



Cathedral City

City of Cathedral City

**MEMORANDUM OF
UNDERSTANDING**

**CATHEDRAL CITY FIRE
MANAGEMENT ASSOCIATION
(CCFMA)**

January 1, 2023 – December 31, 2025

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

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

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

All full-time sworn employees of the Cathedral City Fire Department of the rank of Fire Captain and above, except the Fire Chief.
- B. Representatives of the Cathedral City Fire Management Association (hereinafter sometimes referred to as "CCFMA") and the City of Cathedral City (hereinafter sometimes referred to as the "City") have met and conferred in good faith on wages, hours, and other terms and conditions of employment for the employees represented by CCFMA in the bargaining unit listed above and have reached agreements which are set forth in this Memorandum of Understanding (hereinafter sometimes referred to as the "MOU" or "Agreement"). The parties have fully discharged their obligations to each other pursuant to the Meyers-Milias-Brown Act ("MMBA," Gov. Code § 3500 *et seq.*) for all matters within the scope of representation for the term of this MOU.
- C. This Memorandum of Understanding is established in accordance with the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.), effective only upon ratification by the City Council of the City of Cathedral City and by majority vote of the bargaining unit of employees represented by CCFMA.

Subject to the foregoing limitations, CCFMA and the 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: MAINTENANCE OF MEMBERSHIP; CONTRACT BAR; PETITIONS FOR DECERTIFICATION

The Association will maintain records of employee authorizations for dues deductions, and shall provide the City with information regarding the amount of dues deductions and the list of Association members who have authorized dues deductions. To the extent required by the Government Code, the City shall rely on the information provided by the CCFMA and deduct those authorized.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period. In the case of an employee who is in a non-pay status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Association dues.

CCFMA agrees to enforce this provision and to indemnify and hold harmless the City, its officers and employees, from all liabilities and/or damages of any nature arising from the application of this section.

ARTICLE 3: STRIKES AND/OR JOB ACTIONS

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

ARTICLE 4: SUCCESSOR NEGOTIATIONS

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

ARTICLE 5: TERM

The term of this Agreement shall be from January 1, 2023 through December 31, 2025. This Agreement shall not be re-openable for any purpose except by mutual agreement of the parties.

ARTICLE 6: GENERAL PROVISIONS

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

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

6.2.1 Intoxicating Substances. Employees should avoid using intoxicating substances at least six (6) hours prior to reporting to the scheduled work shift and at any time during the work day, including lunch or dinner breaks, except when necessary to conduct an approved investigation. Employees shall not have in their possession any intoxicating substances while on duty, unless the possession of such substances is in the course of their duties. No employee shall be on duty while impaired for the performance of duty or under the influence of alcohol, any unlawful drug or any controlled substances, or otherwise be in violation of the department's drug and alcohol policy.

6.2.2 Safety Equipment. Any safety equipment required by the City or by OSHA regulations shall be provided and replaced by the City.

6.3 Employee Activities. During the employee's work day, employee is expected to devote their full-time in the performance of their assigned duties as a City employee. No employee shall engage in any outside employment, enterprise, or remunerated activity without the prior approval of their department head or appointing power. At no time shall any such outside employment or activity be conducted on City time. No employee shall engage in any employment, outside activity or enterprise which is inconsistent, incompatible, in conflict with, or interferes with their ability to perform the duties, functions or responsibilities of their position as a City employee, nor shall employee engage in any outside activity which will directly or indirectly contribute to the lessening of their 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 their City employment as a part of their 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 their regular City employment; or,
- c) Involves the performance of an act in other than their 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 employee is employed; or,
- d) Involves such time demands as would render performance of their 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 their official capacity at the time of the transaction.

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

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

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

6.7 Criminal Conviction – Ineligibility for Employment. The parties agree that the City Manager has hiring and firing discretion with respect to individuals convicted of a felony, or of a misdemeanor involving moral turpitude, subject to an employee’s rights outlined in the disciplinary appeals process and the FBOR.

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

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

6.9 Organized Mess. All members assigned to a fire station shall participate in an organized mess for the consumption of meals while on duty. Participation shall be at a charge equal to the value of the meal irrespective of whether the employee chooses to eat the meal. Members may be exempted for medical, religious or weight reduction reasons. Otherwise, participation is mandatory.

The City shall not be responsible financially or otherwise for the cost, preparation thereof or the collection of any funds of an organized mess. The City shall not be responsible for maintaining any records or providing administration regarding this MOU provision.

6.10 Shift Trades. City and employees of CCFMA agree to unlimited shift trades for employees, when approved by the fire chief, effective upon ratification. In addition, City and employees of CCFMA 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 employee had worked their 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 their 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.

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 Fire Chief. 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, and expressly and exclusively retains its management rights and to exercise its management rights without the obligation to meet and confer over the decision to exercise any retained management rights, which include, but not be limited to:

- a. the exclusive right to determine the mission of its constituent departments, commissions, and boards;
- b. set standards and levels of service;
- c. determine the procedures and standards of selection for employment and promotions;
- d. direct its employees;
- e. establish and enforce dress and grooming standards;
- f. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- g. maintain the efficiency of governmental operations;
- h. determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- i. determine the content and intent of job classifications;
- j. determine methods of financing;
- k. determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- l. determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- m. determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
- n. assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- o. establish and modify productivity and performance programs and standards;
- p. discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- q. establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and
- r. exercise complete control and discretion over its organization and the technology of performing its work.

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

ARTICLE 8: COMPENSATION

8.1 Salary Increases. The City and CCFMA agree to the following schedule of salary increases to be effective with the start of the pay period following the designated dates:

- A. 3.0% effective after ratification (retroactive to May 28, 2023)
- B. 3.0% effective January 1, 2024
- C. 3.0% effective January 1, 2025

Your new collective agreement salary increase for year one will apply retroactively to May 28, 2023. All other benefits will commence the following pay-period after ratification of the MOU, and/or as specified.

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

- a) Advancement to a next higher merit increase step may be made after a twelve (12) month interval from the hire date or from the effective date of the employee's last increase, and for continued satisfactory service. A merit increase based on educational or chief officer certification shall not change the otherwise effective merit review date.
- b) At the time of each employee's next merit review, as extended, advancement to a next higher merit increase step may be made. Thereafter, advance to a next higher merit step increase may be made after a twelve (12) month interval from the hire date or the date of the last merit increase, whichever is most recent, for continued satisfactory service.
- c) Except for the extension of the merit review date as specified in subparagraph a, advancement to the next higher merit increase step shall not be automatic. Such salary increase or denial of salary increase shall require the specific recommendation, through a performance evaluation, of the employee's department head and the approval of the Personnel Director. When an employee is denied an increase, employee may be reconsidered for such advancement at any subsequent time with a satisfactory performance evaluation.
- d) Except for the extension of the merit review date as specified in subparagraph a, advancement to merit steps 6 and above may occur after two (2) years satisfactory service in the next preceding step in the respective salary range. Any such advancement shall be granted only as a result of a written evaluation of continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of their position.
- e) For employees hired prior to January 7, 2015 only, a 7.5% longevity pay adjustment shall occur after fifteen (15) years of City employment; an additional 5% longevity pay adjustment shall occur after twenty (20) years; and an additional 2.5% longevity pay adjustment shall occur after twenty-five (25) years of City employment. Employees hired on or after January 7, 2015 are not eligible.

8.3 Salary on Promotion. Any employee who is promoted to an open position in a class with a higher salary range shall be placed on Step A in the new higher range or placed at the step which provides at least a minimum 5% salary increase for the employee, not to exceed the highest merit/longevity

increase step of the new range. The employee's merit review date shall change to the effective date of the promotion for consideration in subsequent years.

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

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

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

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

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

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

- 8.8 Special Salary Adjustments.** A department head may recommend in writing, to raise an employee's salary step to a higher merit/longevity increase step prior to the eligibility times specified in this article so as to recognize meritorious service, advanced educational achievements

or other extraordinary attributes related to the employee's public service. Such increased compensation is subject to the approval of the City Manager and the availability of budgeted funds. The employee's merit review date shall change to the effective date of the special increase.

- 8.9 Overtime.** A department head may require an employee to work beyond the employee's regular hours of employment. Any overtime hours worked by Fire Captains, Fire Battalion Chiefs and Division Chiefs will be paid for at the usual time and one-half rate.

