Cathedral City

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF CATHEDRAL CITY

AND

CATHEDRAL CITY FIRE MANAGEMENT ASSOCIATION (CCFMA)

2015 - 2019

January 1, 2015 – December 31, 2019

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2015-2019

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CITY OF CATHEDRAL CITY FAMILY CARE AND MEDICAL LEAVE POLICY

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

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

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

> All full-time sworn employees of the Cathedral City Fire Department of the rank of Fire Captain and above, except the Fire Chief.

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

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

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

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

All employees who are covered by this Agreement and who are members of CCFMA shall continue and maintain their membership in CCFMA for the duration of this Agreement. CCFMA agrees to enforce this provision and to indemnify and hold harmless the City, its officers and employees, from all liabilities and/or damages arising from the operation of this section.

ARTICLE 2
SEVERABILITY

It is understood and agreed by the parties that this MOU is subject to all present and future applicable Federal and State laws and regulations, and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. The parties hereto have bargained with regards to some provisions which are covered by the Fair Labor Standards Act, and, to the extent that the Fair Labor Standards Act permits employers and employee groups to contract for modification of the procedures otherwise utilized under the Fair Labor Standards Act, and to the extent that such modification is authorized by Federal law, the parties intend that this contract shall take precedence over the provisions of the Fair Labor Standards Act. If any part of this Agreement is in conflict or is found to be inconsistent with such applicable provisions of State or Federal law or regulation, or otherwise found to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended, and the provisions of the applicable laws and regulations shall prevail; in such

event, however, the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

ARTICLE 3
STRIKES AND/OR JOB ACTIONS

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

ARTICLE 4
SUCCESSOR NEGOTIATIONS

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

ARTICLE 5
TERM

The term of this Agreement shall be from January 1, 2015 through December 31, 2019.

ARTICLE 6
GENERAL PROVISIONS

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

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

6.2.1 Intoxicating Substances. Employees shall avoid using intoxicating substances at least two (2) hours prior to reporting to the scheduled work shift and at any time during the work day, including lunch or dinner breaks, except when necessary to conduct an approved investigation. Employees shall not have in their possession any intoxicating substances while on duty, unless the possession of such substances is in the course of their duties. No employee shall be on duty while impaired for the performance of duty or under the influence of alcohol, any unlawful drug or any controlled substances, or otherwise be in violation of the department's drug and alcohol policy.

6.2.2 Safety Equipment. Any safety equipment required by the City or by OSHA regulations shall be provided and replaced by the City; an employee will be responsible for replacement of equipment damaged through abuse.

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

6.4 Inconsistent Employee Activities. In making a determination as to the consistency or inconsistency of outside activities, the department head or appointing power shall consider, among other pertinent factors, whether the activity:

a. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course of his or her City employment as a part of his or her duties as a City employee; or,

b. Involves conditions or factors which would be incompatible or in conflict with the duties, functions or responsibilities of the employee in his or her regular City employment; or,

c. Involves the performance of an act in other than his or her capacity as a local agency officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee or the agency by which he or she is employed; or,

d. Involves such time demands as would render performance of his or her duties as a local agency officer or employee less efficient; or,

e. Involves the use for private gain or advantage of City time, facilities, equipment and supplies, prestige, influence, or confidential information of one's City office or employment; or,

f. Involves the solicitation of future employment with a business having business transactions with the City over which the employee has some control or influence in his or her official capacity at the time of the transaction.

