and solely at the option of such individual, to substitute during scheduled work hours for another individual who is employed by such agency in the same capacity, the hours such employee worked as a substitute shall be excluded by the public agency in the calculation of the hours for which the employee is entitled to overtime compensation under this section.

The US Dept of Labor regulation, 29 CFR section 553.31:

Sec. 553.31 Substitution--section 7(p) (3).

- (a) Section 7(p)(3) of the FLSA provides that two individuals employed in any occupation by the same public agency may agree, solely at their option and with the approval of the public agency, to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the Act. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.
- (b) The provisions of section 7(p)(3) apply only if employees' decisions to substitute for one another are made freely and without coercion, direct or implied. An employer may suggest that an employee substitute or "trade time" with another employee working in the same capacity during regularly scheduled hours, but each employee must be free to refuse to perform such work without sanction and without being required to explain or justify the decision. An employee's decision to substitute will be considered to have been made at his/her sole option when it has been made (i) without fear of reprisal or promise of reward by the employer, and (ii) exclusively for the employee's own convenience.

- (c) A public agency which employs individuals who substitute or "trade time" under this subsection is not required to keep a record of the hours of the substitute work.

In order to qualify under section 7(p)(3), an agreement between individuals employed by a public agency to substitute for one another at their own option must be approved by the agency. This requires that the agency be aware of the arrangement prior to the work being done, i.e., the employer must know what work is being done, by whom it is being done, and where and when it is being done. Approval is manifest when the employer is aware of the substitution and indicates approval in whatever manner is customary.

## 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 to act unilaterally and without the obligation to meet and confer, subject to impact bargaining, and expressly and exclusively retains its management rights, which include, but are not limited to:

- a. the exclusive right to determine the mission of its constituent departments, commissions, boards;
- 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 to create or abolish job classifications and to determine the content and intent of job classifications, subject to impact bargaining;
- 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.

## ARTICLE 8 COMPENSATION

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

- a. Advancement to a next higher merit increase step 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.
- b. Advancement to the next higher merit increase step shall not be automatic. Such salary increase or denial of salary increase shall require the specific recommendation, through a performance evaluation, of the employee's department head and the approval of the Human Resources Manager. When an employee is denied an increase, specific recommendations shall be provided to assist the employee to attain a satisfactory level of performance. Periodic (at least quarterly) performance evaluations, shall be provided until satisfactory performance is attained.
- c. 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/ her position.
- d. Advancement to a longevity merit step of five percent (5%) may occur after fifteen (15) years of service, effective January 1, 2007. Advancement to a longevity merit step of five percent (5%) may occur after twenty (20) years of City employment, effective January 1, 2007. 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.

8.2 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 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 increase step in the salary range.

- 8.3 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.
- 8.4 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.
- 8.5 Special Salary Adjustments. A department head may recommend in writing to raising an employee's salary step to a higher merit increase step prior to the eligibility times specified in this article so as to recognize meritorious service, advanced educational achievements or other extraordinary attributes related to the employee's public service. Such increased compensation is subject to the approval of the City Manager and the availability of budgeted funds. The employee's merit review date shall not change.
- 8.6 Overtime. The regular workweek consists of fifty-six (56) hours, fifty-three (53) at straight time and three (3) at overtime (time and one-half) rates of pay. A department head may require an employee to work beyond the employee's regular hours of employment. If the employee works in excess of fifty-six (56) hours in a work week, such employee shall either be paid the overtime rate of pay, or shall receive compensatory time off at one and one-half (1-1/2) times the hours worked, at the mutual agreement of the employee and department head. Compensatory time off must be scheduled so as not to exceed the maximum assignment by the department head. Unused compensatory time shall be compensated for all time accumulated through the last full pay period in November each year, at the employee's current rate of pay.
- 8.7 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.
- 8.8 Acting Appointments. Firefighters, who are department-certified drivers, shall be compensated five (5%) during those periods while serving working out of class as the designated Fire Engineer. The working out of class pay will not apply to those members that have not completed their probationary period..
- The City may, at its discretion, appoint an employee to service as acting Captain which is vacant due to separation, extended illness or leave without pay. To be eligible for acting pay, the employee must be qualified to perform the duties in the higher classification.
- Employees assigned to acting appointments will be placed on Step A of the salary range established for the position in which they are serving. If Step A does not provide the employee with additional compensation, the employee will be placed on a step that provides

no less than a five percent (5%) increase in compensation, but shall not exceed the maximum salary range level established for the position in which they are serving.

- 8.9 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. Accrued sick leave shall be restored to an employee if the employee is reemployed within one (1) year. Should an employee be reemployed in the formerly held position, the employee shall be placed at the same salary step as when the layoff occurred. No credit shall be received toward a step increase or seniority during the period of layoff.

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

- 8.10 Compensation During Suspension. An employee who is suspended with pay under the disciplinary procedures of Article 11 shall be paid that salary the employee was entitled to prior to the suspension. An employee who is suspended without pay under the disciplinary procedures of Article 11 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 nine (9) shifts, except that health and life insurance benefits will be maintained.

- 8.11 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.

- 8.12 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 Fire Chief 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 3, 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.

