



Cathedral City

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF CATHEDRAL CITY
AND
CATHEDRAL CITY POLICE OFFICER'S ASSOCIATION
(CCPOA)**

July 1, 2016 – December 31, 2019

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CCPOA MOU
July 2016 – December 2019

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Memorandum of Understanding between the City of Cathedral City and the Cathedral City Police Officer's Association (CCPOA) relating to all full-time sworn police officers below the rank of Sergeant.

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

- A. The Cathedral City Police Officers 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 police officers below the rank of Sergeant.

- B. The Cathedral City Police Officers Association, hereinafter sometimes referred to as "CCPOA," and representatives of the Municipal Employee Relations Representative of the City of Cathedral City, have met and conferred in good faith on wages, hours and other terms and conditions of employment for the employees represented by CCPOA in the bargaining unit listed above, and have reached agreements which are set forth in this Memorandum of Understanding (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.

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

ARTICLE 1
SUPERSEDES PERSONNEL RULES

This Memorandum of Understanding is enacted pursuant to the Meyers-Milias-Brown Act and Cathedral City Resolution Number 82-84. Personnel Rules previously established by the City Council by Resolution shall not be effective as to employees covered by this MOU, since all pertinent portions of the Personnel Rules applicable to such employees are hereinafter specifically set forth.

ARTICLE 2
MAINTENANCE OF MEMBERSHIP; CONTRACT BAR; PETITIONS FOR DECERTIFICATION

Full-time sworn employees of the Cathedral City Police Department below the Rank of Sergeant who are covered by this Agreement and who are members of CCPOA shall continue and maintain their membership in CCPOA for the duration of this Agreement.

CCPOA agrees to enforce this provision and to indemnify and hold harmless the City, its officers and employees from all liabilities and/or damages arising from the operation of this section. This Memorandum of Understanding shall further constitute a bar to the implementation of Section 11(A)2, of Resolution 82-84, except that the City shall accept a petition for decertification of CCPOA only during the 60th and 90th calendar days immediately prior to the expiration of this MOU.

ARTICLE 3
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 4
STRIKES AND/OR JOB ACTIONS

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

ARTICLE 5
COMPENSATORY TIME OFF

Any employee who is a member of the bargaining unit represented by CCPOA shall be authorized to accumulate, to the extent allowed by the Fair Labor Standards Act, up to one hundred sixty (160) hours of compensatory time. The accumulation of such hours shall be in accordance with the Fair Labor Standards Act. The City recognizes the vested nature of such accumulated hours. An employee who has accrued and requested use of compensatory time off shall be permitted to use such time off if the request is submitted to the Chief of Police or designee within a reasonable period prior to the date(s) requested for time off. For purposes of this Article, the term “reasonable period” shall mean seven days. An employee who submits such a request less than seven days prior to the date(s) requested for time off may present a qualified replacement to work in his or her place. For purposes of this Article, the term “qualified replacement” shall mean equal rank or assignment, as appropriate. In the event an employee who submits such a request less than seven days prior to the date(s) requested for time off does not present a qualified replacement, if fewer than two employees are scheduled to be off work during the shift(s) in question, the Chief of Police or designee shall attempt to accommodate the employee’s request for time off. Upon a four (4) week prior written request by the employee, one (1) time per calendar year, each employee shall receive pay for all or any part of compensatory time accrued at the employee’s then current base salary. Separate from such request for pay, all members shall cash down their accrued compensatory time off to 40 hours effective the last pay period in March of each year.

ARTICLE 6
PERS OPTION

All CalPERS retirement provisions are addressed in Art 20.2.

ARTICLE 7
TERM

The term of this Agreement shall be from July 1, 2016 through December 31, 2019. This Agreement shall not be re-openable for any purpose except by mutual agreement of the parties.

ARTICLE 8
SALARY INCREASES

The City and CCPOA agreed to the following schedule of salary increases:

- A. 4% effective the first pay period following July 1, 2017
- B. 4% effective the first pay period following January 1, 2018
- C. 4% effective the first pay period following January 1, 2019

ARTICLE 9
GENERAL PROVISIONS

9.1 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, ancestry or national origin, age, sex (including pregnancy, gender identity and sexual orientation), marital status, disability, medical condition, genetic information, domestic partnership, political or religious opinion or affiliation.

9.2 Domestic Partnership. Definition and requirements of domestic partnership are provided in California Family Code Section 297 *et sec* and Cathedral City Municipal Code 11.97 *et sec*. All responsibilities, rights and benefits shall apply accordingly.

9.3 Safety and Health. Each employee and the City 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.

Employees shall avoid consuming or using any intoxicating substances at least two (2) hours prior to reporting to the scheduled work shift and at any time during the work day including lunch or dinner breaks; and employees shall not have in their possession any intoxicating substances, unless the possession of such substances is in the course of their duties.

9.4 Employee Activities. During the employee's work day, he or she is expected to devote his or her full time in the performance of his or her assigned duties as a City employee. No employee shall engage in any outside employment, enterprise, or remunerated activity without prior notification to his or her department head or appointing power. At no time shall any such outside employment or activity be conducted on City time. No employee shall engage in any employment, outside activity or enterprise which is inconsistent, incompatible, in conflict with, or interferes with his or her ability to perform the duties, functions or responsibilities of his or her position as a City employee, nor shall he or she engage in any outside activity which will directly or indirectly contribute to the lessening of his or her effectiveness as a City employee. No employee shall engage in any type of activity relating to an employee organization during such time as employee is on duty, except as expressly provided by the City Manager or designee, state and federal laws, MOU, or Council resolution.

- 9.5 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:
- 9.5.1 Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance or an act which the employee, if not performing such act, would be required or expected to render in the regular course of hours of his her City employment as a part of his or her duties as a City employee; or,
 - 9.5.2 Involves conditions or factors which would be incompatible or in conflict with the duties, functions or responsibilities of the employee in his or her regular City employment; or,
 - 9.5.3 Involves the performance of an act in other than his or her capacity as a local agency officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee or the agency by which he or she is employed; or,
 - 9.5.4 Involves such time demands as would render performance of his or her duties as a local agency officer or employee less efficient; or,
 - 9.5.5 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,
 - 9.5.6 Involves the solicitation of future employment with a business having business transactions with the City over which the employee has some control or influence in his or her official capacity at the time of the transaction.
- 9.6 POA Board Member Release Time. POA Board Members, as a group, shall be afforded fifty (50) hours of release time per fiscal year for the purpose of attending Union conferences, training, etc. Release time is not considered time worked for the purposes of calculating overtime. Release time has no cash value and any unused time expires at the end of the fiscal year and does not carry over into the next fiscal year.
- 9.7 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 other than in the regular performance of duties, except upon prior approval of the employee's department head or appointing power or designee duly authorized to give such approval.
- 9.8 Political Activity. Except as necessary to meet requirements of Federal or State law, no restrictions shall be placed on the political activities of any officer or employee of the City of Cathedral City. The City, CCPOA and all employees shall comply with the provisions of Government Code sections 3201-3209.
- 9.9 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.