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

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

a. Use of office, authority or influence to obtain change in position or compensation. No employee shall, directly or indirectly, use, promise, threaten or attempt to use his or her office, authority or influence, to secure, or to obstruct or prevent another person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within the City, upon the condition that his or her vote or another's vote, influence or action shall be given or used on behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition or consideration. (Government Code Section 3204.)

b. Soliciting political funds or contributions from other officers or employees. No employee shall directly or indirectly solicit political funds or contributions from other employees of the City. The employee, however, is not prohibited from communicating through the mail or by other means, requests for political funds or contributions to a significant segment of the public which may include officers or employees of the City. (Government Code Section 3205.)

c. No employee shall engage in political activity during working hours nor engage in political activities at any time on City premises. (Government Code Section 3207.)

d. No employee of the City may engage, during his or her working hours, in the solicitation or receipt of political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service or other working conditions of the employees of the City; nor shall entry be permitted into the workplace during working hours for those purposes. (Government Code Section 3209.)

e. Employees, the City and CCFMA shall in all other respects comply with the provisions of Government Code sections 3201-3209.

6.7 Criminal Conviction – Ineligibility for Employment. Except as otherwise hereinafter provided, no person convicted of a felony, or of a misdemeanor involving moral turpitude, shall be eligible for employment in the service of the City; provided, however, that the City Manager may disregard such conviction, if he or she finds and determines that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of the person at the time of conviction, or the fact that performing within the classification applied for would not be affected by the conviction.

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

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

6.9 Organized Mess. All members assigned to a fire station shall participate in an organized mess for the consumption of meals while on duty. Participation shall be at a charge equal to the value of the meal irrespective of whether the employee chooses to eat the

meal. Members may be exempted for medical, religious or weight reduction reasons. Otherwise, participation is mandatory.

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

ARTICLE 7
MANAGEMENT RIGHTS

7.1 Exclusive Control of Certain Aspects. The City of Cathedral City retains all its exclusive rights and authority under State law, and expressly and exclusively retains its management rights and to exercise its management rights without the obligation to meet and confer over the decision to exercise any retained management rights, which include, but not be limited to:

a. the exclusive right to determine the mission of its constituent departments, commissions, and boards;

b. set standards and levels of service;

c. determine the procedures and standards of selection for employment and promotions;

d. direct its employees;

e. establish and enforce dress and grooming standards;

f. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;

g. maintain the efficiency of governmental operations;

h. determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;

i. determine the content and intent of job classifications;

j. determine methods of financing;

k. determine style and/or types of City-issued wearing apparel, equipment or technology to be used;

l. determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;

m. determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;

n. assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;

o. establish and modify productivity and performance programs and standards;

p. discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;

q. establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and

r. exercise complete control and discretion over its organization and the technology of performing its work.

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

ARTICLE 8
COMPENSATION

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

A. 2.5% effective following 01/01/2015
B. 4.5% effective following 07/01/2015
C. 4.0% effective following 01/01/2016
D. For increases following 07/01/2017 and 07/01/2018, Consumer Price Index (CPI)* not less than 1.0% and not greater than 4.0% as published for the 12-month period concluding April 2017 and 2018, respectively.

* CPI-U for all Urban Wage Earners for the Los Angeles-Riverside-Orange County area

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

a. Advancement to a next higher merit increase step may be made after a twelve (12) month interval from the hire date or from the effective date of the employee's last increase, and for continued satisfactory service. A merit increase based on educational or chief officer certification shall not change the otherwise effective merit review date.

b. At the time of each employee's next merit review, as extended, advancement to a next higher merit increase step may be made. Thereafter, advance to a next higher merit step increase may be made after a twelve (12) month interval from the hire date or the date of the last merit increase, whichever is most recent, for continued satisfactory service.

c. Except for the extension of the merit review date as specified in subparagraph a, advancement to the next higher merit increase step shall not be automatic. Such salary increase or denial of salary increase shall require the specific recommendation, through a performance evaluation, of the employee's department head and the approval of the Personnel Director. When an employee is denied an increase, he or she may be reconsidered for such advancement at any subsequent time with a satisfactory performance evaluation.

d. Except for the extension of the merit review date as specified in subparagraph a, advancement to merit steps 6 and above may occur after two (2) years satisfactory service in the next preceding step in the respective salary range. Any such advancement shall be granted only as a result of a written evaluation of

continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of his or her position.

e. For employees hired prior to January 7, 2015 only, a 7.5% longevity pay adjustment shall occur after fifteen (15) years of City employment; an additional 5% longevity pay adjustment shall occur after twenty (20) years; and an additional 2.5% longevity pay adjustment shall occur after twenty-five (25) years of City employment. Employees hired on or after January 7, 2015 are not eligible.)