As a 24-hour shift employee, a regular schedule includes eight (8) 24-hour shifts during a 24-day work cycle for a total of 192 hours. Of the 192 hours, 10 hours shall be paid at the overtime rate of pay. All hours are to be considered "hours worked" with the exception of sick leave, banked holiday hours and floating holiday hours, for the purpose of calculating overtime rate of pay, for hours in excess of a regular schedule.

- 8.10 Payment of Overtime.** All overtime hours worked during the standard 14-day pay period shall be paid at straight time on the regular biweekly pay schedule. Upon completion of the 24-day work cycle, the balance of payment for overtime worked during that cycle shall be paid as "true-up" subject to sick leave provisions defined in Article 8.9.

- 8.11 Other Compensatory Time Off.** The City Manager may grant compensatory time off to any City employee in unique situations where actions of the employee, over and above the call of duty, clearly merit such consideration.

- 8.12 Call Out Pay.** For Fire Battalion and Division Chiefs only, the City shall pay for any call out during any weekend or after hours call out if the employee had been released from work on a normal business day.

- 8.13 Compensation for Layoff.** An employee who is terminated from the classified service of the City as a result of a layoff shall be paid for accrued vacation and accrued overtime. Payment shall also be made under the provisions of Section 12.11, if a laid off employee has three (3) or more years of employment with the City. Accrued sick leave shall be restored to an employee if the employee is re-employed within one (1) year. Should an employee be re-employed in the formerly held position, the employee shall be placed at the same salary step as when the layoff occurred. No credit shall be received toward a step increase or seniority during the period of layoff.

For those members of the Association who are laid off, the City shall provide severance pay in an amount equal to three (3) months' base salary.

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

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

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

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

8.16 Compensation for Temporary Assignment to Higher Classification. An employee shall receive adjusted compensation of five percent (5%) of their base rate of salary for working in an assignment in a higher classification. Working at a higher classification shall mean that the employee is performing a significant part of the duties of a position in a higher salary range. Employees will begin to receive the adjusted compensation on the first day they work in the higher classification.

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

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

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

8.17 Bilingual Pay. Employees who have the ability to fluently converse in Spanish or another 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 \$100.00 per pay period unless or until said compensation is voluntarily eliminated by the employee. An employee’s refusal to use bilingual skills will result in the elimination of the bilingual pay. Eligible employees must successfully pass an initial assessment to receive such compensation. Changes to the assessment process are subject to meet and confer. New employees and employees coming into the unit (individuals promoted) must take and pass an initial assessment to be eligible to receive this pay.

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

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

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

8.19 Correcting Errors in Salary Rate and Other Provisions. Should an employee be paid on the basis of a higher step in the salary range for their class than that for which employee was recommended, or receive additional salary than that authorized, or accrue leaves or receive other benefits through error, such error shall be corrected immediately following its discovery. Reimbursement to the City by the employee of the overpayment caused by said error shall be made by one of the following methods or a combination thereof:

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

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

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

8.21 Certification and Education Incentives.

- a) Fire Captains. Fire Captains who possess a California Community College Associate Degree (any major), or an equivalent degree from an accredited post-secondary institution, or have earned an equivalent number of units (i.e., sixty (60) semester units or ninety (90) quarter units in fire service and/or public safety courses) at an accredited post-secondary institution, have completed at least two (2) classes of the State Fire Marshall educational requirements offered by State Fire Training for Chief Officer certification shall be compensated five percent (5%) of base salary.

Fire Captains hired prior to November 25, 2012 who possess a Bachelor of Arts or Bachelor of Science degree or a Chief Officer certificate shall be compensated five percent (5%) of base salary. Members hired on or after November 25, 2012 and those not already holding a Chief

Officer certificate must meet State Fire Marshall educational and experience requirements for Chief Officer as most recently published by the State Fire Marshall at the time of submission (January 2015, Associate Degree or higher, and having two (2) years' experience at the officer level).

In no case shall these incentives exceed a total of ten percent (10%) of base salary.

- b) Battalion Chiefs and Division Chiefs. Battalion Chiefs and Division Chiefs who possess a Fire Chief designation as identified by the State Fire Marshall's Office shall be compensated five percent (5%) of base salary. In addition, Battalion Chiefs and Division Chiefs who possess a Master's degree shall be compensated five percent (5%) of base salary.

When an employee who is receiving an educational degree incentive under this provision is promoted to an open position in a class with a higher salary range in which an educational degree is required, the employee's educational degree incentive is taken into consideration when determining step placement within the higher range under section 8.3 of this MOU.

- 8.22 Management Incentive Pay.** The City shall pay Fire Division Chiefs 3.85 hours per pay period of additional compensation as management incentive pay. The management incentive pay for Fire Division Chiefs shall not exceed one hundred (100) hours per year.

The City shall pay Fire Battalion Chiefs 1.55 hours per pay period of additional compensation as management incentive pay. The management incentive pay for Fire Battalion Chiefs shall not exceed forty (40) hours per year.

ARTICLE 9: RECRUITMENT AND SELECTION

- 9.1 Physical Requirements.** The City Manager may require that each applicant and employee be in such physical and mental condition as reasonably necessary to properly perform the duties of their job and may require a medical or psychological evaluation at City's expense at any time on a showing of good cause. No employee shall hold any position in a classification in which employee cannot physically or mentally perform all the duties of the job adequately or without hazard to themselves or others. Within the limitations indicated, the City's policy shall be to make such efforts as are consistent with the provisions of this Agreement to place physically disabled employees in such positions as are available in the City service for which they are qualified, where their disabilities will not substantially interfere with their performance of duties. The employee's qualifications, length of service, nature of past performance and the availability of openings may be considered in placing disabled employees. The City shall make reasonable accommodations for disability, as required by law.

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

may withhold from final compensation, to the extent permitted by law, the reasonable value of unreturned property.

- 9.3 Voluntary Demotion.** An employee may request a voluntary demotion under the disciplinary procedures, in lieu of other discipline, or for reasons stated in a special request to the City Manager. The City Manager shall have full discretion in determining whether to approve such request.

ARTICLE 10: PROBATION

- 10.1 Probation Period.** The initial probationary period for full-time employees of the City covered by this Agreement is twelve (12) months or 2912 working hours, whichever is greater.
- 10.2 Probation on Promotion or Reinstatement.** Except as otherwise provided in a written agreement, a promoted or reinstated employee serves a total probationary period of twelve (12) months or 2912 hours, whichever is greater. Promotions on reinstatements will not be permanent until the successful completion of this probationary period.
- 10.3 Objective of Probationary Period.** The work and conduct of probationary employees shall be subject to close scrutiny and evaluation. The probationary period shall be regarded as a part of the training and examination process and shall be used for securing the most effective adjustment of a new employee to a position.
- 10.4 Satisfactory Completion of Probation Period.** If a probationary employee's probation period has been satisfactory, and advancement to regular status is warranted, the department head shall so recommend with a performance evaluation submitted to the Human Resources Manager. The Human Resources Manager, upon receipt, shall ensure that the employee meets the requirements to successfully pass probation as set forth in the MOU (e.g. completing 12 months or 2912 hours worked, whichever is greater). The employee shall then be advanced to regular status.
- 10.5 Unsuccessful Probation Period.** If a probationary employee's initial probation period has not been satisfactory, it shall be so stated in a Personnel Action Form. The City Manager, by signing the Personnel Action Form, may authorize the release of the employee without cause and without the right of appeal or grievance, unless otherwise required by law, except that a probationary promotional employee shall be returned to the position from which employee had been promoted. Notification of failure of probation or other action shall be in writing and shall be given to the probationary employee prior to release from employment for any initial probationary employee, or return to the former position for a promotional probationary employee.
- 10.6 Unsuccessful Reinstatement Probation.** If a probationary employee's performance following reinstatement has not been satisfactory, it shall be so stated in a performance evaluation. In cases involving reinstatement, the City Manager, upon receipt of a performance evaluation, may authorize the release of the employee under the provisions of Section 10.5.
- 10.7 Probation Following Layoff.** Employees laid off while on probation must serve a new probationary period following re-employment.