ARTICLE 10
MANAGEMENT RIGHTS

- 10.1 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, which include, but are not limited to:
- 10.1.1 exclusive right to determine the mission of its constituent departments, commissions, boards;
 - 10.1.2 set standards and levels of service;
 - 10.1.3 determine the procedures and standards of selection for employment and promotions;
 - 10.1.4 direct its employees;
 - 10.1.5 enforce those dress and grooming standards established by department policy;
 - 10.1.6 determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
 - 10.1.7 maintain the efficiency of governmental operations;
 - 10.1.8 determine the methods, means and numbers of kinds of personnel by which government operations are to be conducted;
 - 10.1.9 determine the content and intent of job classifications;
 - 10.1.10 determine methods of financing;
 - 10.1.11 determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
 - 10.1.12 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;
 - 10.1.13 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;
 - 10.1.14 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, except as limited by Article 21;
 - 10.1.15 establish and modify productivity and performance programs and standards;
 - 10.1.16 discharge, suspend, demote, reprimand, withhold salary increases and benefits or otherwise discipline employees in accordance with applicable law;
 - 10.1.17 establish reasonable 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
 - 10.1.18 exercise complete control and discretion over its organization and the technology of performing its work.
- 10.2 Not Subject to Grievance Procedures. The exercise by the City through its Council and management representatives of its rights shall not in any way, directly or indirectly, be subject to the grievance procedure.

ARTICLE 11
COMPENSATION

- 11.1 Salary Advancement – Full-time Employees. Except as otherwise provided in this Article, full-time employees may be considered for an increase in salary according to the following rules:
- 11.1.1 Effective the first pay period following July 1, 2016 Police Officer Salary Range 130 shall be increased by 4% and all members eligible for the City’s former “Wellness Stipend” who have completed three (3) years of service as a Police Officer shall receive a 4% increase. The Wellness program shall be formally abolished at this time.
 - 11.1.2 All members not covered by Section 11.1.1 shall retain their current rate of pay and step of their Salary Range which shall be renumbered to Salary Range 129 effective July 1, 2016.
 - 11.1.3 Upon successful completion of three (3) years of service as a Cathedral City Police Officer, members paid under Salary Range 129 shall advance to the next higher step of Salary Range 130.
 - 11.1.4 Advancement to a next higher merit increase step may be made after twelve (12) month interval from the hire date or last increase in subsequent years, and for continued satisfactory service.
 - 11.1.5 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 Officer. When an employee is denied an increase, he or she may be reconsidered for such advancement at any subsequent time with a satisfactory performance evaluation.
 - 11.1.6 Advancement to merit steps 6 and 7 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 service by the employee in the performance of the duties of his/her position.
- 11.2 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 or less than the highest merit increase step of the salary range of the employee’s position.

- 11.3 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 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.

11.4 Special Salary Adjustments. A department head may recommend, in writing, to raise an employee's salary step to a higher merit increase step prior to the eligibility times specified in this Article so as to recognize meritorious service, advanced educational achievements or other extraordinary attributes related to the employee's public service. Such increased compensation is subject to the approval of the City Manager and the availability of budgeted funds. The employee's merit review date shall change to the effective date of the special increase.

11.5 Overtime.

11.5.1 A department head may require an employee to work beyond the employee's regular hours of employment. If the employee works in excess of the scheduled daily shift, or is called back to work after having worked a shift, or is required to work on a scheduled day off, such employee shall be paid at one and one-half (1-1/2) times the hourly rate of the employee's salary or receive compensatory time at one and one-half (1-1/2) times hours worked, at the discretion of the employee. Compensatory time is addressed in Article 5. For the purpose of this section, sick leave used during the pay period shall not be counted as time worked. Vacation and compensatory time shall be counted as time worked for the purposes of calculating overtime during the 80-hour pay period. Any other off-duty time will not count as time worked for the purpose of calculating overtime.

11.5.2 Notice of Overtime Scheduling. The department shall post available overtime shifts/hours as soon as the availability of overtime is known. In such a case, the posted overtime will be made available and filled first from the rank of Police Officer. Officers may sign up to work the overtime shift/hours on a first-come, first-serve basis. An employee who signs up for posted overtime and then decides not to work the shift must present a qualified replacement to work in his/her place. For purposes of this section, the term 'qualified replacement' shall mean equal rank or assignment, as appropriate. In the event that no employee or an insufficient number of employees sign up for a posted overtime shift/hours within four (4) days prior to the scheduled overtime shift or detail, the overtime will be made available to other employees and/or assigned by the scheduling supervisor. In such a case, the department shall provide the affected employee with written or actual notice of the overtime shift/hours prior to his/her next assigned shift. This Section shall not apply to holdover and/or emergency situations.

In the case of non-posted overtime due to unforeseen circumstances (e.g., sick and call-outs, etc.), a reasonable attempt shall be made to fill the position with a qualified replacement. Following such attempt if a qualified replacement is not located, then an officer may be directed to work the overtime or a higher ranking officer may be called to fill the overtime assignment. Following such attempt if a qualified replacement is not located, then supervision shall call in/mandate officers based on lowest to highest seniority.

11.6 Other Paid Time Off. The City Manager or Chief of Police may grant paid 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.

11.7 Assignment Differential. A five percent (5%) differential supplement shall be paid to Field Training Officers, Investigators, Gang Officers and officers performing canine duties. A five percent (5%) differential supplement also shall be paid to officers operating motorcycles, while assigned to such duties, regardless of whether actually performing those duties on a particular shift. Assignments to such special duties shall be at the discretion of the Chief of Police.

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

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

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

- 11.10 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 or less than the highest step of the salary range of the employee's position.

- 11.11 Compensation for Temporary Assignment to Higher Classification. An employee may receive adjusted compensation for working in an assignment in a higher classification. Working at a higher classification shall mean that the employee is performing a significant part of the duties of a position in a higher salary range for a period of thirty (30) consecutive working days or more.

- 11.12 Bilingual Services Bonus Compensation. Employees who have the ability to fluently converse in a second language and are required to use their skills as part of their City employment shall receive 4% additional compensation effective the first pay period following July 1, 2016. Eligible employees must successfully pass an initial assessment test to receive such compensation.

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

- 11.14 Restitution. In addition to any possible discipline under the provisions of Article 15 for willful, wanton or malicious destruction of City property, the City shall have the right to seek restitution through a civil action for damages in the courts. Nothing herein shall preclude the City from pursuing its remedies through both disciplinary action, pursuant to this agreement, and court action.

11.15 Correcting Errors in Salary Rate and Other Provisions. Should an employee be advanced to a higher step in the salary range for his or her class other than for which he or she 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 for said error shall be made by one of the following methods or a combination thereof:

- 11.15.1 Application of accrued equivalent time off for overtime service;
- 11.15.2 Application of equivalent time off for overtime service earned during the time immediately following the date of the discovery of said error;
- 11.15.3 Application of the increase in the employee's salary following his or her next merit or longevity merit salary increase; or
- 11.15.4 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 agreement of the department and the employee, subject to the approval of the City Manager. Should the employee terminate before full reimbursement to the City has been made the money required to complete reimbursement shall be deducted from his or her last paycheck.

11.16 Court Appearance Time. An employee scheduled to appear in Court during non-duty hours shall be paid for a minimum of four (4) hours at the overtime rate for an appearance.

11.16.1 Court On-Call/Standby. Officers placed on call for court shall be paid hour-for-hour at the overtime rate up to 7.5 hours.

11.17 P.O.S.T. Certification. Employees shall be compensated five percent (5%) of salary for possession of an Intermediate and/or Advanced P.O.S.T. certificate.

11.18 Longevity. The parties have agreed to a longevity pay provision for employees hired prior to January 1, 2013 which pays as follows:

- 11.18.1 7.5% at the beginning of the 15th year of City employment, and an additional
- 11.18.2 5% at the beginning of the 20th year.