- 8.13 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.

- 8.14 Restitution. An employee may be required in a manner approved by the City Manager under the provisions of Section 7.15 to provide restitution to the City for willful, reckless, wanton or malicious destruction of City property.

- 8.15 Error in Determination of Correct Salary Rate. Should an employee be advanced to a higher step in the salary range for his/her class than that for which he/she was recommended, 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/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 subject to the approval of the City Manager. Should the employee terminate before full reimbursement to the City has been made the money required to complete reimbursement shall be deducted from his/her last paycheck, if authorized by law. However, the City shall not collect for any period earlier than an overpayment for the preceding twelve (12) months from discovery. Other salary overpayments shall be reimbursable under the procedures and guidelines set forth in this Section.
- 8.16 Paramedic Assignment Differential. Any firefighter who is fully qualified and licensed as a paramedic shall be paid an assignment differential of 11.25% of the applicable firefighter pay range to which the employee is entitled when actually assigned paramedic duties. Any engineer who is fully qualified and licensed as a paramedic shall be paid 5% of the applicable engineer pay range to which the employee is entitled when actually assigned to serve as a paramedic. Any engineer 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.
- 8.17 Haz. Mat. Team Differential. Any firefighter, firefighter paramedic or engineer 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. The City shall provided the training for current employees certified to retain their HazMat certification in lieu of direct payment to the employee.
- 8.18 D.M.V. Instructor Differential. Any firefighter, firefighter/paramedic or engineer who is certified by the California Department of Motor Vehicles to provide class A and/or B driver's license instruction and is directed to provide such instruction to other City employees shall receive a five percent (5%) stipend during the period of time he or she is assigned to provide such instruction. This incentive shall be effective on the first day of the first pay period following City Council ratification of this Agreement.

ARTICLE 9  
RECRUITMENT AND SELECTION

- 9.1 Physical Requirements. The City Manager may require that all applicants and employees be in such physical and mental condition as reasonably necessary to perform the essential duties of their job, with or without reasonable accommodation, 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/she cannot physically or mentally perform all the essential duties of the job adequately or without creating unreasonable risk of injury to himself/herself or others with or without reasonable accommodation. 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 or mentally disabled employees in such positions as are available in the City service for which they are qualified to perform the essential functions, with or without reasonable accommodation, and will not create unreasonable risk to the health and safety of themselves and others.
- 9.2 Separation. An employee in the classified service may be separated from employment with the City through retirement, mental or physical inability to perform the duties of the job, resignation, probationary failure, death, dismissal or layoff. An employee wishing 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. The resignation shall be immediately reported to the Human Resources Manager. The other forms of separation described above are explained elsewhere in these 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.

#### ARTICLE 10 PROBATION

- 10.1 Firefighting Employees. The first one (1) year or 2800 working hours, whichever is greater, after a classified service full-time employee has been appointed shall be a probationary period.
- 10.2 Probation on Promotion or Reinstatement. Except as otherwise provided, on accepting a reinstatement or an appointment to a different classification, an employee serves a new probationary period of six (6) months or 1400 working hours, whichever is greater. Promotions or 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. Individuals employed under City public employment programs, specially funded programs or contracts shall be subject to the probationary provisions of these Rules should they be appointed to a position in the classified service. A probationary employee may be released at any time at the discretion of the City.
- 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 dismissal of the employee. A probationary employee may be dismissed at any time without cause and without the right of appeal or grievance unless otherwise required by law. Notification of dismissal shall be in writing and shall be given to the probationary employee prior to the dismissal unless otherwise required by law.
- 10.6 Unsuccessful Reinstatement of Promotion Probation. If an employee's performance following reinstatement or promotion 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 dismissal of the employee under the provisions of Section 11. In cases including unsuccessful probation, the employee shall be returned to his/her prior position provided the position is vacant. If no vacancy exists in the employee's prior position, the employee will be returned to the first available vacant position for which he/she is qualified.
- 10.7 Probation Following Layoff. Employees laid off while on probation must serve a new probationary period following reemployment.
- 10.8 Voluntary Probation. By mutual written agreement between the City and the employee, approved by CCPFA in writing, a new or additional probationary period may be established for any employee. Such agreement shall not be effective without CCPFA approval.

## 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 Abolition of Position(s); Order of Layoff. When layoffs are to occur, the City Manager shall prepare a list of those positions to be abolished in each department. For each affected department, the City Manager shall assemble a list of those employees within the classification designated for a position 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.
- 11.2.1 Use of Performance Ratings. After temporary, interim and probationary employees, the next employees to be laid off within a classification shall be those with an overall performance rating of "4" or lower.  
Layoffs for those employees with an overall performance rating of "5" or above will be laid off based on seniority, with the least senior to be the first to be laid off.

In determining performance ratings, the last three performance evaluations shall be considered.

11.2.2 Performance Ratings at Least Annually. To give full effect to the provisions for lay-offs, performance evaluations shall be conducted at least annually for all employees covered.

11.3 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.

The City Manager's decision shall be final.

11.4 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 reemployment consideration for any position for which he or she is qualified. Placement on such list does not assure reemployment for any particular vacancy, but does assure eligibility for consideration. Any reinstated employee shall serve an initial probationary period as specified in Section 10.2.