10.8 Live within City Limits.

- a. Employees hired on or after January 1, 2023, shall live within 150 miles of the City limits by the end of their probationary period. The calculation of the 150 miles shall be made using Google Maps driving directions.
- b. Employees hired before January 1, 2023, shall live within 150 miles of the City limits except that employees whose current home address exceeds the 150 mile limit at the time of ratification of this MOU will be grandfathered in and not subject to the aforementioned requirement, while at their current home address. The City Manager may waive the mile limit requirement in special circumstances, upon written request. This section (b) will have a delayed implementation until December 31, 2025.

ARTICLE 11: EMPLOYEE LAYOFF PROCEDURES

11.1 Purpose for Layoffs. For reasons of economy, of efficiency, or in the interest or mandate of the public, reductions or curtailments of the City services may be required. Whenever, in the judgment of the City Council, it becomes necessary, the City Council may abolish any position or employment and the employee holding such position or employment may be laid off.

11.2 Order of Layoff. (Applicable to all employees.) In the event of a layoff, the following order shall be followed:

- a) Temporary, interim and probationary employees within the unit shall be laid off prior to the layoff of any regular employee in the same classification.
- b) There shall be “bumping” rights within the CCFMA and CCPFA membership such that individuals in higher-ranking positions, if meeting Bona Fide Occupational Qualifications (BFOQ) for that class, may “bump” into a lower rank if layoffs occur. The individual bumping must have previously held a position in the lower rank with the Cathedral City Fire Department. If any member is bumped into a lower position and had not completed probation, then that member must complete the probation for that rank; however, the employee is still considered a permanent employee for purposes of bumping.
- c) Seniority in a member’s “bumped” class shall consist of time in rank from the previous class, plus time in class from the last previously held class. (Example: Engineer with five years in class plus five years in class as Captain brings ten years of seniority to the bumped class.) The member “bumping” back must meet the BFOQ for the class into which employee is bumping.
- d) Any member who is “bumped” down will have the first right to “bump back” to the original position they were “bumped” from, regardless of any current promotional lists established. The member “bumping back” must meet the BFOQ for the class into which employee is bumping.

11.3 Abolishment of Position(s). When layoffs are to occur, the City Manager shall prepare a list of those positions to be abolished in each department. For each affected department, the City Manager shall assemble a list of those employees within the classification designated for position abolishment. Such list shall be forwarded to the department head. The department head shall prepare a list establishing the order of employee layoffs within a classification.

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

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

11.5 Reinstatement List. In the event of layoff of permanent employees, the employee shall be carried for up to one (1) year on a reinstatement list and the City shall be obliged to return them to the classification from which they were laid off if an opening in that classification should occur within one (1) year of the effective date of the layoff and the laid off employee is next on the reinstatement list for that classification. Further, the employee shall be entitled to re-employment consideration for any position for which employee is qualified. Placement on such list does not assure re-employment for any particular vacancy, other than the class from which the employee was laid off, but does assure eligibility for consideration. Any reinstated employee shall serve an initial probationary period as specified in Section 10.1.

11.6 Notification of Layoff. When a layoff is to occur, the City will notify the employee and the designated bargaining unit representative at least sixty (60) calendar days prior to the effective date of layoff. It is understood that, during this period, bargaining unit representatives may submit recommendations regarding layoff alternatives, such as reductions in hours, freezing merit pay increases or other similar programs which will result in reduction of the City's labor costs. The notice provided to the bargaining unit representative shall contain reason(s) for the reduction, the specific job classifications and numbers within each classification that shall be reduced, and opportunities for placement of affected employees.

The bargaining unit representative shall respond to the City within fifteen (15) calendar days following the notice.

ARTICLE 12: ATTENDANCE AND LEAVES

12.1 Attendance at Work; Absence without Leave. Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the Administrative Services Director, or their designee, in the form and on the dates they shall specify.

12.2 Automatic Resignation. Absence without leave, whether voluntary or involuntary, for five (5) consecutive working days, is an automatic resignation from City employment, as of the last date on which the employee worked. Any employee who fails to report for work within forty-eight (48) hours after delivery of a certified letter delivered by the U.S. mail to the employee's last known address, who by the expiration of the forty-eight (48) hours has missed or will have missed five (5) or more consecutive working days, shall also be deemed to have resigned from City employment, as of the last date on which the employee worked. Upon a determination by the department head or Human Resources Manager that such an absence has occurred, and that the employee has resigned, notice of the deemed automatic resignation and of the employee's right to request reinstatement for good cause upon timely request therefor, shall be sent by ordinary first class mail, postage prepaid thereon, or by certified mail, or both, to the employee at their

last known address. An employee who has been deemed to have automatically resigned in accordance with the terms of this Section shall have fifteen (15) days after the date of mailing of such notice within which to request reinstatement. Any request for reinstatement must be made in writing and must be received by the City within fifteen (15) days of the date of mailing of the notice. Request for reinstatement may be made within ninety (90) days after the effective date of the deemed resignation if the notice specified above was not sent to the employee in the manner specified in this Section. Reinstatement shall be granted only if the employee makes a satisfactory explanation to the department head as to the cause of their absence and as to the reason for their failure to obtain leave therefor. Evidence that the employee reasonably believed leave had been granted shall justify reinstatement. The department head, in order for reinstatement to occur, shall find that the employee is ready, able and willing to resume the performance of the duties of the employee's former position or, if not then able to immediately resume such duties, the department head may consent to a leave of absence to commence upon reinstatement. An employee so reinstated shall not be paid salary for the period of their absence or separation or any portion thereof. Denial of reinstatement shall be subject to appeal. In determining the employee's rights under all the circumstances, the City shall have the burden to establish that the absence was in fact unauthorized and that the department head reasonably believed the employee had abandoned their employment.

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

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

12.3.1 Work Period: The work period, under the Fair Labor Standards Act's 7k exemption, is based on a cycle providing for consecutive work periods of twenty-four (24) days each.

12.3.2 Work Schedule. The work schedule is a "48/96" schedule under which employees will work forty-eight (48) consecutive hours, followed by ninety-six (96) consecutive hours off from work.

12.4 Work Week. For employees not subject to the 24-day work cycle described above, the work week begins as 12:01 am Sunday and ends at Midnight the following Saturday (seven [7] consecutive days)

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

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

employee's last known place of address shall be reasonable notice of dismissal for failure to return to work.

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

12.6 Vacation Leave.

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

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

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

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

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

12.6.2 Vacation Accumulation; Cashing Out Option. Employees are encouraged to use their accrued vacation time annually and will be allowed to use their accrued vacation regardless of any impact on overtime. Earned vacation credits shall be accumulated. Employees may, however, carry over unused vacation credits to succeeding calendar years. Except upon written approval by the City Manager, accumulated vacation credits

shall not exceed the employee's two (2) year maximum rate of accrual. Accumulated vacation time which exceeds the two (2) year accrual maximum, and is not carried by approval, must be paid as time worked.

Upon a four (4) week prior written request, one (1) time per calendar year, each employee may receive pay for unused vacation time; provided, however, that a minimum of at least once in the preceding twelve (12) months, forty eight (48) hours of vacation time or vacation time combined with credited holiday leave is taken off in a block which guarantees a minimum of one (1) full work week off at one time. The City Manager may waive this condition if employee is satisfied adequate vacation will be taken in the immediate future.

- 12.6.3 Holidays or Illness within Vacation Period. Holidays falling within the vacation period shall not be considered as part of the employee's vacation and shall not be charged against vacation credits. Illness during a vacation period shall not be considered as sick leave, unless confirmed by a physician's statement and approved by the City Manager.
- 12.6.4 Vacation Credits when Employment Terminates. Upon termination of employment, an employee shall be paid for unused vacation credits.
- 12.6.5 Effect of Absence on Vacation Crediting. Absence due to sick leave or other approved leave of absence will not affect computations for vacation credits unless such absences exceed one month, in which case the time of said absence (unless such absence is for vacation being used) shall be excluded from computation.
- 12.6.6 Fire Department Vacation Policy. All fire department bargaining unit members may, in a particular year, utilize an amount of accrued vacation time equal to the number of hours employee will earn during that particular year. Utilization of such vacation time shall not be dependent upon the Department's need to fill overtime. If, however, a Fire Captain wishes to use an amount of vacation time greater than the total number of hours accruable in a given year, the Department's need to use overtime to cover their position may be considered.