Employees hired on or after January 1, 2013 are not eligible for longevity provisions described above.

ARTICLE 12

RECRUITMENT & SELECTION

12.1 Physical Requirements. The City Manager, in conjunction with the Police Chief, may require that all applicants and employees be in such physical or mental condition to 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 he or she cannot physically or mentally perform all the duties of the job adequately and without hazard to himself or herself or others. Within the limitations indicated, the City's policy shall be to make such efforts as are consistent with the provisions of law to place physically disabled employees in such positions as are available in the City service where their disabilities will not substantially affect their performance of duties. The employee's length of service, nature of past performance and the availability of openings may be considered in placing disabled employees.

- 12.2 Separation. An employee in the classified service may be separated from employment with the City through retirement, mental or physical inability to perform the duties of the job, resignation, probationary failure, death, dismissal or layoff. An employee wishing to resign shall file with the employee's supervisor a written resignation stating the effective date. Such resignation shall be presented at least two (2) weeks before leaving the service. The resignation shall be immediately reported to the Personnel Officer. The other forms of separation described above are explained elsewhere in this Agreement. Prior to separation, an employee must return all City items issued to him or her in order to receive final compensation, failing which the City may withhold from final compensation, to the extent permitted by law, the reasonable value of unreturned property.
- 12.3 Voluntary Demotion. An employee may request a voluntary demotion under the procedures of Article 15 or for reasons stated in a special request to the City Manager.
- 12.4 Industrial Appointments. Positions declared vacant due to California Labor Code Section 4850 industrial leave (after 90 days) shall be filled as though the position is vacant. The person appointed to the position shall sign a statement indicating 1) awareness of type of vacancy, 2) agreeing to revert to original position and salary range should the industrially injured person return to the position, 3) time served (first six months) will be considered probationary time, and 4) time served in a higher position will only be considered for six (6) months after the return of the original employee. Should original employee again go on 4850 industrial leave in less than six (6) months, the previously appointed employee shall resume the position. Should the original employee go on 4850 industrial leave after a six (6) month or more return to the position, the department may appoint any employee on an existing eligibility list or seek a new examination to establish an eligibility list.
- 12.5 Long Term Illness Appointments. Positions declared vacant due to long-term illness leave (after 90 days) shall be filled as though the position is vacant. The person appointed to the position shall sign a statement indicating 1) awareness of type of vacancy; 2) agreeing to revert to original position and salary rate should the original occupant of the position return to full-time duty in the position; 3) time served (first six [6] months) will be considered probationary time; and 4) time served in a higher position will only be considered for six (6) months after the return of the original employee. Should the original employee again go on a long-term illness leave in less than six (6) months, the previously appointed employee may resume the position. Should the original employee go on long-term illness leave after a six (6) month or more return to the position, a new examination to establish a new eligibility list may be called.

ARTICLE 13 PROBATION

- 13.1 Sworn Police Employees Probation. The first eighteen (18) months after a sworn police employee has been appointed shall be his/her probationary period. In the event of unusual circumstances, such as an illness or injury which prevents an employee from performing the regular duties of his/her position throughout the entire eighteen (18) month probationary period, the City Manager or designee may extend the probationary period up to an additional six (6) months. In such a case, the City Manager or designee shall notify the affected employee in writing that his/her probationary period has been extended and shall inform the employee of the reason(s) why the probationary period was extended. The probationary period for an employee under this section shall not exceed twenty-four (24) months.

- 13.2 Probation on Reinstatement. Except as otherwise provided in this Agreement, on accepting a reinstatement, an employee who had completed the initial probation under Section 13.1 shall serve a new probationary period of six (6) months. Reinstatements will not be permanent until the successful completion of this probationary period.
- 13.3 Objective of Probationary Period. The work and conduct of probationary employees shall be subject to close scrutiny and evaluation. The probationary period shall be regarded as a part of the training and examination process and shall be used for securing the most effective adjustment of a new employee to a position. Individuals employed under City public employment programs, specially funded programs or contracts shall be subject to the probationary provisions of this Agreement should they be appointed to a position in the classified service.
- 13.4 Satisfactory Completion of Probation Period. If a probationary employee's probation period has been satisfactory, and advancement to regular status is warranted, the department head shall so recommend on a Personnel Action Form together with a performance evaluation submitted to the Personnel Officer. The City Manager, upon receipt of these documents, may authorize the end of the employee's probationary period by the execution of a Personnel Action Form. The employee shall only then be advanced to regular status upon completion of the probationary period.
- 13.5 Unsuccessful Probation Period. If a probationary employee's probation period has not been satisfactory, it shall be so stated in a Personnel Action Form. The City Manager, by signing the Personnel Action Form, may authorize the dismissal of the employee, or, if promotional probation to Police Sergeant, the return of the employee to his or her former position as Police Officer. Such dismissal shall not be regarded as disciplinary. A probationary employee may be dismissed at any time or returned to the former position at any time without cause and without the right of appeal or grievance unless otherwise required by law. Notification of dismissal or of return to the former position shall be in writing and shall be given to the probationary employee prior to the dismissal or return to the former position unless otherwise required by law.
- 13.6 Probation Following Layoff. Employees laid off while on probation must serve a new probationary period following reemployment.

ARTICLE 14

EMPLOYEE LAYOFF PROCEDURES

- 14.1 Purpose of 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.
- 14.2 Abolishment of Position(s). When layoffs are to occur, the City Manager shall prepare a list of those positions to be abolished in each department. For each affected department, the City Manager shall assemble a list of those employees within the classification designated for a position abolishment. Such list shall be forwarded to the appropriate department head. The department head shall prepare a list establishing the order of employee layoffs within a classification. The department head shall determine the individual layoff ranking of each employee based upon seniority, except that canine officer assignments and undercover operations in progress shall exempt the affected employee from layoff. Following completion of undercover operations in progress, the officer so exempted shall then be subject to layoff, and the senior officer on layoff shall be reinstated. Temporary, interim and probationary employees shall be laid off prior to the layoff of any regular employee within the same classification in the department, unless involved in undercover operations in progress.

- 14.3 Bargaining Unit Notification. When a layoff is to occur, the City shall notify 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 a reduction of the City's labor costs.

The bargaining unit representative shall respond to the City within fifteen (15) calendar days following notice. Should the City and the bargaining unit representative not agree to an alternative to the proposed layoff within this period, the City may proceed to provide a minimum thirty (30) calendar day layoff notice to the affected employees.

- 14.4 Layoff Appeal. A regular employee shall have the right to request an appeal hearing. Such request must be made in writing to the City Manager within 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.

ARTICLE 15

DISCIPLINARY AND APPEALS PROCEDURES

- 15.1 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.

- 15.2 Improper Employee Conduct. Improper conduct may be cause 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.

- 15.2.1 Tardiness.
- 15.2.2 Failure to observe precautions for personal safety, posted rules, signs, safety instructions, or to use protective clothing or equipment.
- 15.2.3 Careless workmanship resulting in waste of materials.
- 15.2.4 Unsatisfactory work performance.
- 15.2.5 Abuse of sick leave privileges, e.g., failure to present adequate documentation of illness when required by the City Manager or respective department head, use of sick leave for unauthorized purposes.
- 15.2.6 Failure or delay in carrying out orders, work assignments, or instructions of superiors; inattention to, or dereliction of duty, including loafing or wasting time.
- 15.2.7 Acceptance of gifts from parties doing business with the City.
- 15.2.8 Unauthorized sleeping while on duty.
- 15.2.9 Disorderly conduct: fighting, threatening, attempting to inflict bodily injury on another; engaging in dangerous horseplay.
- 15.2.10 Being on duty under the influence of a chemical or intoxicant or reporting for duty while so influenced.
- 15.2.11 Chemical or alcohol abuse affecting work performance.