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

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

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

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

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

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

8.7 Salary on Position Reclassification. When an employee in the classified service is reclassified to a lower classification, the employee shall retain his or her rate of pay and his or her merit review date or shall be placed in the step of the lower salary range closest to the employee's salary rate. If the last step of the salary range of the lower job class is lower than the employee's salary rate, the current salary step shall be identified as Step "Y" because of a downward reclassification, and the employee shall remain in the Step "Y" until such time as his or her job is assigned to a salary range in which the

highest step is equivalent to or higher than the Step "Y", at which time the employee shall be placed in the next higher step. Such employee shall not receive annual or other periodic salary adjustments until such time as Step "Y" is equivalent to or less than the highest step of the salary range of the employee's reclassified position. When an employee is reclassified to an equivalent classification, the employee shall retain his or her salary rate and merit review date. When an employee is reclassified to a higher classification, the employee shall be placed on Step A in the new higher range or placed at the step which is a minimum 5% salary increase for the employee, not to exceed the highest merit increase step of the new range. The employee's merit review date shall change to the effective date of the reclassification for consideration in subsequent years.

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

8.9 Overtime. A department head may require an employee to work beyond the employee's regular hours of employment. Any overtime hours worked by Fire Captains, Fire Battalion Chiefs and Division Chiefs will be paid for at the usual time and one-half rate or, except for Fire Captains working twenty-four (24) hour shifts, compensatory time may be taken if the maximum accrual will not be exceeded (see Section 12.8).

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

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

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

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

8.13 Compensation for Layoff. An employee who is terminated from the classified service of the City as a result of a layoff shall be paid for accrued vacation and accrued overtime. Payment shall also be made under the provisions of Section 12.14, if a laid off employee has three (3) or more years of employment with the City. Accrued sick leave shall be restored to an employee if the employee is re-employed within one (1) year. Should an employee be re-employed in the formerly held position, the employee shall be placed at the same salary step as when the layoff occurred. No credit shall be received toward a step increase or seniority during the period of layoff.

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

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

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

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

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

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

8.17 Bilingual Pay. Employees who have the ability to fluently converse in a second language may be designated as a bilingual employee required to use their skills as a part of their City employment. This designation must be made by the Fire Chief or designee and approved by the City Manager or designee in writing. Designated employees shall receive a lump sum payment in the amount of $208.00 on or before July 1 of each year. In addition, such employees shall receive bilingual compensation of $0.50 per hour unless or until said compensation is voluntarily eliminated by the employee or the employee becomes ineligible. Eligible employees must successfully complete an initial assessment and subsequent annual assessments to receive such designation.

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

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

8.20 Correcting Errors in Salary Rate and Other Provisions. Should an employee be paid on the basis of a higher step in the salary range for his or her class than that 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 of the overpayment caused by said error shall be made by one of the following methods or a combination thereof:

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

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

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

8.22 Certification and Education Incentives.

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

Fire Captains hired prior to November 25, 2012 who possess a Bachelor of Arts or Bachelor of Science degree or a Chief Officer certificate shall be compensated five percent (5%) of base salary. Members hired on or after November 25, 2012 and those not already holding a Chief Officer certificate must meet State Fire Marshall educational and experience requirements for Chief Officer as most recently published by the State Fire Marshall at the time of submission (January 2015, Associate Degree or higher, five (5) years' full-time paid experience in a California Fire Department as a fire fighter performing suppression duties and having two (2) years' experience at the officer level).

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

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

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

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

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

ARTICLE 9
RECRUITMENT AND SELECTION

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

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

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

9.4 Return to City Service. An employee who returns to City service in the same PERS membership class following a separation of any length shall retain the same Tier designation they held upon separation.