## ARTICLE 12 CONDUCT AND DISCIPLINE

12.1 Standards of Conduct. It is expected that all City employees shall render the best possible service and reflect credit on the City, and therefore high standards of conduct are essential.

12.2 Improper Employee Conduct. Improper conduct may be caused for disciplinary action up to and including termination of employment. The term "improper conduct" means not only any improper action by an employee in the employee's official capacity, but also conduct by an employee not connected with the employee's official duties that affects the employee's ability to perform official duties, and any improper use of the position as an employee for personal advantage. In addition, improper conduct includes, but is not limited to, the following:

12.2.1 Violation of any Federal, State, or local law directly impacting the employee's fitness for employment.

12.2.2 Using, possessing, dealing, distributing, or being under the influence of alcoholic beverages, prescribed medication which impairs the employee's ability to perform his/her work, unprescribed medication, narcotics or unlawful drugs, or controlled substances while on duty or at work locations, or reporting to work or operating City vehicles, equipment or performing his/her duties under the influence of alcohol or any unlawful or unprescribed drug or controlled substance.

12.2.3 Unauthorized sleeping while on duty.

12.2.4 Disorderly conduct: fighting, threatening, attempting to inflict bodily injury on another; engaging in dangerous horseplay.

- 12.2.5 Failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from an authorized supervisor or City management official.
- 12.2.6 Inefficiency, incompetence, carelessness, or negligence in performance of duties.
- 12.2.7 Sexual harassment or other unlawful harassment of another employee.
- 12.2.8 Chronic or excessive absenteeism or inconsistent attendance.
- 12.2.9 Rude or discourteous treatment of other employees or the public.
- 12.2.10 Dishonesty.
- 12.2.11 Political activity in violation of the law.
- 12.2.12 Gambling or promotion of gambling on City premises or while on duty.
- 12.2.13 Endangering the safety or causing injury to any employee including himself/herself or the public.
- 12.2.14 Unauthorized disclosure of confidential information as defined by law or by written directive of the City or respective department.
- 12.2.15 Using the position for financial gain; using the position to solicit work for private business or personal acquaintance or solicitation of work for private business or personal acquaintance while on duty or in uniform.
- 12.2.16 Failure to perform duties; insubordination.
- 12.2.17 Inattention to duty, tardiness, carelessness or negligence in the care and handling of City property.
- 12.2.18 Loss or misuse of City funds.
- 12.2.19 Covering up or attempting to conceal defective work, removing or destroying same without permission.
- 12.2.20 Improper or unauthorized use of City vehicles or equipment or misappropriation of supplies.
- 12.2.21 Damage to public property or waste of public supplies through misconduct or negligence.
- 12.2.22 Misuse of sick leave, including using sick leave under false pretenses.
- 12.2.23 Furnishing false information to secure appointment, or falsification of time cards or other records and reports.
- 12.2.24 Absence from duty without authorized leave, failure to report after leave of absence has expired or after such leave of absence has been disapproved, revoked, or canceled.
- 12.2.25 Violation of the provisions of these rules and regulations, departmental rules and policies, or any written policies that may be prescribed by the City.
- 12.2.26 Acceptance by an employee of any bribe, gratuity, kickback, or other item of value when such is given by or on behalf of a donor with a motivation of receiving preferential treatment.
- 12.2.27 Outside work that creates a conflict of interest with City work, or detracts from the efficiency of the employee in the effective performance of City functions.
- 12.2.28 Failure to obtain or maintain necessary qualification, certificate, or license, which is required as a condition of employment.
- 12.2.29 Possession of an unsafe driving record for those employees required to operate City vehicles.
- 12.2.30 Conduct which discredits the City or City personnel.
- 12.2.31 Or other just cause.
  
- 12.3 Disciplinary Action. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct

for violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees.