- 15.2.12 Loss or destruction of City property or the property of others, through carelessness.
 - 15.2.13 Political activity in violation of the law.
 - 15.2.14 Unexcused absence from duty.
 - 15.2.15 Reckless driving on City premises or reckless operation of City vehicle.
 - 15.2.16 Gambling or promotion of gambling on City premises while on duty.
 - 15.2.17 Endangering the safety of or causing injury to any employee, including him or herself.
 - 15.2.18 Unauthorized disclosure of confidential information as defined by law or by written directive of the City or respective department.
 - 15.2.19 Treating any city official, officer or employee, or any member of the public, in a disrespectful, rude, insulting, abusive or demeaning manner while in the performance of duties, or related thereto.
 - 15.2.20 Unauthorized use of City vehicles or equipment.
 - 15.2.21 Covering up or attempting to conceal defective work, removing or destroying same without permission.
 - 15.2.22 Knowingly making a falsification, misstatement or concealment of material fact in connection with employment, promotion, any record, investigation, or other proper proceeding.
 - 15.2.23 Making false or unfounded statements which are derogatory, slanderous or defamatory about other employees or officials.
 - 15.2.24 Willful damage to City property or to the property of others.
 - 15.2.25 Making a false confession.
 - 15.2.26 Any on-duty violation of federal, state or local laws or any off-duty violation of law which might bring discredit to the City.
 - 15.2.27 Failure to adhere to this adopted Memorandum of Understanding or to other City or departmental rules, policies or procedures.
 - 15.2.28 Sexual harassment or other unlawful discrimination.
 - 15.2.29 Willful violation of City or Departmental policies and procedures regarding media contact.
- 15.3 Disciplinary Process: 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 City will verbally counsel an employee when circumstances warrant it, prior to taking any formal disciplinary action. This gives the supervisor an opportunity to communicate in a non-disciplinary fashion that a problem is perceived and that the supervisor is available to help solve it.

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.

The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. Disciplinary actions imposed under this article shall be in accordance with section 3300-3311 of the California Government Code.

15.3.1 Normal progressive discipline sequence:

- A. Verbal Reprimand: To communicate to the employee that a repeat action may result in more serious disciplinary action. (Not appealable)
- B. 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. Written reprimands may be appealed to the Chief of Police within five (5) calendar days. The decision of the Chief of Police shall be final. In addition, the employee may submit a written response within thirty (30) calendar days. The employee's response will be attached to the written reprimand.
- C. Suspension: Temporary removal of an employee from his/her duties without pay for misconduct. 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 Director when instituting an on-the-spot suspension as soon as it is practical.)
- D. Demotion: This step involves either the reduction in pay step or reduction in class.
- E. Dismissal: The final step in the disciplinary process.

15.3.2 Disciplinary Procedure: 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 sequence 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.

Further steps in the discipline involving suspension, demotion or dismissal should not be taken without consulting the department head and the Human Resources Director.

- A. Suspension, Demotion, Dismissal. Subject to the Hearings and Appeals Procedures specified in Section 15.4, the City may:

Impose a suspension without pay upon an employee when, in his/her judgment, such action will best serve the interests of the City. Such suspension shall, however, not exceed a period of thirty (30) working days except that if the suspension is imposed because of an employee's trial by a court of law, the suspension may extend to such time as that court has rendered its decision.

- B. Suspension without Pay. Suspensions shall occur only after the notice procedures specified in Section 15.4.1 and shall be subject to appeal in accordance with Section 15.4.2.
- C. 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.
- D. Dismiss for cause any regular employee.

15.4 Hearings, Appeals and Grievances. Only discipline involving suspension, demotion or dismissal is subject to an appeal as outlined below.

15.4.1 Pre-Discipline Meeting Procedures.

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

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 15.4.2.

15.4.2 Appeals Procedures.

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

- A. Representation. The employee may be represented by his/her Association/Union representative, any other regular employee of the City, or his/her attorney.
- B. Hearing. The Hearing Officer shall issue subpoenas to compel the attendance of witnesses, if such be necessary at the request of either party. The hearing shall be recorded by a certified shorthand reporter.
- C. Evidence. Oral evidence shall be taken only on oath or affirmation. 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.

At the hearing, both the appealing employee and the City shall have the right to be heard and to present evidence.

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 not or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

- D. Expenses. The expenses for the hearing officer shall be borne equally by the City and the Union, and each party shall be responsible for expenses they incur. Expenses for such recording services shall be borne equally by the City and CCPOA, provided, however, that each party shall be responsible for any specialized or extraordinary services they might individually request. The parties may instead by agreement record the hearing electronically.
- E. Hearing Officer Findings. After the close of the hearing the Hearing Officer shall prepare written advisory award and findings of fact and conclusions of law based on the evidence presented at the hearing, and shall present his/her findings to the City Manager and the employee within thirty (30) calendar days. In rendering an award, 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.
- F. Final Decision. The City Manager or designee mutually agreeable to the City Manager and the employee shall review the Hearing Officer's recommendation, but shall not be bound thereby. If the City Manager or, if appropriate, the designee decides not to follow the Hearing Officer's recommendation, he or she shall notify the employee in writing regarding this determination. Such notice shall be sent to the employee not later than sixty (60) days after the City Manager's or, if appropriate, the designee's receipt of the Hearing Officer's recommendation. If the City Manager or, if appropriate, the designee fails to notify the employee of his or her determination within this sixty (60) day period, the Hearing Officer's recommended decision shall be final and binding, subject only to review by the courts under the procedures set forth in California Code of Civil Procedure section 1094.5. Otherwise, the City Manager's or, if appropriate, the designee's decision shall be final and binding, subject only to review by the courts under the procedures set forth in California Code of Civil Procedure section 1094.5.