12.7 Holiday Pay

- a) Holidays - Extra Pay for Working on a Holiday. Employees regularly scheduled to work on a holiday by a supervisor in order to maintain City services shall be paid their regular straight time pay, plus extra compensation of time and one half at the employees' regular rate of pay for the hours worked on the holiday (therefore, total compensation for an employee working on a holiday will be 2.5 times the employee's regular rate of pay). A holiday consists of 12 hours. This is broken down as follows:

| | |
|---|----------|
| 24-hour shift worked | |
| 12 hours Regular Pay | PERSABLE |
| 12 Hours Holiday Pay | PERSABLE |
| 12 Hours at time and a half (18 Hours) | PERSABLE |
| TOTAL HOURS PAID | 42-Hours |

- b) Holiday Bank – The City recognizes Holidays through the City Council's Holiday Resolution.

- c) The City will not lower the number of CalPERS holidays that currently exist and will report holidays as required per the guidelines and requirements.

When a holiday falls on an employee’s regularly scheduled day off, the employee will accrue 12 hours in their Holiday Bank. Employees will have the option of using these hours throughout the year or cashing out. The cash out must be done at least annually (July 1 - June 30) and reported in the period the holiday was earned. Upon requesting a cash-out, the employee must identify the holiday employee is cashing out on the appropriate form approved by finance. These hours shall be reported pursuant to the policies, rules and requirements outlined by CalPERS. These hours do not count as time worked for the purpose of calculating overtime.

When an employee does not actually work a regularly scheduled day, employees will not receive extra compensation of time and one half.

The below chart outlines possible scenarios, and the benefit members will receive:

| Scenario | Process |
|---|--|
| *Scheduled/Actually Worked | Same |
| Not Scheduled/Actually Worked (OT Shift) | 24 OT = 36 12 Hours into Holiday Bank = 12 |
| Not Scheduled/Not Worked | Same |
| Scheduled/Sick | 24 Hours out of Sick Bank = 24 12 Hours Holiday Bank = 12 |
| Scheduled/Vacation | 24 Hours out of Vacation Bank = 24 12 Hours into Holiday Bank |
| Didn’t Work/Covid Admin | 24 Hours Covid Admin 12 Hours into Holiday Bank |
| Didn’t Work/IOD | 24 Hours IOD/Sick 12 Hours into Holiday Bank |

*For disciplinary admin situations, the schedule/actually worked scenario is applicable.

- d) In addition, employees shall be credited with one (1) Floating Holiday of twelve (12) hours per year. Employees will have the option of using these hours throughout the year or cashing out all hours before July 1 of each year. Floating holidays do not count as time worked for the purpose of calculating overtime. The hours shall be placed in the employees’ Float Bank in the following manner:
 - i. Twelve (12) hours on August 1st

12.8 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.

12.9 Bereavement Leave. Bereavement leave with pay, not to exceed three (3) days per year, shall be allowed for full-time employees, except Fire Captains, Battalion Chiefs and Division Chiefs who work twenty-four (24) hour shifts, at the discretion of the City Manager. Bereavement leave with pay for Fire Captains, Battalion Chiefs and Division Chiefs who work twenty-four (24) hour shifts,

not exceeding seventy-two (72) hours, shall be granted, at the discretion of the City Manager. If the employee needs additional time off due to the death of a member of the employee's immediate family, said time off shall be taken from the employee's accrued sick leave.

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

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

All regular full-time employees working a 40-hour week shall be credited with 3.69 hours of sick leave per pay period, or major fraction thereof. Fire Captains, Battalion Chiefs and Division Chiefs working twenty-four (24) hour shift assignments shall be credited with 7.38 hours per pay period or major fraction thereof. Accrued sick leave may be used for illness of the employee or physical incapacity of the employee, or for physical examinations, including eyes, dentist appointments or other commonly accepted health related matters.

If an absence because of illness or disability extends beyond two (2) consecutive scheduled work days or the employee has used more than four (4) sick days in a calendar year, the employee may be required to submit a physician's written certification to the department head before the employee is eligible to receive sick leave pay.

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

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

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

For purposes of this section, relating to employees working twenty-four (24) hour shift assignments, one (1) day of sick leave equals twenty-four (24) hours.

12.11 Sick Leave Accrued Limit and Payoff.

24 Hour Shift Employees. 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; sick leave over the maximum will be paid out in November of each year. However, to encourage attendance at work and discourage the frivolous use of excess sick leave, employees with continuous employment of five (5) years or more may receive a payment in cash of 25% of unused sick leave when they resign or retire.

Employees with continuous employment over nine (9) years may receive in cash 50% of the unused sick leave when they resign or retire. This compensation in cash shall be at base salary 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 four hundred twenty-eight (428) hours; payment shall be base salary rate.

Employees hired on or after November 25, 2012 may accrue sick leave without limit, but may not cash out unused sick leave. Instead, sick leave may be converted to PERS service credit upon retirement.

- 12.12 Sick Leave Conversion.** Employees hired prior to November 25, 2012 with at least three (3) years employment with the City may at their option convert accrued sick leave in excess of one hundred twenty (120) hours (one hundred eighty [180] for members of the Association on twenty-four (24) hour shift work) to be vacation days in accordance with the following schedule:

| | |
|--|---|
| Employees with more than three (3) year's employment with the City | Two (2) hours of sick leave to one (1) hour of vacation |
|--|---|

- 12.13 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, the time over the month of said absence, shall be excluded from computation and no leave will be accrued.

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

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

- 12.16 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:

12.16.1 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.

12.16.2 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 them time off from work to care for that family member.

12.16.3 Leave Donation Eligibility Procedures.

- 12.16.3.1 The employee seeking leave donation must have exhausted all available leave, sick leave, vacation leave and compensatory leave.
- 12.16.3.2 The employee must submit a request for leave donation to the Human Resources Office for review and approval of the City Manager or designee. The employee will be required to provide medical documentation for the need of this leave donation.

12.17.4 Leave Donation Procedure.

- 12.17.4.1 The donation of leave is voluntary and is irrevocable once donated.
- 12.17.4.2 Employees wishing to donate leave will submit to the Human Resources Office an authorization for transfer of leave form.
- 12.17.4.3 Employees may donate accrued sick leave in excess of 96 hours with a maximum donation of eight (8) hours of sick leave. Employees assigned to a 24-hour shift may donate accrued sick leave in excess of 144 hours with a maximum donation of twelve (12) hours of sick leave, if said sick leave is donated to an employee who works a 24-hour shift. Sick leave donated to an employee who works an eight (8) hour day may not exceed eight (8) hours. Sick leave donated to an employee who works a 24-hour shift may not exceed twelve (12) hours.
- 12.17.4.4 Employee may donate a maximum of eight (8) hours of accrued vacation leave (24 hours for employees working a 24-hour shift if leave is donated to another employee working a 24-hour shift).
- 12.17.4.5 The donated leave will be put into a “Catastrophic Leave” account and can only be used to care for the immediate family member or to pay for the cost of insurance offered by the City for those persons suffering from a personal illness for which the leave was donated.
- 12.17.4.6 Donated leave will be credited to the “Catastrophic Leave” account on an hour-for-hour basis. In no case shall the total amount of leave exceed eight (8) hours of sick leave and eight (8) hours vacation leave per donor (24 hours for 24-hour shift personnel).
- 12.17.4.7 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 employee program to be determined at a later date.
- 12.17.4.8 In no case will an employee be able to convert the donated leave to cash or be paid for any remaining balance of donated leave.
- 12.17.4.9 All donations will be maintained as confidential information.

ARTICLE 12A: CONDUCT AND DISCIPLINE

12A.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.

12A.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:

- 12A.2.1 Violation of any Federal, State, or local law directly impacting the employee's fitness for employment.
- 12A.2.2 Using, possessing, dealing, distributing, or being under the influence of alcohol or intoxicating substances,, prescribed medication which impairs the employee's ability to perform their 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 their duties under the influence of alcohol or intoxicating substances, any unlawful or unprescribed drug or controlled substance.
- 12A.2.3 Unauthorized sleeping while on duty.
- 12A.2.4 Disorderly conduct: fighting, threatening, attempting to inflict bodily injury on another; engaging in dangerous horseplay.
- 12A.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.
- 12A.2.6 Inefficiency, incompetence, carelessness, or negligence in performance of duties.
- 12A.2.7 Sexual harassment or other unlawful harassment of another employee.
- 12A.2.8 Chronic or excessive absenteeism or inconsistent attendance.
- 12A.2.9 Rude or discourteous treatment of other employees or the public.
- 12A.2.10 Dishonesty.
- 12A.2.11 Political activity in violation of the law.
- 12A.2.12 Gambling or promotion of gambling on City premises or while on duty.
- 12A.2.13 Endangering the safety or causing injury to any employee including themselves or the public.
- 12A.2.14 Unauthorized disclosure of confidential information as defined by law or by written directive of the City or respective department.
- 12A.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.
- 12A.2.16 Failure to perform duties; insubordination.
- 12A.2.17 Inattention to duty, tardiness, carelessness or negligence in the care and handling of City property.
- 12A.2.18 Loss or misuse of City funds.
- 12A.2.19 Covering up or attempting to conceal defective work, removing or destroying same without permission.
- 12A.2.20 Improper or unauthorized use of City vehicles or equipment or misappropriation of supplies.
- 12A.2.21 Damage to public property or waste of public supplies through misconduct or negligence.
- 12A.2.22 Misuse of sick leave, including using sick leave under false pretenses.