- 12.3.1 Discipline may be initiated for various reasons, including, but not limited to, violations of City work rules, insubordination or poor job performance. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.
- 12.3.1.1 The normal progressive discipline procedure consists of:
  - 12.3.1.1.1 Verbal Counseling: An opportunity to communicate in a non-disciplinary fashion that a problem is perceived and that the supervisor is available to help solve it. (Not appealable)
  - 12.3.1.1.2 Verbal Reprimand: To communicate to the employee that a repeat action may result in more serious disciplinary action. (Not appealable)
  - 12.3.1.1.3 Written Reprimand: A written communication to the employee that the same or related offense has been committed. A copy of this warning is given to the employee and one copy is filed in the employee's personnel file. Employee may submit a written response within ten (10) working days, thirty (30) calendar days for those employees covered by the Public Safety Officers Procedural Bill of Rights. The employee's response will be attached to the written reprimand. (Not appealable)
  - 12.3.1.1.4 Suspension: Temporary removal of an employee from his/her duties without pay for cause. Employees may be suspended on the spot by their immediate supervisor when there is a clear threat to the safety of other employees or the public. (Managers must notify the Human Resources Manager when instituting an on-the-spot suspension as soon as it is practical.)
  - 12.3.1.1.5 Demotion: This step involves either the reduction in pay step or reduction in class.
  - 12.3.1.1.6 Dismissal: The final step in the disciplinary process.
- 12.3.2 Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The City reserves the right to deviate from this policy when it feels that circumstances are so severe that such a deviation is warranted. The City Manager or designee is vested with the authority to determine the appropriate course of action.
- 12.3.3 Further steps in the discipline process involving suspension, demotion or dismissal should not be taken without consulting the department head and the Human Resources Manager.
- 12.3.4 Those employees covered by the Peace Officers Bill of Rights will be treated accordingly.
- 12.3.5 Suspension, Demotion, Dismissal. Subject to the Hearings and Appeals Procedures specified in Section 11.4.2, the City may:
  - 12.3.5.1 Impose a suspension without pay upon an employee when, in his/her judgment, such action will best serve the interests of the City. Such suspension shall, however, not exceed a period of thirty (30) working days except that if the suspension is imposed because of an employee's trial by a court of law, the suspension may extend to such time as that court has rendered its decision.
  - 12.3.5.1.1 Brief Suspension Without Pay. When, in the opinion of the department head, circumstances warrant, a suspension of thirty-six (36) working hours or less may be imposed informally, without complying with the formal procedures commonly referred to as "Skelly Procedures." Prior to the imposition of such discipline, the department head shall explain appropriate department standards and policies, employee performance expected in the future, and consequences for failure to correct performance or behavior. A written record of the discipline, including a full, accurate and factual statement of the reason therefore, shall be sent to the Human Resources Manager to be placed in the employee's personnel folder. Within ten (10) calendar days after the date the discipline is imposed, the employee may respond in writing and have such response placed in the employee's personnel folder. The

employee may appeal the suspension to the City Manager or designee within five (5) working days of the notice of suspension. The City Manager will render a decision within thirty (30) calendar days and said decision shall be final.

12.3.5.1.2 Longer Suspension Without Pay. When the employee's conduct has been continuous or repeated, and lesser penalties are inadequate or have proved ineffective, the department head may impose suspension without pay in excess of thirty-six (36) hours. Such longer term suspension shall occur only after the notice procedures specified in Section 12.3.5.1.1 and shall be subject to appeal in accordance with Section 12.4.2.

12.3.5.2 Demote a regular employee to a position in a lower class with an appropriate reduction in pay or a reduction in pay step, for reasons including, but not limited to, unsatisfactory performance.

12.3.5.3 Dismiss for cause any regular employee.

12.3.5.4 Only discipline involving suspension, demotion, or dismissal is subject to an appeal (except those employees covered by the Public Safety Officers Procedural Bill of Rights).

12.4 Hearings, Appeals and Grievances.

12.4.1 Pre-Discipline Meeting Procedures.

12.4.1.1 Prior to undertaking any of the personnel actions set forth in Section 15, the department head, or designee shall first provide the employee with a written specification of reasons for the proposed action and all documents relied on to support the action being taken. The statement shall either be delivered personally to the employee or sent by Certified Mail, Return Receipt Requested, and shall notify the employee of his/her right to request a meeting with the department head. The employee may, accordingly, request a meeting to determine if there is cause for the proposed personnel action. A request for a meeting must be in writing and must be delivered to the department head on or before five (5) working days after the employee's receipt of notice of intended action.

12.4.1.2 Upon receipt of the Request for Meeting, the department head shall notify the employee of the time and place for a meeting to be held not later than ten (10) working days after receipt of the request therefore. The employee shall be entitled to be present at such meeting together with an attorney and/or designated representative. The meeting is to be conducted by the department head or designee and shall provide the employee with the opportunity to refute, explain, or otherwise address the proposed statement of charges. All decisions of the department head or designee shall be rendered within ten (10) working days after conclusion of the meeting, and shall be final unless timely appealed by the employee as provided in the section entitled, "Appeals Procedures."

12.4.2 Appeals Procedures.

12.4.2.1 Any regular employee subjected to any disciplinary action set forth herein (suspension, demotion, or dismissal) may appeal any decision of the department head or designee by filing a written Notice of Appeal with the City Manager or designee within five (5) working days after his/her receipt of the decision. The employee's appeal shall be heard by an impartial hearing officer selected in a manner mutually agreeable to the City Manager and the employee; if no agreement is reached the hearing officer shall be selected from a list of advisory arbitrators from the California State Mediation Conciliation Service or from a list agreed to between the City Manager and the employee. The hearing officer shall be selected from such a list of an odd number of names by alternate striking until only one name appears.

12.4.2.2 The employee may be represented by his/her Association/Union representative, any other regular employee of the City, or his/her attorney.