ARTICLE 16
ATTENDANCE AND LEAVES

- 16.1 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 City Manager and the Finance Director in the form and on the dates they shall specify. Failure on the part of an employee, absent without leave, to return to duty within forty eight (48) hours after a due notice to return to work has been delivered shall be cause for immediate dismissal. A certified letter delivered by U.S. mail to the employee's last known address shall be reasonable notice, without regard to whether delivery is accepted; a letter by ordinary mail, first class postage prepaid thereon, shall likewise constitute reasonable notice.
- 16.2 Deemed Resignation. Absence without leave, whether voluntary or involuntary, for five (5) consecutive scheduled working shifts, is a deemed resignation from City employment, as of the last date on which the employee worked. Any employee who fails to report for work within seventy-two (72) hours after delivery of a notice as specified in Section 16.1, or who by the expiration of the seventy-two (72) hours has missed or will have missed five (5) or more consecutive scheduled working shifts, 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 Personnel Officer that such an absence has occurred, and that the employee has resigned, notice of the deemed resignation and of the employee's right to request reinstatement for good cause upon timely request therefor, shall be sent by ordinary first class mail, postage prepaid thereon, or by certified mail, or both, to the employee at his or her last known address. An employee who has been deemed to have resigned in accordance with the terms of this Section shall have fifteen (15) days after the date of mailing of such notice within which to request reinstatement. Any request for reinstatement must be made in writing and must be received by the City within fifteen (15) days of the date of mailing of the notice. Request for reinstatement may be made within ninety (90) days after the effective date of the deemed resignation if the notice specified above was not sent to the employee in the manner specified in this Section. Reinstatement shall be granted only if the employee makes a satisfactory explanation to the department head as to the cause of his or her absence and as to the reason for his or her failure to obtain leave therefor. Evidence that the employee reasonably believed leave had been granted shall justify reinstatement. The department head, to order reinstatement, shall find that the employee is ready, able and willing to resume the discharge of the duties of the employee's former position or, if not then able to immediately resume such duties, the department head may consent to a leave of absence to commence upon reinstatement. An employee so reinstated shall not be paid salary for the period of his or her absence or separation or any portion thereof. Denial of reinstatement shall be subject to appeal under the procedures specified in Section 15.4. In determining the employee's rights under all the circumstances, the City Manager or hearing officer shall be guided by Government Code Section 19996.2 and case law related thereto, including Phillips v. California State Personnel Board (1986) 184 Cal. App. 3d 651, 229 Cal. Rptr. 502, and in such appeal the City shall have the burden to establish that the absence was in fact unauthorized and that the department head reasonably believed the employee had abandoned his or her employment.
- 16.3 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.

16.4 Work Week. The work week begins at 12:01 a.m. Sunday and ends at Midnight the following Saturday (7 consecutive days).

16.5 Leave of Absence. The City Manager, with the concurrence of the affected department head, may grant a regular employee a leave of absence for a period not to exceed one (1) 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 receive no vacation benefits and no sick leave after fifteen (15) consecutive work days. City contributions to retirement, health and medical plans shall be suspended until the employee is reinstated. An employee who is on leave of absence shall be responsible for reimbursing any agency 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 (1) month for each thirty (30) consecutive calendar days taken. The employee shall retain accumulated vacation credits, sick leave credits, and other similar credits; however, such credits or seniority shall not accrue to a person granted such leave during the period of absence. When an employee is granted a leave of absence without pay, the City shall discontinue payment of medical, health and other similar insurance premiums for the employee and dependents. At the time the employee requests a leave of absence, the employee may pre-pay the insurance premiums by depositing funds with the Finance Department prior to the expiration of coverage, provided that such a continuation of coverage is authorized by the City's contract for medical insurance.

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

16.7 Vacation Leave.

16.7.1 Vacations. All employees 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 6 years	4.62	120
6 to 10 years	5.54	144
10 to 15 years	6.46	168
15 years or more	7.50	195

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

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

16.7.3 Annual Review of Accumulation: In November of each year, the City shall review each employee's vacation accumulation. The City shall pay employees for those accrued hours in excess of the two (2) year accrual maximum set forth in section 16.7.2 above and adjust the affected employees' vacation accumulation back to the two (2) year accrual maximum set forth in section 16.7.2 above.

16.7.4 Illness within Vacation Period. 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.

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

16.7.6 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 (1) month, in which case the time of said absence (unless such absence is for vacation being used) shall be excluded from computation.

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

- a. January 1 (New Year's Day)
- b. February 12 (Lincoln's Birthday)
- c. Third Monday in February (Washington's Birthday)
- d. Last Monday in May (Memorial Day)
- e. July 4 (Independence Day)
- f. First Monday in September (Labor Day)
- g. September 9 (Admission Day)
- h. November 11 (Veterans Day)
- i. Fourth Thursday in November (Thanksgiving Day)
- j. Friday following Thanksgiving Day
- k. December 25 (Christmas Day)
- l. The employee's birthday.
- m. Any day declared to be a holiday by proclamation of the Mayor.

- 16.8.1 Holidays - Extra Pay - Generally. Employees covered by this Agreement shall receive compensation for holidays equal to the number of hours in his/her regular shift, paid at straight time. The City shall pay the yearly allotment of holidays as additional pay each pay period. The yearly holiday allotment shall be divided by the number of pay periods in the year and the resulting average number of hours shall be added to the employees pay.
- 16.9 Jury Duty. An employee summoned to and serving on jury duty shall submit evidence of the Summons to the Chief of Police. 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 Chief of Police. The employee shall be entitled to retain juror fees as reimbursement for expenses associated with jury duty.
- 16.10 Bereavement Leave. Bereavement leave with pay, not to exceed three (3) days from accrued sick leave, shall be granted full-time employees at the discretion of the Chief of Police. This shall be the maximum time allowable based on demonstrated need and shall be limited to death within the immediate family. The immediate family is defined as spouse/domestic partner, the employee's or spouse's/domestic partner's mother, father, brother, sister, , children, grandparents, and legal guardians. (Domestic Partnership as defined by State law.)
- 16.11 Family Medical Leave. Family-related medical leave shall be granted in accordance with Federal and State law, and resulting administrative provisions developed by the City. The City's current Family/Medical Leave policy is attached to this Agreement and adopted as an attachment.
- 16.12 Sick Leave. Employees shall be afforded the benefits, when eligible, pursuant to the California Family Rights Act and the U.S. Family and Medical Leave Act, and all regulations adopted thereunder.

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.

All regular full-time employees shall be credited with 3.69 hours of sick leave per pay period, or major fraction thereof. An employee who is absent because of illness may be required to file a written statement from his or her physician indicating the medical need and anticipated duration of the absence which then must have the approval of the Chief of Police before the employee is eligible to receive sick leave pay. If an absence because of illness or disability extends beyond three (3) consecutive workdays 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 verifying the need for and extent of sick leave required for the absence before the employee is eligible to receive sick leave pay.

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

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

- 16.12.1 Sick Leave Accrued Limit and Payoff for Employees hired prior to January 1, 2013. 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 nine hundred sixty (960) hours unused sick leave; further accumulation shall not be allowed. However, to encourage attendance at work and discourage the frivolous use of excess sick leave, employees with continuous employment of five (5) years or more 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 straight time rate.

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

In lieu of cash-out provisions described above, employees may convert accrued sick leave to CalPERS service credit upon retirement.

- 16.12.2 Sick Leave Accrual for Employees Hired on or after January 1, 2013. Employees may accrue sick leave without limit, but may not cash out unused sick leave. Instead, to encourage attendance at work and discourage the frivolous use of sick leave, employees may convert accrued sick leave to CalPERS service credit upon retirement.

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

- 16.12.4 Family Illness Leave. If an employee requests to be absent from duty because of illness in the employee's immediate family, which requires the employee's attendance, the Chief of Police may approve use of the employee's accrued sick leave not to exceed the equivalent of one-half of the employee's annual sick leave accrual amount (i.e., 48 hours), per the Fair Labor Standards Act. The immediate family is defined as spouse/registered domestic partner, the employee's or spouse's/registered domestic partner's mother, father, brother, sister, children, grandparents and legal guardians to the extent required by Labor Code section 233. (Domestic partnership as defined by State law.)

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

Civil subpoenas arising out of the employee's duties shall be respected in accordance with Government Code Section 68097, et seq. The party at whose request such a subpoena is issued for a civil case shall reimburse the City for the full cost incurred in paying the safety personnel their salary or other compensation and traveling expenses as provided for in this Section, for each day that such safety personnel is required to remain in attendance pursuant to such subpoena, as required by Government Code Section 68097, et seq. The amount of one hundred fifty dollars

(\$150) shall be deposited with the City, for which City shall issue a receipt prior to the issuance of a subpoena pursuant to this Section for each day.