- 12A.2.23 Furnishing false information to secure appointment, or falsification of time cards or other records and reports.
- 12A.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.
- 12A.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.
- 12A.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.
- 12A.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.
- 12A.2.28 Failure to obtain or maintain necessary qualification, certificate, or license, which is required as a condition of employment.
- 12A.2.29 Possession of an unsafe driving record for those employees required to operate City vehicles.
- 12A.2.30 Conduct which discredits the City or City personnel.
- 12A.2.31 Or other just cause.

12A.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.

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.

12A.3.1 The normal progressive discipline procedure consists of:

- 12A.3.1.1 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)
- 12A.3.1.2 Verbal Reprimand: To communicate to the employee that a repeat action may result in more serious disciplinary action. A written record of a verbal reprimand is not considered a written reprimand. (Not appealable)
- 12A.3.1.3 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 thirty (30) calendar days per the Firefighters Procedural Bill of Rights. The employee's response will be attached to the written reprimand
- 12A.3.1.4 Suspension: Temporary removal of an employee from their 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.)
- 12A.3.1.5 Demotion: This step involves either the reduction in pay step or reduction in class.
- 12A.3.1.6 Dismissal: The final step in the disciplinary process.

- 12A.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.
- 12A.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.
- 12A.3.4 Those employees covered by the Firefighters Procedural Bill of Rights will be treated accordingly.
- 12A.3.5 Suspension, Demotion, Dismissal. The City may:
- 12A.3.5.1 Impose a suspension without pay upon an employee when, in their 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.
- 12A.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 thirty (30) 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 ten (10) City Hall business days of the notice of suspension. The City Manager will render a decision within thirty (30) calendar days and said decision shall be final.
- 12A.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 12A.3.5.1.1 and shall be subject to appeal in accordance with Section 12A.4.2.

- 12A.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.
- 12A.3.5.3 Dismiss for cause any regular employee.
- 12A.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).

12A.4 Hearings and Appeals.

12A.4.1 Pre-Discipline Meeting Procedures.

- 12A.4.1.1 Prior to undertaking any of the personnel actions set forth in Section 12A.3 at or greater than the level of reprimand, 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 their 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) City Hall business days after the employee's receipt of notice of intended action.

- 12A.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."

12A.4.2 Appeals Procedures.

- 12A.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 their 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.
- 12A.4.2.2 The employee may be represented by their Association/Union representative, any other regular employee of the City, or their attorney.
- 12A.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.
- 12A.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 Association when the Association supports the merits of the cause in writing; provided, however, that each party shall be responsible for any specialized or extraordinary services they might individually request.
- 12A.4.2.5 The expenses for the hearing officer shall be borne equally by the City and the Association when the Association supports the merits of the cause in writing, and each party shall be responsible for expenses they incur.
- 12A.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 their 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.
- 12A.4.2.7 At the hearing, both the appealing employee and the City shall have the right to be heard and to present evidence.
- 12A.4.2.8 Oral evidence shall be taken only on oath or affirmation.
- 12A.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 their own behalf, he/she may be called and examined as if under cross-examination.
- 12A.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.
- 12A.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.

If any provision of Sections 12A.4.1 and 12A.4.2 are inconsistent with the employee rights set forth in the Firefighter Procedural Bill of Rights, the rights set forth in the Firefighter Procedural Bill of Right shall prevail.

ARTICLE 13: GRIEVANCE PROCEDURE

- 13.1 Matters Subject to Grievance Procedures.** A grievance is a complaint by an employee that the employee has been adversely affected due to a misinterpretation or misapplication of this MOU, or, where a grievance is specifically authorized in this Agreement, that the action grieved is excessive, unduly harsh or unjustified.
- 13.2 Informal Grievance Procedure.** Every effort shall be made to resolve a grievance through discussion between the employee and/or the employee's designated representative, and the employee's immediate supervisor. If, after such discussion, the employee does not feel that the grievance has been satisfactorily resolved, the employee shall have the right to discuss the matter with the supervisor's superior, if any, within the department organization. Otherwise, the employee shall have the right to discuss the matter with the department head by proceeding to the formal grievance procedure.
- 13.3 Formal Grievance Procedure.** Step 1. 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, using the designated grievance form, to the department head within ten (10) calendar days from the date when the decision is rendered in the informal grievance procedure. In the event that no decision has been rendered in the informal procedure, the employee may proceed to the Formal Grievance Procedure no later than ten (10) calendar days after the decision was due to be rendered in the Informal Grievance Meeting. The department head shall meet with the employee and/or the employee's designated representative within ten (10) calendar days after the department head's receipt of the written grievance. The department head shall review the grievance and render a decision in writing and return it to the employee and/or the employee's designated representative within ten (10) calendar days after meeting with the employee. In the event that no decision is rendered within ten (10) calendar days after meeting with the employee, the employee may proceed directly to step 2.
- 13.4 Appeal to the City Manager.** Step 2. If the employee does not agree with the decision reached by the department head, the employee may present an appeal in writing to the City Manager within ten (10) calendar days after the employee's receipt of the department head's decision. The appeal shall be signed and delivered to the Human Resources Manager who shall set a meeting

with the City Manager and the employee and/or the employee's representative to discuss the grievance within ten (10) calendar days. Within ten (10) calendar days from the date of the meeting, the City Manager shall deliver a copy of the decision to the employee and/or the employee's representative and the department head. The decision of the City Manager shall be final, and no further appeal may be had. Nothing in this section should be interpreted to limit the employee's right to further administrative or judicial process outside of the City's internal process.

- 13.5 Extension of Time Limitations.** All time limitations mentioned in the Grievance Procedure may be extended by mutual written agreement between the City and the employee and/or the employee's representative.
- 13.6 Administrative Appeal Procedure.** CCFMA members of the Fire Department are subject to administrative appeal procedures as provided by the Firefighters Procedural Bill of Rights Act.
- 13.7 The City and CCFMA agree to remove several articles from the MOU** as part of the 2022 negotiations. Those items are listed below and are currently in the City's personnel rules. The City and CCFMA agree that despite their removal from the MOU, CCFMA members shall be able to grieve those items, as if they were in the MOU. The City and CCFMA further agree that any modification to the personnel rules that cover these items is subject to the meet and confer process. The items are Military Leave and Family Medical Leave.

ARTICLE 14: EMPLOYEE REPORTS AND RECORDS

- 14.1 Personnel File.** The Human Resources Manager shall maintain, or cause to be maintained, a personnel file for each employee of the City. Employees have the right to inspect the contents of their respective personnel files during a scheduled appointment.
- 14.2 Disclosure of Information.** No information shall be disclosed from the personnel file of a current or former employee other than the employee's job title, work location, work phone number, salary verification (with written employee authorization only) and departmental assignment, to any person other than the City Manager, City Attorney or their designated representatives. The City Manager or City Attorney may authorize release of other information under subpoena or under requests based upon the Public Records Act, upon determining that such request should be honored. An employee or former employee may authorize the disclosure of information from their file only when written permission is provided. Nothing herein shall preclude nor specifically deny the use of any information in Personnel files in any phase of a disciplinary or probationary action, nor when disclosure is required by any court or administrative tribunal.

ARTICLE 15: EDUCATION INCENTIVES

- 15.1 Education Incentives.** The City shall adopt procedures under which an employee shall qualify for educational assistance in an amount not to exceed \$4,000 in any one fiscal year, on a reimbursement basis, with a lifetime total accumulation of such assistance not to exceed \$12,000. Reimbursement shall be based upon the City reimbursing to the employee 80% of the reasonably incurred cost of education, including tuition, fees and books. Employees seeking reimbursement under this provision are required to receive advance authorization of the City Manager or designee.