ARTICLE 10
PROBATION

10.1 Probation Period. The initial probationary period for full-time employees of the City covered by this Agreement is twelve (12) months. Any employee promoted to a higher level shall serve a probationary period of twelve (12) months before the promotion is final.

10.2 Probation on Reinstatement. Except as otherwise provided in a written agreement, a reinstated employee serves a new probationary period of six (6) months. Reinstatements will not be permanent until the successful completion of this probationary period.

10.3 Objective of Probationary Period. The work and conduct of probationary employees shall be subject to close scrutiny and evaluation. The probationary period shall be regarded as a part of the training and examination process and shall be used for securing the most effective adjustment of a new employee to a position.

10.4 Satisfactory Completion of Probation Period. If a probationary employee's probation period has been satisfactory, and advancement to regular status is warranted, the department head shall so recommend on a Personnel Action Form together with a performance evaluation submitted to the Human Resources Manager. The City Manager, upon receipt of these documents, may authorize the end of the employee's probationary period by the execution of a Personnel Action Form. The employee shall only then be advanced to regular status upon completion of the probationary period.

10.5 Unsuccessful Probation Period. If a probationary employee's initial probation period has not been satisfactory, it shall be so stated in a Personnel Action Form. The City Manager, by signing the Personnel Action Form, may authorize the release of the employee without cause and without the right of appeal or grievance, unless otherwise required by law, except that a probationary promotional employee shall be returned to the position from which he or she had been promoted. Notification of failure of probation or other action shall be in writing and shall be given to the probationary employee prior to release from employment for any initial probationary employee, or return to the former position for a promotional probationary employee.

10.6 Unsuccessful Reinstatement Probation. If a probationary employee's performance following reinstatement has not been satisfactory, it shall be so stated in a performance evaluation. In cases involving reinstatement, the City Manager, upon receipt of a performance evaluation, may authorize the release of the employee under the provisions of Section 10.5.

10.7 Probation Following Layoff. Employees laid off while on probation must serve a new probationary period following re-employment.

ARTICLE 11
EMPLOYEE LAYOFF PROCEDURES

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

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

a. Temporary, interim and probationary employees within the unit shall be laid off prior to the layoff of any regular employee in the same classification.

b. There shall be "bumping" rights within the CCFMA and CCPFA membership such that individuals in higher-ranking positions, if meeting Bona Fide Occupational Qualifications (BFOQ) for that class, may "bump" into a lower rank if layoffs occur. The individual bumping must have previously held a position in the lower rank with the Cathedral City Fire Department. If any member is bumped into a lower position and had not completed probation, then that member must complete the probation for that rank; however, the employee is still considered a permanent employee for purposes of bumping.

c. Seniority in a member's "bumped" class shall consist of time in rank from the previous class, plus time in class from the last previously held class. (Example: Engineer with five years in class plus five years in class as Captain brings ten years of seniority to the bumped class.) The member "bumping" back must meet the BFOQ for the class into which he/she is bumping.

d. Any member who is "bumped" down will have the first right to "bump back" to the original position they were "bumped" from, regardless of any current promotional lists established. The member "bumping back" must meet the BFOQ for the class into which he/she is bumping.

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

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

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

11.5 Reinstatement List. In the event of layoff of permanent employees, the employee shall be carried for up to one (1) year on a reinstatement list and the City shall be obliged to

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

ARTICLE 12
ATTENDANCE AND LEAVES

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

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

the City shall have the burden to establish that the absence was in fact unauthorized and that the department head reasonably believed the employee had abandoned his or her employment.

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

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

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

12.3.2 Work Schedule: Fire Captains. The work schedule for Fire Captains working a 24-hour shift is a "48/96" schedule under which fire Captains will work forty-eight (48) consecutive hours, followed by ninety-six (96) consecutive hours off from work.