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

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

16.14 Unauthorized Leave. Any employee who is absent from work without approved leave shall be subject to termination. The provisions of Section 16.2 relating to automatic resignation may also apply.

16.15 Catastrophic Leave Donation. Circumstances may arise where an employee or the employee's immediate family may suffer an unforeseen, unplanned 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:

A. Employee's Own Personal Extended Illness. An employee who is suffering from a serious illness or a serious accident (excluding Workers' Compensation claims) may be eligible for short term disability insurance and may have sick leave and vacation leave donated to cover the difference between payments received from the disability insurance company and the employees' full salary and to cover the cost of any insurance plan provided by the City.

B. Serious Illness or Injury of a Member of the Employee's Immediate Family. An employee whose immediate family member is suffering from a serious illness or injury may have leave donated to provide him/her with time off from work to care for that family member. Said donated leave will be used to continue the employee on payroll until said leave is exhausted.

C. Leave Donation Eligibility Procedures. The employee seeking leave donation must have exhausted all available sick leave, vacation leave and compensatory leave. 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.

D. Leave Donation Procedure. The donation of leave is voluntary and is irrevocable once donated. Employees wishing to donate leave will submit an authorization for transfer of leave form to the Human Resources office.

Employees may donate up to one day of accrued sick leave in excess of 96 hours in their own sick leave bank. "One day" is based on the hours of the donor's regular shift. Employees may also donate up to one day of accrued vacation time, based on the donor's regular shift. Authorizations to donate leave will be date-stamped and donated leave will be deposited into the requesting employee's sick leave bank as needed, on a "first-in/first-out" basis. Such leave can only be used for the purposes set forth in sections 16.15 A and 16.15 B above. Any donated leave not needed by the requesting employee will not be deducted from the donor's bank.

Donated leave will be credited to the receiving employee's sick or vacation leave bank (in the case of family sick), as appropriate, on an hour-for-hour basis. 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.

All donations will be maintained as confidential information.

ARTICLE 17

GRIEVANCE PROCEDURE

- 17.1 Matters Subject to Grievance Procedures. A grievance is a complaint by an employee or the employee's organization that the employee has been adversely affected due to a misinterpretation or misapplication of this Memorandum of Understanding. Disciplinary actions are subject only to the provisions of Article 15, and are not subject to the procedures of this Article.
- 17.2 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 division manager.
- 17.3 Formal Grievance Procedure. If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal grievance in writing to the division manager within five (5) regularly scheduled working days after the occurrence of the incident in the grievance. The division manager shall meet with the employee and/or the employee's designated representative within five (5) working days after the division manager's receipt of the written grievance. The division manager shall review the grievance and render a decision in writing and return it to the employee and/or the employee's designated representative within five (5) working days after meeting with the employee.
- 17.4 Appeal Procedures. If the employee does not agree with the decision reached by the division manager, the employee may present an appeal in writing to the Police Chief within five (5) working days after the employee's receipt of the division manager's decision. The appeal shall be signed and delivered to the Police Chief who shall set a meeting between the Police Chief and the employee and/or the employee's representative to discuss the grievance within ten (10) working days. Within seven (7) working days the Police Chief shall deliver a copy of the decision to the employee and/or the employee's representative and the division manager. Upon demand of the employee or the employee's representative, the decision of the Police Chief shall be subject to review by the City Manager, whose decision shall be final.
- 17.5 Extension of Time Limitations. All time limitations mentioned in the Grievance Procedure may be extended by mutual written agreement between the City and the employee.

ARTICLE 18
EMPLOYEE REPORTS AND RECORDS

- 18.1 Personnel File. The Personnel Officer shall maintain a personnel file for each employee of the City. Police Officer personnel records relating to complaints, investigations, and other matters deemed confidential under Evidence Code Section 1043 shall be maintained by the Chief of Police. Employees have the right to inspect the contents of their respective personnel files during a scheduled appointment.
- 18.2 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. 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. Confidentiality provisions established by Penal Code Section 832.7 and Evidence Code sections 1043 and 1045 shall be respected. Nothing herein shall preclude the use of any information in an employee's file in any phase of a disciplinary or probationary action. The City shall not be prevented from releasing other information under subpoena or under the Public Records Act when a proper request therefor is submitted, if the City Attorney advises that the requested information must be released.

ARTICLE 19
EDUCATION INCENTIVE

The City of Cathedral City encourages employees to further their educational goals and objectives by attending classes on their own time which are job related and of direct benefit to the City and when such costs are not reimbursed or paid for by other sources. The City shall partially reimburse the employee for actual expenses upon successful completion of the class or classes. Except with the approval of the City Manager, City vehicles will not be authorized for use for transportation to and from classes, nor will mileage allowance be provided.

The City will reimburse the employee for 80% of the incurred costs of tuition, books and fees, subject to a fiscal year maximum of \$4,000, and a lifetime maximum of \$6,000. Education pursuit up to one Bachelor's degree will be approved without proof of job relatedness. For work beyond a Bachelor's Degree, reimbursement will be made only if job-related.

ARTICLE 20
FRINGE BENEFITS

- 20.1 Insurance Plan. The City shall provide a cafeteria-type benefit program. All regular employees who are employed on a full-time basis (40 hours per week) shall be eligible to participate in such group insurance policies as are provided by the City. The cost of medical insurance coverage only, which the City chooses from time to time to provide, shall be borne entirely by the City for each employee.

The City shall bear the cost of medical insurance for an employee with one dependent and employee with more than one dependent coverage as long as an employee's dependents are eligible under the terms of the policy or policies authorized from time to time by the City Council (to the same extent as the City bears the cost of coverage for the employee) and as long as the employee does not select the most expensive coverage available. In the event an employee

selects the most expensive coverage, he or she shall be responsible for paying the difference between the cost of the most expensive coverage and the cost of the second most expensive coverage.

The City shall offer dental, vision, short-term disability and other coverage that the employee may voluntarily purchase through payroll deduction. An employee may choose a medical plan less expensive than the second-highest cost plan (or highest cost plan for employee-only) and use the remaining balance to pay for dental, vision and/or short-term disability insurance. Any unused funds shall remain with the City.

20.2 Public Employees Retirement System. The Public Employees Retirement System (PERS) contract with the City shall provide a designated retirement benefit for sworn officers of the CCPOA. All unit members are provided the CalPERS 1959 survivor benefit.

20.2.1 All members of the CCPOA shall pay their full CalPERS member contribution at the rate determined by CalPERS. Classic members' member contribution shall not exceed 9%.

20.2.2 Employees Hired Prior to January 1, 2013 and "Classic" Employees: The Public Employees' Retirement System (PERS) contract provides the 3%@55 retirement formula with single highest year compensation consideration for sworn officers of the CCPOA.

20.2.3 PEPRAs/New-to-CalPERS Employees: The California Public Employees' Pension Reform Act of 2013 (PEPRA) and the CalPERS contract with the City establish retirement provisions for all PEPRA/new-to-CalPERS sworn officers of the CCPOA at the 2.7%@57 retirement formula with three-year average compensation consideration.

20.3 Uniform/Equipment Allowance. Uniform/equipment allowance shall be paid to sworn employees of the CCPOA at the rate of \$120.00 per month for purchase, maintenance and replacement of uniforms and equipment. Effective the first pay period following July 1, 2016, an additional \$15 per month shall be paid by the City as a non-PERSable uniform allowance.