- 12.4.2.3 The Hearing Officer shall issue subpoenas to compel the attendance of witnesses, if such be necessary at the request of either party.
- 12.4.2.4 The hearing shall be recorded by a certified shorthand reporter. Expenses for such recording services shall be borne equally by the City and the employees, provided, however, that each party shall be responsible for any specialized or extraordinary services they might individually request.
- 12.4.2.5 The expenses for the hearing officer shall be borne equally by the City and employee, and each party shall be responsible for expenses they incur.
- 12.4.2.6 After the close of the hearing the Hearing Officer shall prepare written findings of fact and conclusions of law based on the evidence presented at the hearing, and shall present his/her findings to the City Manager and the employee within thirty (30) calendar days. In rendering a recommendation, the Hearing Officer shall be limited to the express terms of this document and shall not have the power to modify, amend, or delete any terms or provisions of this document. Failure of either party to insist upon compliance with any provision of this document at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.
- 12.4.2.7 At the hearing, both the appealing employee and the City shall have the right to be heard and to present evidence.
- 12.4.2.8 Oral evidence shall be taken only on oath or affirmation.
- 12.4.2.9 Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issue even though the matter was not covered in the direct examination, to impeach any witness regardless of which party first called him/her to testify, and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.
- 12.4.2.10 The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
- 12.4.2.11 The City Manager or designee may, if he/she deems appropriate, review the Hearing Officer's recommendation but shall not be bound thereby. If the City Manager makes a decision not to follow the Hearing Officer's recommendation, the City Manager shall notify the employee in writing of that decision, and the employee shall have the right to schedule a meeting with the City Manager to persuade the City Manager to follow the Hearing Officer's recommendations. The employee must submit a written request to meet with the City Manager within five (5) working days of receipt of the Hearing Officer's recommendation. The City Manager shall render a decision in writing within ten (10) working days of the meeting or ten (10) working days of the opportunity to meet. The City Manager's decision shall be final and binding, subject only to review by the courts under the procedures set forth in Code of Civil Procedure Section 1094.5 (writ of mandate), subject to the 90 day limit for filing such petitions pursuant to section 1094.6 of Civil Code.

## ARTICLE 13

## ATTENDANCE AND LEAVES

- 13.1 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/her designee in the form and on the dates they shall specify.
- 13.2 Hours of Work. Daily hours of work (or shifts) for employees within the department shall be assigned by the department head as required to meet the operational requirements of said department. Any foreseeable absence or deviation from regularly scheduled working hours desired by an employee shall be cleared in advance through the department head, and such absences shall be noted on the employee's time sheet.
- 13.3 Leave of Absence. The City Manager, with the concurrence of the affected department head, may grant a regular employee a leave of absence for a period not to exceed one year. No such leave shall be granted except upon written request of the employee setting forth the reason for the request. Approval shall be in writing.
- Upon expiration of an approved leave, the employee shall be reinstated in the position held at the time leave was granted, subject to the conditions of the leave or as provided by State and/or Federal laws. Failure on the part of an employee on leave to report promptly at its expiration shall be cause for dismissal. The depositing in the U.S. mail of a certified letter, addressed to the employee's last known place of address shall be reasonable notice of dismissal for failure to return to work. Any employee dismissed under these provisions may apply for reinstatement within the time specified and under the procedure specified in Section 11.4.
- Such a leave shall generally be without pay, provided that the City Manager shall have discretion to grant pay for the first 15 consecutive work days. Any employee on an approved leave of absence shall receive 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 merit review date shall be set forward in time one month for each thirty (30) consecutive calendar days taken. The employee shall retain accumulated vacation credits, sick leave credits, and other similar credits; however, such credits or seniority shall not accrue to a person granted such leave during the period of absence. When an employee is granted a leave of absence without pay, the City shall discontinue payment of medical, health, and other similar insurance premiums for the employee and dependents. 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.
- 13.4 Military Duty. Military leave of absence shall be granted in accordance with the provisions of 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.

13.5 Vacation Leave. Fire Department Vacation Policy has been developed and agreed to by CCPFMA, CCPFA and Fire Department Administration as part of the Fire Department Policy Manual and is attached for reference.

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

	Hrs/Pay Period	Hrs/Yr.
Less than 2 years employment	5.54	144
2 years to 6 years	6.92	180
6 to 10 years	8.31	216
10 years or more	9.69	252

13.5.2 Vacation Accumulation. Employees are encouraged to use their accrued vacation time annually. Earned vacation credits shall be accumulated. Employees may, however, carry over unused vacation credits to succeeding calendar years. Except upon written approval by the City Manager, accumulated vacation credits shall not exceed the employee's two (2) year maximum rate of accrual. Accumulated vacation time which exceeds the two 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 all of the employee's accrued, but unused vacation time; provided, however, that a minimum of at least once per calendar year, fifty-six (56) hours of vacation time is taken off in a block which guarantees a minimum of one work week off. Such time may be used in conjunction with holidays.

For the purpose of this Section one day of vacation equals twenty-four (24) hours.

13.5.3 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 Human Resources Manager.

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

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

13.5.6 Additional Vacation Days. In addition to the annual vacation sign-up procedure, any employee covered by this Agreement may request at any time, upon 72 hours' notice, additional days off for vacation leave. Employees may request days which are otherwise available and shall be responsible for obtaining a qualified replacement based on current department policy.