Education covered by this provision must be job related and taken at a licensed public or private school or college, or a recognized training program leading to a job or professional certification, and shall include both academic and professional certification programs. Post-graduate programs

(Master’s degree programs or higher) are not covered without a determination that the program has a relationship to the job performed by the employee, or preparation for a promotional opportunity within the City’s employment. Reimbursement shall be made at the conclusion of a course, upon presentation of evidence of satisfactory completion thereof (grade “C” or better), department head review and approval of the City Manager or designee.

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

15.2 Paramedic Recertification. Upon presentation to the Fire Chief or designee of a paramedic certification, the City shall pay to the employee a flat amount of \$2,300.00 as full reimbursement for paramedic certification. The employee has the responsibility of attending all required certification courses and paying the required fees. There will not be any compensation for attending certification courses during non-work times except for the pay specified above.

ARTICLE 16: HEALTH BENEFITS

16.1 Employee Health Benefits

16.1.1 Public Employees' Medical and Hospital Care Act. The City provides health insurance benefits through the CalPERS Health Program pursuant to the Public Employees’ Medical and Hospital Care Act (PEMHCA). The City provides dental and vision benefits through plans outside of the CalPERS Health Program.

16.1.2 PEMHCA Minimum Contribution. The City will pay the minimum employer contribution amount for employees enrolled in one of the City’s PEMHCA plans, as set forth by CalPERS and pursuant to Government Code Section 22892.

- a) The minimum employer contribution amount for the 2023 calendar year is \$151.00.
- b) The minimum employer contribution amount for the 2024 calendar year will be the amount established by CalPERS.

16.1.3 Cafeteria Plan. The City shall offer a cafeteria plan for medical, dental, vision, and short-term disability.

16.1.4 City’s Contribution Amount. Effective August 1, 2020, the City’s monthly cafeteria plan contribution, inclusive of the PEMHCA minimum monthly contribution, shall be as follows:

Flat Dollar amount Effective January 1, 2022

| Selected Plan | Maximum City Contribution |
|--------------------------|----------------------------------|
| Employee only | \$976.28 |
| Employee plus one | \$1952.57 |
| Family | \$2538.34 |

Flat Dollar amount Effective January 1, 2024

| Selected Plan | Maximum City Contribution |
|--------------------------|----------------------------------|
| Employee only | \$1000.00 |
| Employee plus one | \$2000.00 |
| Family | \$2600.00 |

Flat Dollar amount Effective January 1, 2025

| Selected Plan | Maximum City Contribution |
|--------------------------|----------------------------------|
| Employee only | \$1100.00 |
| Employee plus one | \$2100.00 |
| Family | \$2700.00 |

An employee electing a medical plan less expensive than the City’s contribution amount may use the remaining balance to pay for dental, vision and/or short-term disability insurance premiums. Any amount remaining stays with the City. An employee electing a plan or plans that cost more than the City’s contribution amount shall be responsible for paying the difference in cost.

16.1.5 HRA Contribution – Employees Hired After August 1, 2020. For employees hired after August 1, 2020, the City shall contribute to the employee’s Health Reimbursement Arrangement (HRA) plan, and associated fixed dollar cost of administration as below.

| | |
|------------------------------|-----------|
| Effective: 08/01/2020 | \$100/mo. |
| Effective: 07/06/2023 | \$125/mo. |
| Effective: 01/01/2024 | \$150/mo. |
| Effective: 01/01/2025 | \$165/mo. |

This HRA contribution is for employees only and shall cease upon separation from City employment.

16.2 Retirement Health Benefits

16.2.1 Public Employees' Medical and Hospital Care Act. The City provides retirement health insurance benefits through the CalPERS Health Program pursuant to the Public Employees’ Medical and Hospital Care Act (PEMHCA). To participate, an employee must retire with CalPERS within 120 days of separation from the City, or as otherwise provided by PEMHCA requirements. Participating retirees shall comply with all applicable PEMHCA laws, regulations and rules, including but not limited to the requirement to enroll in Medicare when eligible. The City will not pay for the cost of Medicare enrollment.

16.2.2 Level 1 Retirees – Hired before November 24, 2012. For employees hired before November 24, 2012 who retire from the City and who are enrolled as a retiree in a PEMHCA plan (“Level 1 Retirees”), the City will pay the PEMHCA minimum contribution as set forth by CalPERS and pursuant to Government Code Section

22892. Additionally, Level 1 Retirees shall have a vested right to retirement health benefits consisting of a supplemental City-paid contribution (inclusive of the PEMHCA minimum contribution), as follows:

Flat Dollar amount Effective August 1, 2020

| Selected Plan | Maximum City Contribution |
|--------------------------|----------------------------------|
| Employee only | \$902.63 |
| Employee plus one | \$1805.26 |
| Family | \$2346.84 |

Flat Dollar amount Effective January 1, 2021

| Selected Plan | Maximum City Contribution |
|--------------------------|----------------------------------|
| Employee only | \$938.74 |
| Employee plus one | \$1877.47 |
| Family | \$2440.71 |

Flat Dollar amount Effective January 1, 2022

| Selected Plan | Maximum City Contribution |
|--------------------------|----------------------------------|
| Employee only | \$976.28 |
| Employee plus one | \$1952.57 |
| Family | \$2538.34 |

For example, for a Level 1 Retiree enrolled in a Retiree only plan during the year 2020, the City will pay \$139 per month as the PEMHCA minimum contribution, and will provide up to an additional \$763 per month as the supplemental City-paid contribution directly to the retiree.

It is the intent of the parties that “vested rights” shall have the meaning as is generally associated with that term under the law. The City has agreed to grant vested rights in exchange for the Union’s agreement to establish Level 3 Retirees.

In the event that a Level 1 Retiree’s selected medical plan cost is less than the maximum City contribution for any given month, the unused value of the City’s maximum contribution for that month may be applied toward the cost of any vision and/or dental plan, and any remaining amounts shall be automatically forfeited. In the event that a Level 1 Retiree’s selected medical plan cost is greater than the maximum City contribution for any given month, the retiree shall be responsible for paying the resulting difference in cost.

In the event that a future action by the State and/or Federal government creates a health care program that replaces the group health insurance provided by the City, then the City’s total maximum contribution as otherwise provided by this section shall not be permitted to exceed the Level 1 Retiree’s actual monthly cost, if any, of participation in such replacement health care program.

Level 1 Retirees may continue to participate in the City’s dental and/or vision plan subject to plan terms and conditions.

The City will continue the supplemental City-paid contribution upon death of the Level 1 Retiree as long as surviving spouses, domestic partners, or other dependents continue to be eligible to participate in the medical plan subject to all applicable PEMHCA requirements and plan terms and conditions. Dental and vision plan participation shall cease upon the death of the Level 1 Retiree, but surviving spouses, domestic partners, or other dependents can continue under COBRA guidelines.

16.2.3 Level 2 Retirees – Hired between November 25, 2012 and July 31, 2020. After five years of continuous service with the City, employees hired between November 25, 2012 and July 31, 2020 who retire from the City and who are enrolled as a retiree in a PEMHCA plan (“Level 2 Retirees”), the City will pay the PEMHCA minimum contribution as set forth by CalPERS and pursuant to Government Code Section 22892. Additionally, Level 2 Retirees shall have a vested right to retirement health benefits consisting of a supplemental City-paid contribution (inclusive of the PEMHCA minimum contribution), based on their total years of service with CalPERS as follows:

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

The City-paid contribution will be calculated as a percentage of the following amounts:

Flat Dollar amount Effective August 1, 2020

| Selected Plan | Maximum City Contribution |
|--------------------------|----------------------------------|
| Employee only | \$902.63 |
| Employee plus one | \$1805.26 |
| Family | \$2346.84 |

Flat Dollar amount Effective January 1, 2021

| Selected Plan | Maximum City Contribution |
|--------------------------|----------------------------------|
| Employee only | \$938.74 |
| Employee plus one | \$1877.47 |
| Family | \$2440.71 |

Flat Dollar amount Effective January 1, 2022

| Selected Plan | Maximum City Contribution |
|--------------------------|----------------------------------|
| Employee only | \$976.28 |
| Employee plus one | \$1952.57 |
| Family | \$2538.34 |

For example, for a Level 2 Retiree enrolled in a Retiree only plan during the year 2020 with 10 years of CalPERS service, the Retiree would be entitled to 50% contribution, or \$451.32. The City will pay \$139 per month as the PEMHCA minimum contribution, and will provide up to an additional \$312.32 (50% of \$451.32 per month as the supplemental City-paid contribution directly to the retiree.