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

20.4 Deferred Compensation. The City provides a deferred compensation plan for employees under which the City shall match an employee's contribution up to \$46.16 per pay period.

20.5 Short Term and Long Term Disability Income. Non-industrial disability income is provided by the City through long term disability insurance. Optional short term disability insurance is available per Article 20.1.

20.6 Retiree Health Insurance. Employees covered by this Agreement retiring from City employment who are taking a qualified retirement under the PERS system may elect within 120 day of separation from the City to participate in such group health insurance policies as are provided by the City under the following conditions:

20.6.1 Employees Hired Prior to January 1, 2013: All such retired unit members shall be eligible for a City-paid contribution equivalent to the current amount provided to active unit members.

20.6.2 Classic and PEPRA/New-to-CalPERS Employees: The percentage of employer contribution payable for retirement health benefits shall be consistent with the following table:

Credit Years of Service with the City	Percentage of Employer Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

20.7 Officer Killed in the Line of Duty. The City shall pay the cost of dependent medical, dental and vision insurance premiums for the eligible dependents of an officer killed in the line of duty. Such benefits shall cease for the surviving spouse upon his or her remarriage or eligibility to receive Medicare, whichever occurs first. Such benefits shall cease for dependents when they reach age twenty-six (26). For purposes of this Section, the term “dependent” shall mean the son, daughter, step-son or step-daughter for which an officer is legally responsible.

20.8 Personal Security. An officer who is wounded or seriously injured as the result of a criminal act by another during an incident arising from or directly related to the performance of his/her law enforcement duties shall, upon the determination of the ranking officer in charge or upon reasonable request that an imminent threat exists and approval of his/her division commander, be provided with a sworn peace officer guard during his/her period of hospitalization until such time as it is determined that a threat to the officer’s safety no longer exists.

ARTICLE 21
SHIFT SELECTION; WORK SCHEDULING

21.1 Alternate Work Schedule. An alternate work schedule, based upon a 3/12 plan, will be developed for those police individuals of the Association assigned to patrol provided that no additional costs are anticipated to be borne by the City thereby. Alternate work schedules will be developed for other police members of the Association. Operations special details will be based on a 4/10 or 9/80, but not a 5/8. The proposed twelve-hour shifts shall be scheduled as 0600 to 1800 (a.m.) and 1800 to 0600 (p.m.), with the provision that the start/end time for the a.m. shift can fluctuate within two hours and the start/end time for the p.m. shift can fluctuate within four hours, depending on operational needs. However, motorcycle patrols will remain on a 4/10 or other alternate schedule at the discretion of the Chief of Police. Lunch would be included in the schedule except for division managers.

Investigations and K-9 will remain on a 9/80, or another alternate schedule plan if the 3/12 program for patrols is canceled.

- 21.2 Longevity Pool. A longevity pool shall be established which shall give experienced officers, on the basis of seniority, priority in shift selection. In order to be placed in the longevity pool an employee must have been employed by this department as a police officer for at least three (3) years.

A Field Training Officer will be assigned to each shift/watch. A probationary employee may not serve a Field Training Officer. Employees shall meet the P.O.S.T. requirements for Field Training Officers, shall have at least three (3) years law enforcement experience and shall have at least eighteen (18) months patrol duty experience. Field Training Officers' compensation for such duties shall be increased by 5% of salary.

Based on the operational needs of the Department, the POA agrees to support shift scheduling whereby after four (4) consecutive rotations the officers, by seniority, will select another shift which is the opposite time of day. Any shift selection may be rejected for substantial performance reasons, which shall be communicated in writing to the affected employee. By definition "Shift" will be "A.M." or "P.M."; "A.M." being 0600 to 1800 hours and "P.M." being 1800 to 0600 hours. Specialized assignments such as canine and traffic will not be part of this shift selection program.

The department will post shift assignments for sign-up thirty (30) days prior to the shift with assignments to be finalized ten (10) days prior to the shift starting. Officers not selecting shifts within the sign-up period will have shifts assigned by the Operations Division Manager. Shift rotation will be based on four (4) month tours: January-April, May-August, and September-December. Vacation scheduling will be posted based on a calendar year, "first come, first served." Vacation/time off is typically limited to one officer off a designated team at one time, unless approved by the Division Manager or designee. Whenever possible, however, a second officer may be allowed vacation/time off a designated team. Vacation/time off for a second officer from a designated team shall be contingent upon the following criteria:

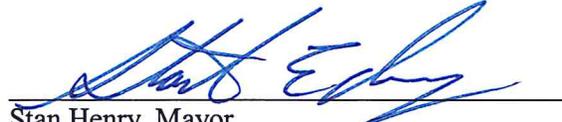
- 21.2.1 The City has not received a request for compensatory time off from another officer from a designated team;
- 21.2.2 Allowing the second officer to take vacation/time off will not reduce the number of officers on a designated team to drop below minimum staffing levels;
- 21.2.3 There are no compelling issues or events occurring during the second officer's requested vacation/time off which would necessitate the second officer to work; and,
- 21.2.4 If the second officer submits a vacation request well in advance of the requested time off, the City will notify the second officer regarding approval or denial of the request thirty (30) days prior to the requested time off.

ARTICLE 22
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.

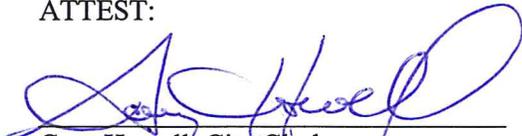
Pursuant to Government Code Section 3505.1, this Memorandum of Understanding has been jointly prepared by the representatives of the City of Cathedral City and of CCPOA who agree that it shall be presented to the City Council of the City of Cathedral City for its consideration. We recognize that this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

APPROVED BY THE CITY COUNCIL


Stan Henry, Mayor

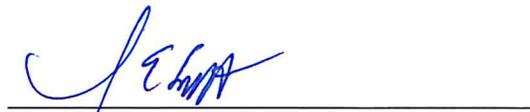
Executed this 8th day of June, 2016.

ATTEST:


Gary Howell, City Clerk

CITY OF CATHEDRAL CITY


Charles P. McClendon, City Manager


Tami E. Scott, Admin Services Dir.


Sylvia A. Zelnys, HR Manager


M. Eugenia Torres, HR Coordinator

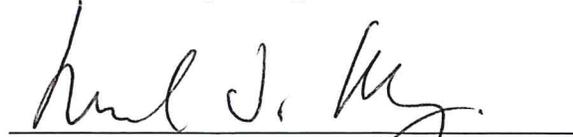
CATHEDRAL CITY
POLICE OFFICERS ASSOCIATION


Mark Robles, President


Nathaniel Hanley, Vice President


Brian Barkley, Treasurer


Daniel Anes, Negotiating Team Member


Michael D. McCoy, CCPOA Chief Negotiator


Mike Valentich, CCPOA Representative



City of Cathedral City

Family Care and Medical Leave Policy

I. STATEMENT OF POLICY

To the extent not already provided for under current leave policies and provisions, the City of Cathedral City will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (“FMLA”), Pregnancy Disability Leave (PDL) and the regulations of the California Family Rights Act (“CFRA”). Unless otherwise provided by this article, “Leave” under this article shall mean leave pursuant to the FMLA, PDL, and CFRA.