13.6 Holidays. The following holidays are observed by the City:

- 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. September 9 (Admission Day)
- h. November 11 (Veterans Day)
- I. Fourth Thursday in November (Thanksgiving Day)
- j. Friday following Thanksgiving Day
- k. December 25 (Christmas Day)
- l. In addition, employees shall be credited with 1 floating holiday ordinarily the employee's birthday. The floating holiday may be taken on the employee's birthday with consent of the department head or anytime thereafter within six (6) months.
- m. Any day declared to be a holiday by proclamation of the Mayor.

13.6.1 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.

13.6.2 Holidays - Extra Pay - Generally. In lieu of taking the holidays listed in Section 12.8 above, all employees shall receive an additional twelve (12) hours pay at straight time rates during the pay period in which the holiday occurs.

13.7 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.

13.8 Bereavement Leave. Bereavement leave with pay, not to exceed seventy-two (72) consecutive hours per calendar year shall be granted. Leave shall be based on demonstrated need and shall be limited to death within the immediate family. All hours for additional bereavement shall be deducted from sick leave, if any. Subsequent business related issues shall be deducted from vacation or time off without pay. The immediate family is defined as the employee's mother, father, brother, sister, spouse, children, grandparents, and legal guardians, or any in-law bearing one of those relationships to the employee's spouse.

13.9 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 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 take up to six (6) weeks of maternity leave to be charged against accumulated sick leave and/or vacation leave; if inadequate accrued sick leave or vacation leave hours are available, any excess

leave shall be without pay. 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, if available. 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 the employee to 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, voluntary or involuntary. 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, or when a leave is imposed upon her, 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.

13.10

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.

All regular full-time employees shall be credited with 5.54 hours per pay period or major fraction thereof. 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 the purpose of this Section one day of sick leave equals twelve (12) hours.

13.11

Sick Leave: Limit on Accrual; 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 1440 hours unused sick leave; further accumulation shall not be

allowed. However, to encourage attendance at work and discourage the frivolous use of excess sick leave, employees with continuous employment of five (5) years or more shall receive a payment in cash of 25% of unused sick leave when they resign or retire.

Employees with continuous employment over nine (9) years shall receive in cash 50% of the unused sick leave when they resign or retire. This compensation in cash shall be at straight time rate.

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

13.12 Sick Leave Conversion. Employees with at least three (3) years of employment with the City may at their option convert accrued sick leave in excess of one hundred eighty (180) hours (one hundred twenty (120) hours for employees assigned to a 40 hour work week) to be vacation days in accordance with the following schedule:

Employees with more than three (3) years but less than seven (7) years of employment with the City	Four (4) days of sick leave to one (1) day of vacation
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Employees with more than seven (7) years of employment with the City	Two (2) days of sick leave to one (1) day of vacation
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13.13 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.

13.14 Family Illness Leave. If an employee requests leave 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, children, grandparents, in-laws and legal guardians. Family illness shall be subject to Labor Code Section 233.

13.15 Unauthorized Leave. Any employee who is absent from work without approved leave shall be subject to discipline, or may be deemed to have automatically resigned if the absence is for two (2) or more consecutive scheduled work shifts (Section 13.2).

13.16 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:

13.16.1 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.

13.16.2 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.

13.16.3 Leave Donation Eligibility Procedures.

- 13.16.3.1 The employee seeking leave donation must have exhausted all available leave, sick leave, vacation leave and compensatory leave.
- 13.16.3.2 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.
- 13.16.4 Leave Donation Procedure.
- 13.16.4.1 The donation of leave is voluntary and is irrevocable once donated.
- 13.16.4.2 Employees wishing to donate leave will submit to the Personnel Department an authorization for transfer of leave form.
- 13.16.4.3 Employees may donate accrued sick leave in excess of 144 hours with a maximum donation of twelve (12) hours of sick leave.
- 13.16.4.4 Employee may donate a maximum of 24 hours of vacation leave.
- 13.16.4.5 The donated leave will be put in to 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.
- 13.16.4.6 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 twelve (12) hours of sick leave and twenty-four (24) hours vacation leave per donee.
- 13.16.4.7 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.
- 13.16.4.8 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.
- 13.16.4.9 All donations will be maintained as confidential information.

#### ARTICLE 14 GRIEVANCE PROCEDURES

- 14.1 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. Any such complaint may be reviewed in accordance with this Article.
- 14.2 Informal Grievance Procedure. The employee shall initiate the grievance process by an informal meeting and discussion with his or her supervisor. 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.
- 14.3 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 giving rise to the grievance. The department head shall meet with the employee and/or the employee's designated representative within five 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 working days after meeting with the employee.

- 14.4 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 within ten (10) working day with the City Manager and the employee and/or the employee's representative to discuss the grievance. Within seven 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.
- 14.5 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. Failure to act within any time limit set forth in the grievance procedure shall result in the grievance being advanced to the next step in the process.

#### ARTICLE 15 EMPLOYEE REPORTS AND RECORDS

- 15.1 Personnel File. The Human Resources Manager shall maintain 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.
- 15.2 Disclosure of Information. No information shall be disclosed from the personnel file of an employee other than the employee's job title, work location, work phone number, salary verification (with written employee authorization only) and departmental assignment, to any person other than the City Manager, City Attorney or their designated representatives. An employee may request or authorize the disclosure of other information from his or her file by written authorization. Nothing herein shall preclude the use of any information in an employee's personnel file in any phase of a disciplinary or probationary action. The City shall not be prevented from releasing other information under subpoena nor under the Public Records Act when a proper request therefore is submitted, if the City Attorney advises that the requested information must be released.