It is the intent of the parties that “vested rights” shall have the meaning as is generally associated with that term under the law. The City has agreed to grant vested rights in exchange for the Union’s agreement to establish Level 3 Retirees.

The City will continue the supplemental City-paid contribution upon death of the Level 2 Retiree as long as surviving spouses, domestic partners, or other dependents continue to be eligible to participate in the medical plan subject to all applicable PEMHCA requirements and plan terms and conditions.

In the event that a future action by the State and/or Federal government creates a health care program that replaces the group health insurance provided by the City, then the City’s total maximum contribution as otherwise provided by this section shall not be permitted to exceed the Level 2 Retiree’s actual monthly cost, if any, of participation in such replacement health care program.

Level 2 Retirees may participate in the City’s dental and/or vision plan(s) entirely at their own expense and subject to plan terms and conditions. Dental and vision plan participation shall cease upon the death of the Level 2 Retiree, but surviving spouses, domestic partners, or other dependents can continue under COBRA guidelines.

16.2.4 Level 3 Retirees – Hired on or after August 1, 2020. For employees hired on or after August 1, 2020 who retire from the City and who are enrolled as a retiree in a PEMHCA plan (“Level 3 Retirees”), the City will pay only the PEMHCA minimum contribution as set forth by CalPERS and pursuant to Government Code Section 22892. There shall be no supplemental City contribution for Level 3 Retirees.

Level 3 Retirees may participate in the City’s dental and/or vision plan(s) entirely at their own expense and subject to plan terms and conditions.

16.3 Public Employees' Retirement System.

- a) All regular employees of the City who work at least twenty (20) hours per week or an average of 87 hours per month are automatically covered by the City's contract with the California Public Employees' Retirement System (CalPERS). Membership shall commence immediately upon employment.
- b) First Level: The City provides the 3% @ 55 retirement benefit formula with single highest year compensation consideration for all unit members hired prior to November 25, 2012.
 - i. Employees shall make their full member contribution.
- c) Second Level: Unit members hired on or after November 25, 2012 and on or before December 31, 2012, and new employees hired as "Classic" members: The City provides the 2% @ 55 retirement benefit formula with three-year average compensation consideration for all unit members hired between November 25, 2012 and December 31, 2012,
 - i. Employees shall make their full member contribution upon hire, plus any additional PERS contributions negotiated for Tier One employees.
- d) PEPRA New Members: The California Public Employees' Pension Reform Act of 2013 (PEPRA) establishes a new retirement plan for employees hired on or after January 1, 2013. All employees hired on or after that date shall be subject to those provisions, consistent with PEPRA.

ARTICLE 17: FRINGE BENEFITS

17.1 Uniform/Equipment Allowances. The City shall provide a standard \$140.00 per month uniform allowance.

17.2 Deferred Compensation. The City provides a deferred compensation plan for members of the Association under which the City shall match the employee's contribution up to \$55 per pay period.

401 (a) contribution. The City will make available an additional retirement plan through MissionSquare called a 401(a) to be funded through employee contributions. The 401a plan chosen by the Association will allow members to choose their own individual fixed percentage ranging from 1-20%. 100% of the bargaining unit must participate for the 401a to be initiated. Once an employee makes their decision it cannot be changed.

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

17.4 Wellness Program. Employees shall be permitted to participate in a Wellness Program intended to reduce job-related stress and improve general physical and mental health. Employees shall be reimbursed up to \$300 per payroll year, so long as reimbursements are submitted by the end of the payroll year. Otherwise, there will be no reimbursement. This amount is considered taxable income. Employees forfeit any amount they do not use by the end of the payroll year. The program shall be in accordance with administrative regulations approved by the Human Resources Manager.

The City acknowledges the side letter agreement dated Nov 1, 2016 in regard to the Wellness program.

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

17.6 Additional Retirement Benefit. The City will pay and report the value of any employer paid member contributions (“EPMC”) to PERS as individual compensation for all employees covered by this Agreement. The City shall contribute seven (7) percent of the EPMC for all classic members of the CCFMA. Classic members of the CCFMA agree to a cost-sharing arrangement in which the members in said group cost-share an additional twelve (12) percent towards the employer cost/rate. These additional contributions shall be reported on a pre-tax basis.

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

ARTICLE 18: AGREEMENT ALL INCLUSIVE

The parties hereto acknowledge that they have engaged in extended negotiations of any and all issues either party has desired to have included in this Memorandum of Understanding. The parties recognize that, in the give and take of bargaining, some items sought by the employer have not been agreed upon, and some items sought by the employee association have not been agreed upon. This agreement constitutes a compromise upon which each party agrees. The parties agree that this Memorandum of Understanding is all-inclusive and that no other agreements, undertakings or understandings have been made outside of the specific terms of this Agreement relating to wages, hours or terms or conditions of employment of the employees covered by this Agreement, with the exception of duly negotiated and mutually agreed upon Letter(s) of Agreement. Except by mutual agreement, this Memorandum of Understanding is not subject to reopening for any purpose. All of the agreements of the parties are evidenced herein. The absence of reference to any topic shall be deemed as proof that no agreement was reached thereon, and any claim based thereon shall be null and void and of no effect. Each party has had every opportunity during the course of these negotiations to bring up any new or additional topics it desired to have considered as part of this Agreement, and, for the duration of this Agreement, no additional topics shall be added thereto, except upon specific mutual agreement of the parties evidenced in writing.

APPROVED BY THE CITY COUNCIL

Executed this 28th day of September, 2023.

ATTEST:

Tracey Hermosillo

Tracey Hermosillo (Sep 28, 2023 09:17 PDT)

Tracey Hermosillo, City Clerk

CITY OF CATHEDRAL CITY

**CATHEDRAL CITY FIRE MANAGEMENT
ASSOCIATION**

Charles P. McClendon

Charles McClendon (Sep 12, 2023 10:50 PDT)

Charles P. McClendon, City Manager

Corey Goddard

Corey Goddard (Sep 6, 2023 08:56 PDT)

Corey Goddard

Eugenia Torres

Eugenia Torres, Human Resources Manager

Richard Valenti

Richard Valenti (Sep 8, 2023 09:38 PDT)

Richard Valenti

AnnMarie Quintanilla

AnnMarie Quintanilla, Human Resources Specialist

Jeremy Keenan

Jeremy Keenan (Sep 8, 2023 17:37 CDT)

Jeremy Keenan

Al Ford

Al Ford (Sep 16, 2023 16:29 PDT)

Al Ford, Burke, Williams & Sorensen, LLP

Brian Olivo

Brian Olivo (Sep 12, 2023 10:03 PDT)

Brian Olivo, Association Representative

**CATHEDRAL CITY
CCFMA GRIEVANCE FORM**

Instructions: To submit a formal grievance, employees must: complete all items in section **PART I - GRIEVANCE INFORMATION** and then submit this form to the department head within the time outlined in the Cathedral City Fire Management Association ("CCFMA") Memorandum of Understanding ("MOU"), Article 13 ("Grievance Procedure").¹ **Employees are responsible for appealing each level of the grievance. Failure to follow the MOU's grievance procedures may result in grievance forfeiture.** Please note that failure to provide all information requested below may result in a grievance-processing delay.

PART I - GRIEVANCE INFORMATION

Grievant's Name: _____ Classification/Title: _____

Date Giving Rise to Grievance: _____

Date Employee Became Aware of Grievance: _____

Immediate Supervisor: _____

Location of Event Giving Rise to Grievance: _____

Statement of Grievance (please provide details of the event causing the grievance - attach pages as needed):

¹ Article 13 of the CCFMA MOU's grievance procedure(s) do *not* apply to disciplinary actions or to the appeal of same.