II. DEFINITIONS

- A. “12-Month Period” – means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- B. “Child” – means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild.
- C. “Parent” – means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- D. “Spouse” – means a husband or wife as defined or recognized under California State law for purposes of marriage.
- E. “Domestic partner,” – as defined by Family Code §§ 297 and 299.2, shall have the same meaning as “Spouse” for purposes of CFRA Leave.
- F. “Serious health condition” – means an illness, injury impairment, or physical or mental condition that involves:
 - 1. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery there from); or
 - 2. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - a) A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to a serious health condition of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

- i) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
 - ii) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
- b) Any period of incapacity due to pregnancy or for prenatal care. (This entitles the employee to FMLA leave, but not CFRA leave. Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.)
 - c) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - i. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - iii. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc). Absences for such incapacity qualify for leave even if the absence lasts only one day.
 - d) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
 - e) Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

G. "Health Care Provider" means:

1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
2. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
3. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State Law;
4. Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California state law;
5. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and

6. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.
- H. "Active Duty" means a duty under a call to order of active, retired, reserves, or national guard members of the United States Armed Forces by law or any other provision of law during a war or national emergency declared by the President or Congress.
- I. "Contingency Operation" – means a military operation that (1) is designated by the Secretary of Defense as an operation in which members of the United States Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (2) results in the call to order of active duty members of the United States Armed Forces by law or any other provision of law during a war or national emergency declared by the President or Congress.
- J. "Covered Service member" – means a member of the United States Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, in otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- K. "Outpatient Status" means the status of a member of the United States Armed Forces assigned to: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- L. "Next of Kin" – means the nearest blood relative of an injured service member.
- M. "Serious Injury or Illness" means an injury or illness incurred by a member of the Armed Forces in the line of duty on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

III. REASON FOR LEAVE

Leave is only permitted for the following reasons:

- A. The birth of a child or to care for a newborn of an employee;
- B. The placement of a child with an employee in connection with the adoption or foster care of a child;
- C. Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition;
- D. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

- E. Leave for a “qualifying exigency” may be taken arising out of the fact that an employee’s spouse, son, daughter, or parent is on active military duty or has been notified of an impending call or order to active duty in support of a contingency operation involving the United States Armed Forces; or
- F. Leave to care for a spouse, son, daughter, parent, or “next of kin” service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty (this leave can run up to 26 weeks of unpaid leave during an employer’s 12-month period).

IV. EMPLOYEES ELIGIBLE FOR LEAVE

An employee is eligible for leave if the employee:

- A. Has been employed for at least 12 months; and
- B. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

V. AMOUNT OF LEAVE

Eligible employees are entitled to a total of 12 workweeks (or 26 weeks to care for an injured service member) of leave during any 12-month period.

A. Minimum Duration of Leave

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.

If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

B. Spouses Both Employed By The City of Cathedral City

In any case in which a husband and wife both employed the City of Cathedral City are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees’ child (i.e., bonding leave).

In any case in which a husband and wife both employed by the City of Cathedral City are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 26 workweeks during any 12-month period if leave is taken to care for an injured service member. Except as noted above, this limitation does not apply to any other type of leave under this policy.

VI. EMPLOYEE BENEFITS WHILE ON LEAVE

Leave under this policy may be paid or unpaid. While on leave, employees will continue to be covered by the City of Cathedral City's group health insurance to the same extent that coverage is provided while the employee is on the job.

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the City of Cathedral City shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. The City of Cathedral City shall have the right to recover premiums through deduction from any sums due the city of Cathedral City (e.g. unpaid wages, vacation pay, etc.).

VII. SUBSTITUTION OF PAID ACCRUED LEAVES

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leave. Similarly, the City of Cathedral City may require an employee to concurrently use paid accrued leave after requesting FMLA and/or CFRA leave, and may also require an employee to use family and medical care leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

A. Employee's Right To Use Paid Accrued Leaves Concurrently With Family Leave

Where an employee has earned or accrued paid vacation, compensatory time, or personal or sick leave, that paid leave may be substituted for all or part of any (otherwise) unpaid leave under this policy.

As for sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if:

1. The leave is for the employee's own serious health condition; or
2. The leave is needed to care for a parent, spouse, child, or domestic partner with a serious health condition, and would be permitted as sick leave under the City of Cathedral City's sick leave policy.

B. City of Cathedral City's Right to Require An Employee To Use Paid Leave When Using FMLA/CFRA Leave

1. Employees are not required to use accrued compensatory time earned in lieu of overtime earned pursuant to the Fair Labor Standards Act; and
2. Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition.

C. City of Cathedral City's Right To Require An Employee To Exhaust FMLA/CFRA Leave Concurrently With Other Leaves

If an employee takes a leave of absence for any reason which is FMLA/CFRA-qualifying, the City of Cathedral City may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement. The only exception is for peace officers and firefighters who are on leave pursuant to Labor Code § 4850.

D. City of Cathedral City's and Employee's Rights If An Employee Requests Accrued Leave Without Mentioning Either the FMLA or CFRA

If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA-qualifying purpose, the City of Cathedral City may not ask the employee if the leave is for a FMLA/CFRA-qualifying purpose. However, if the City of Cathedral City denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA-qualifying purpose, the City of Cathedral City may inquire further into the reason for the absence. If the reason is FMLA/CFRA-qualifying, the City of Cathedral City may require the employee to use accrued leave as described above.

VIII. MEDICAL CERTIFICATION

Employees who request leave for their own serious health condition or to care for a child, parent or spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by the City of Cathedral City.

If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.

Employees who request leave to care for an injured service member who is a child, spouse, parent, or "next of kin" of the employee must provide written certification from a health care provider regarding the injured service member's serious injury or illness.

A. Time To Provide A Certification

When an employee's leave is foreseeable and at least 30 days notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the City of Cathedral City within the time frame requested by the City of Cathedral City (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

B. Consequences For Failure To Provide An Adequate Or Timely Certification

If an employee provides an incomplete medical certification the employee will be given a reasonable opportunity to cure any such deficiency.

However, if an employee fails to provide a medical certification within the time frame established by this policy, the City of Cathedral City may delay the taking of FMLA/CFRA leave until the required certification is provided.

C. Recertification

If the City of Cathedral City has reason to doubt the validity of a certification, the City of Cathedral City may require a medical opinion of a second health care provider chosen and paid for by the City of Cathedral City. If the second opinion is different from the first, the City of Cathedral City may require the opinion of a third provider jointly approved by the City of Cathedral City and the employee, but paid for by the City of Cathedral City. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.

D. Intermittent Leave Or Leave On A Reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition {"serious health condition"}, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

IX. EMPLOYEE NOTICE OF LEAVE

Although the City of Cathedral City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 day's notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If the City of Cathedral City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City of Cathedral City may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

X. REINSTATEMENT UPON RETURN FROM LEAVE

A. Right To Reinstatement

Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and City of Cathedral City, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

B. Employee's Obligation To Periodically Report On His/Her Condition

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

C. Fitness-for-Duty Certification

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her, job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

D. Reinstatement of "Key Employees"

The City of Cathedral City may deny reinstatement to a "key" employee (i.e., an employee who is amongst the highest paid 10 percent of all employed by the City of Cathedral City within 75 miles of the work site) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the City of Cathedral City, and the employee is notified of the City of Cathedral City's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.

XI. REQUIRMENTS

Provide your Department Head and Human Resources with sufficient time of your need to take FMLA.