#### ARTICLE 16 EDUCATIONAL INCENTIVE

- 16.1 The City shall adopt procedures under which an employee shall qualify for educational assistance in an amount not to exceed \$500 in any one (1) fiscal year; reimbursement shall be based upon the City reimbursing to the employee 50% of reasonably incurred costs of education, including tuition, fees, and books. However, for any employee pursuing an AA or BA degree in fire science, reimbursement shall be at the rate of 80% up to a maximum of \$800 in any one (1) fiscal year. The procedures to be adopted shall not require advance approval by the City of any specific undergraduate course. Education covered by this provision must be in a licensed public or private school or college, or a recognized training program leading to job or professional certification (except for paramedic recertification), and shall include both academic and professional certification programs. Reimbursement

shall be made only for pursuit of one (1) degree. Post-graduate programs (Masters degree programs or higher) are not covered without a determination that the program has some reasonable relationship to the job performed by the employee, or to preparation for a promotional opportunity within the City's employment. No reimbursement shall be made for education beyond a Master's degree. 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 Assistant City Manager approval.

- 16.2 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.
- 16.3 Employees who currently hold a Firefighter II Certificate regardless of length of employment with the City, and/or a Fire Officer Certificate with 5 years of employment with the City from the State of California and have already earned a Step Increase on the City's salary schedule will be moved back one step for each Certificate held to a maximum of up to 10% and provided with a Certificate Pay differential for each Certificate held equal to five percent (5%) of base salary. Any unit member receiving a Firefighter II or Fire Officer Certificate from the State of California in the future will be provided with a Certificate Pay differential for each Certificate held equal to five percent (5%) of base salary.
- Unit members who possess a California Community College Associate Degree, an equivalent AS/AA degree or a Bachelors Degree (BA/BS) from an accredited post-secondary institution whereas the degree is appropriate to the Fire Service and/or Public Administration and have completed at least two (2) of the courses required for a Company Officer certification and have served at least two (2) years of City employment shall be compensated five percent (5%) of base salary.

#### ARTICLE 17 FRINGE BENEFITS

- 17.1 Enrollment in Group Insurance Plans. Effective, January 1, 2007, 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.
- 17.2. Public Employees Retirement System. Subject to agreement by CCPFMA and CCPOA, effective July 1, 2008, the Public Employees Retirement System (PERS) contract shall be amended to provide the 3% @ 55 retirement benefit for all unit members, immediately upon employment, as members of CCPFA. All full-time firefighting employees of the City are automatically covered by the City's contract with the Public Employees Retirement System. Membership shall commence immediately upon employment

- 17.2.1 Employee Paid Member Contributions (EPMC). The following provisions are applicable to City employees as Members of the Cathedral City Professional Firefighters Association:
- i. 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.
- 17.3 Uniform and Equipment Allowances. Effective January 1, 2007, employees covered by this agreement shall receive one hundred and twenty dollars (\$120) per month to be paid in two installments of \$720 each in May and November.  
If the department requires an additional uniform, i.e. a dress uniform, the department will provide the initial issue.  
Newly hired Firefighters will be provided the initial issue of uniforms by the department and the employee will not be eligible to be paid uniform allowance of \$100 per month until twelve (12) months have been served. The amount of time between the end of the twelve month period and May or November will be calculated on a pro-rated basis.  
A black leather station-wear safety boot will be provided in the future as required safety equipment by the department.
- 17.4 Deferred Compensation. All employees covered by this Agreement shall be eligible to participate in the City's deferred compensation program, upon request. Effective March 3, 2002, the City will match up to \$25.70 per pay period or \$668.00 per year for an equal contribution by the employee. Effective June 1, 2010, the City will match up to \$46.16 per pay period or \$1,200 per year for an equal contribution.
- 17.5 Christmas Savings Club. The City will establish a Christmas savings club at a local bank or credit union in which employees may have funds deducted from their paycheck and deposited into the Christmas club account. This account will be established where employees may have access to the funds only during the month of December.
- 17.6 Short Term and Long Term Disability. 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).
- 17.7 Training. Training required for the EMT-1A certification will be provided when personnel are on duty.
- 17.8 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.
- 17.9 PERS 1959 Plan Survivor Benefits. Under the City's PERS contract for Fire Department employees, PERS1959 Plan survivor benefits are provided at level 4.
- 17.10 Wellness Benefit – 4% The City shall provide a physical fitness program for all employees covered by this Agreement. The physical fitness program will begin in spring 2008 and will consist of a yearly health screening and an approved physical fitness evaluation. Employees

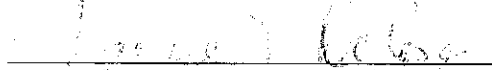
covered by this Agreement who meet the physical standards and are approved by the City in the fitness evaluation will receive a four (4%) salary differential above base pay, effective 07/01/09. The salary differential will begin on the first day of the pay period following submission of a qualifying 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 the procedures developed and in place with the Cathedral City Police and Fire Management Association.