CITY OF CATHEDRAL CCFMA GRIEVANCE FORM

Provision of the CCFMA MOU Alleged to Have Been Violated:

Relief Sought by Grievant:

Potential Witnesses:

Have you discussed this grievance with your Immediate Supervisor? Yes No Date and location of discussion:

If no, please explain why:

If yes, what was your Immediate Supervisor's response? *Attach any written response from the immediate supervisor, or the immediate supervisor can include a response directly on this form.*

Have you discussed this grievance with your Division Commander? Yes No Date and location of discussion:

If no, please explain why:

I will represent myself **OR** My representative will be: _____

Employee's Signature: _____ Date: _____

CITY OF CATHEDRAL CCFMA GRIEVANCE FORM

PART II – APPEALS PROCEDURE – CITY MANAGER

Name of City Manager: _____

SUBMIT TO THE HUMAN RESOURCES MANAGER FOR COORDINATION

Was this appeal submitted within ten (10) calendar days of the Department Head's decision? Yes No

Does the Department Head concur with the summary of his/her decision provided by the Grievant? Yes No

Date of Meeting with Grievant (if applicable): _____

Date of City Manager's Written Decision: _____

Summary of City Manager's Decision (*attach full written decision to this form and provide a copy to the Grievant*):


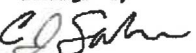

City Manager's Signature: _____ Date: _____

**IMPORTANT – PLEASE READ
NOTHING IN SECTION II SHOULD BE INTERPRETED AS LIMITING EMPLOYEE'S RIGHT TO FURTHER ADMINISTRATIVE OR JUDICIAL PROCESSES OUTSIDE THE CITY'S INTERNAL PROCESS**

**COVID-19 (Coronavirus Disease 2019) Emergency Temporary Agreement
Between
City of Cathedral City
And the
Cathedral City Professional Firefighter Association (CCPFA)
&
Cathedral City Fire Management Association (CCFMA)**

This Emergency Temporary Agreement between the City of Cathedral City and the CCPFA and the CCFMA is entered into recognizing the severity of COVID-19, its lethality, tremendous impact on the local and world economy, and the ensuing pandemic. It also recognizes the abnormal burden that public employees face as the first line of defense in providing public assistance and welfare, and the enhanced risk to those employees. The City of Cathedral City and the Associations agree to the following:

1. The Fire Chief may authorize and may make available the opportunity to work remotely from home (i.e. telecommute) if he identifies the requirement and appropriateness within the job classification(s) of the CCFMA and the CCPFA, until further notice. This will be temporary only, with daily reporting to a supervisor.
2. If an employee is currently in a medically "high-risk" group, the employee may be placed in a "position of accommodation" which will not unnecessarily expose the employee to additional risk factors.
3. Employees who wish to self-isolate shall be required to use time from their own leave banks (Sick, Vacation). If the employee exhausts all their leave banks, they shall be allowed to run their sick leave negative to a cap of one hundred twelve (112) hours.
4. Any employee who is sent home (quarantined) by a supervisor or manager based on a known exposure to COVID-19 and/or a positive test for COVID-19 will, with the approval of the Fire Chief, be placed on paid administrative leave until the employee is cleared to return to work by a medical professional.

| | |
|--|----------------------------------|
| DocuSigned by:  Charles McClendon, City Manager | Date 3/30/2020 5:38 PM PDT |
| DocuSigned by:  CCFMA | Date 3/31/2020 9:00 AM PDT |
| DocuSigned by:  CCPFA | Date 3/31/2020 10:17 AM PDT |



Cathedral City

**Side Letter of Agreement
between the City of Cathedral City and
the Cathedral City Fire Management Association (CCFMA)**

This Agreement is a Side letter to the current Memorandum of Understanding (MOU) effective January 1, 2023 – December 31, 2025 between the City of Cathedral City (City) and the Cathedral City Fire Management Association (CCFMA). It is the intent of the parties to maintain the spirit and letter of the 2023-2025 MOU, except as modified herein.

The City and CCFMA agree and hereby do amend the MOU as follows:

A. The Cathedral City Fire Management Association is recognized under the provisions of the Meyers-Milias-Brown Act of the State of California as the majority representative of the following employees: All full-time sworn employees of the Cathedral City Fire Department of the rank of Fire Captain and above, except the Deputy Fire Chief and Fire Chief.

8.2 (e).

1. For employees hired prior to January 7, 2015 only, a 7.5% longevity pay adjustment shall occur after fifteen (15) years of City employment; an additional 5% longevity pay adjustment shall occur after twenty (20) years; and an additional 2.5% longevity pay adjustment shall occur after twenty-five (25) years of City employment.

2. For employees hired on or after January 7, 2015, a 2.5% longevity pay adjustment shall occur after fifteen (15) years of City employment; an additional 5% longevity pay adjustment shall occur after twenty (20) years; and an additional 7.5% longevity pay adjustment shall occur after twenty-five (25) years of City employment. This provision shall not apply retroactively and is only effective prospectively, following ratification.

This agreement is executed by the following authorized representatives.

FOR THE CITY:

FOR THE CCFMA:

Charles McClendon (Feb 15, 2024 15:20 PST)

Charlie McClendon, City Manager

Feb 15, 2024

Date

Josiah Maier (Feb 15, 2024 13:28 PST)

Josiah Maier, CCFMA President

Feb 15, 2024

Date

Approved by Council on February 14, 2024



SIDE LETTER AGREEMENT
Between the City of Cathedral City and
Cathedral City Fire Management Association (CCFMA)

Deferred Compensation and 401(a) Plan

This Side Letter Agreement is entered into by and between the City of Cathedral City (City) and the Cathedral City Fire Management Association (CCFMA) to modify the provisions related to Deferred Compensation and 401(a) Plan as outlined in Section 17.2 of the current Memorandum of Understanding (MOU).

The parties hereby agree to the following modifications:

A. 457(b) Plan:

The City sponsors a 457(b) eligible deferred compensation plan (457 (b) Plan). All bargaining unit employees are eligible to elect to contribute their City pay to the 457 (b) Plan in accordance with its terms. For each pay period, the City will provide a matching contribution to each employee's 457(b) account equal to 100% of the employee's elective 457(b) contribution, up to a maximum of \$55.00 per pay period.

B. 401(a) Plan:

The City sponsors a 401(a) defined contribution plan (401(a) Plan). Notwithstanding any MOU provisions to the contrary, contributions will be made to the 401(a) Plan for bargaining unit employees as follows:

- **Mandatory employee contributions:**
 - **Regular Rate of Pay and Overtime**— Every pay period, a mandatory contribution of 1% will be deducted from each employee's regular rate of pay and eligible overtime earnings. This combined amount will be contributed to the employee's 401(a) account.
 - **Final leave balances**

Upon termination of City employment, an employee's eligible final leave balances, as defined by this MOU, will be contributed to the employee's 401(a) account.

Contributions to the 401(a) Plan are subject to annual limits under the tax laws. If any leave amounts described above cannot be contributed to the employee's 401(a) Plan account due to these tax limits the employee may elect to receive the uncontributed amounts in the form of cash, 457(b) contributions (subject to tax limits), or a combination of both.

- Under no circumstance will any employee be permitted to elect to receive cash (or other benefit) in lieu of 401(a) contributions made under the above.

- For avoidance of doubt, the final leave balance available for 401(a) contribution under this MOU provision will be determined after (i) any employee election to convert sick time to CalPERS service credit, (ii) application of any MOU provision reducing the leave balance available at termination, including Section 12.11 (providing for payment of 25%/50% of unused sick leave upon termination), and (iii) any other MOU provision affecting the calculation of leave balances upon termination.
- Optional employee contributions (base salary):
 - Each employee may elect to contribute an additional 1–19% of their regular rate of pay and overtime to their 401(a) account. Employees must make this election no later than 60 days after their hire date. Once the deadline established by the City for an employee’s election has passed, the employee cannot change their decision. The time and manner of an employee’s election will be established by the City in its sole discretion, as necessary to qualify the contributions for nontaxable treatment. Contributions under this paragraph will be deducted from regular rate of pay and overtime each pay period.

All other terms and conditions of the current MOU remain in full force and effect.

This Side Letter Agreement shall be effective upon ratification by CCFMA membership and approval by the City Council.

Agreed to this 22nd day of July 2024.

For the City of Cathedral City:

For CCFMA:



Charles McClendon (Jul 22, 2024 18:26 PDT)

Charles P. McClendon, City Manager



Corey Goddard (Jul 23, 2024 09:19 PDT)

Corey Goddard, CCFMA President