ARTICLE 18  
AGREEMENT ALL INCLUSIVE

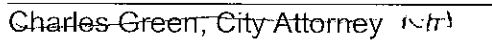
The parties hereto acknowledge that they have engaged in extended negotiations of any and all issues either party has desired to have included in this MOU. The parties recognize that, in the give and take of bargaining, some items sought by the employer have not been agreed upon, and some items sought by the employee association have not been agreed upon. This Agreement constitutes a compromise upon which each party agrees. The parties agree that this MOU 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 MOU is not subject to reopening for any purpose. All of the agreements of the parties are evidenced herein. The absence of reference to any topic shall be deemed as proof that no agreement was reached thereon, and any claim based thereon shall be null and void and of no effect. Each party has had every opportunity during the course of these negotiations to bring up any new or additional topics it desired to have considered as part of this Agreement, and, for the duration of this Agreement, no additional topics shall be added thereto, except upon specific mutual agreement of the parties evidenced in writing.

Pursuant to Government Code Section 3505.1, this MOU has been jointly prepared by the representatives of the City of Cathedral City and of CCPFA who agree that it shall be presented to the City Council of the City of Cathedral City for its consideration. We recognize that this MOU is not binding unless and until it has been approved by the City Council of the City of Cathedral City.

APPROVED BY THE CITY COUNCIL

  
Kathleen J. DeRosa, Mayor

APPROVED AS TO FORM:

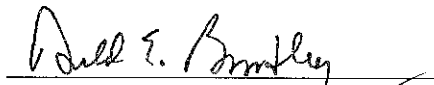
  
Charles Green, City Attorney

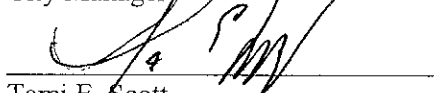
Executed this 25<sup>th</sup> day of October, 2006.

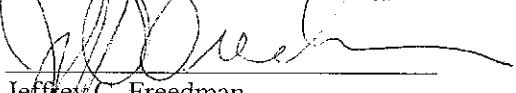
ATTEST:

  
Pat Hammers, City Clerk

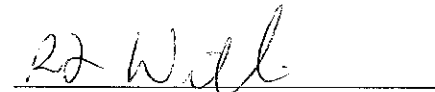
CITY OF CATHEDRAL CITY

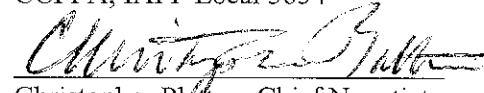
  
Donald Bradley,  
City Manager


  
Tami E. Scott,  
Administrative Services Director

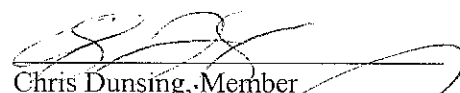
  
Jeffrey C. Freedman,  
City Counsel


CATHEDRAL CITY PROFESSIONAL  
FIREFIGHTERS' ASSOCIATION,  
IAFF LOCAL 3654

  
Robert Williams, President  
CCPFA, IAFF Local 3654

  
Christopher Platten, Chief Negotiator  
CCPFA, IAFF Local 3654

  
Scott Keeran, Member  
CCPFA, IAFF Local 3654

  
Chris Dunsing, Member  
CCPFA, IAFF Local 3654

  
John Weaver, Member  
CCPFA, IAFF Local 3654

## VACATION

### I. PURPOSE:

- A. To establish guidelines for administering a standardized vacation leave policy.

### II. POLICY

- A. It is the policy of this department that a minimum of three (3) personnel may be on vacation per shift. One (1) Captain, one (1) Engineer and one (1) Firefighter or Firefighter/Paramedic.
- B. If additional personnel wish to take vacation time and that rank has already been scheduled off, that person may do so as long as they are able to find their own relief.
- C. Personnel using vacation leave must have sufficient hours in their banks to cover their leave.
- D. If any member wishes to cancel or reschedule his or her vacation leave, that member must submit their intentions in writing to the Operations Chief. However, they may not cancel or rescheduled their leave after overtime shifts have been assigned.
- E. All requests for annual scheduled vacations must be made on the proper form (Request for Time) and submitted to the Operations Chief no later than 20<sup>th</sup> day of the previous month.
- F. Vacation selection forms shall be distributed at the beginning of October for the following year. Completed forms must be returned to the Operations Chief no later than November 30th for approval.
- G. Vacation selections shall be based on department seniority (effective hiring date). If the hiring date of two employees is the same, rank shall be used (Captain, Engineer, Firefighter or Firefighter/Paramedic) to determine seniority. If the hiring date and rank are the same, placement on the hiring eligibility list shall be used.
- H. If any member has a scheduled vacation and is moved to another shift by the administration for staffing purposes, his or her vacation leave will be honored within the same time frame regardless if another member on their new shift has already been scheduled.
- I. Additional vacation selections made throughout the year shall be requested to the Station 412 Captain no later than 1900 hours prior to the shift requested off.

### III. OBJECTIVE

- A. To provide a fair and equitable opportunity for all members to use their earned vacation