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

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

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

Such a leave shall generally be without pay, provided that the City Manager shall have discretion to grant pay for the first fifteen (15) consecutive work days. Any employee on an approved leave of absence shall accrue no vacation and no sick leave after fifteen (15) consecutive work days. City contributions to retirement and medical plans shall be suspended until the employee is reinstated. An employee who is on leave of absence shall be responsible for reimbursing the City for any payroll deductions that the employee has authorized. An employee reinstated after a leave of absence shall receive the same step in the salary range the employee received when the leave of absence began. Time spent on such leave shall not count towards service for increases within the salary range or benefit accruals. The employee's anniversary shall be set forward in time one month for each thirty (30) consecutive calendar days taken. The employee shall retain accumulated vacation credits, sick leave credits, and other similar

credits; however, such credits or seniority shall not accrue to a person granted such leave during the period of absence. When an employee is granted a leave of absence without pay, the City shall discontinue payment of medical and other similar insurance premiums for the employee and dependents. At the time the employee requests a leave of absence, the employee may pre-pay the insurance premiums by depositing funds with the Finance Department prior to the expiration of coverage, provided that such a continuation of coverage is authorized by the City's contract for medical insurance.

12.6 Military Duty. Military leave of absence shall be granted in accordance with State and Federal law, and resulting administrative provisions developed by the City.

12.7 Vacation Leave.

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

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

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

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

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

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

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

12.7.3 Holidays or Illness within Vacation Period. Holidays falling within the vacation period shall not be considered as part of the employee's vacation and shall not

be charged against vacation credits. Illness during a vacation period shall not be considered as sick leave, unless confirmed by a physician's statement and approved by the City Manager.

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

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

12.7.6 Fire Department Vacation Policy. All fire department bargaining unit members may, in a particular year, utilize an amount of accrued vacation time equal to the number of hours he/she will earn during that particular year. Utilization of such vacation time shall not be dependent upon the Department's need to fill overtime. If, however, a Fire Captain wishes to use an amount of vacation time greater than the total number of hours accruable in a given year, the Department's need to use overtime to cover his/her position may be considered.

12.8 Compensatory Time Off. Fire Captains may not receive comp time, but will be paid overtime, for the purposes of FLSA, for all hours worked exceeding 192 during the 24-day work cycle (Article 8.9). All hours are to be considered "hours worked" with the only exception of sick leave, for the purpose of calculating overtime rate of pay, for hours in excess of a regular schedule. CCFMA Battalion Chiefs and Division Chiefs working twenty-four (24) hour shifts shall be authorized to accumulate up to 112 hours of compensatory time. Those Battalion Chiefs and Divisions Chiefs not working a 24-hour shift shall be allowed to accumulate up to 100 hours of comp time. The accumulation of such hours shall be in accordance with the rules established by the Fire Chief. If a Battalion Chief and Division Chief working twenty-four (24) hour shifts has more than 112 hours of "comp" time on the books, over-time work shall be paid. Any comp time in excess of 80 hours not used by July 1 of each year will be cashed out down to 80 hours. Each November, at the option of the employee in writing, all unused "comp" time on the City's records may be cashed out. The City recognizes the vested nature of such accumulated hours. The use of compensatory time off shall be taken by the employee, if the employee so elects, only at a time satisfactory to the department head as not unduly disrupting the department's operations. (Replacing the employee taking comp time with another employee at overtime rates shall not in and of itself be deemed to unduly disrupt department operations.)

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

a. January 1 (New Year's Day)
b. February 12 (Lincoln's Birthday)
c. Third Monday in February (Washington's Birthday)
d. Last Monday in May (Memorial Day)
e. July 4 (Independence Day)
f. First Monday in September (Labor Day)
g. November 11 (Veterans Day)
h. Fourth Thursday in November (Thanksgiving Day)
i. Friday following Thanksgiving Day
j. December 25 (Christmas Day)

k. In addition, employees shall be credited with 2 floating holidays, with the first day credited January 1, and the second day credited September 1.

l. Any day declared to be a holiday by proclamation of the Mayor.

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

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

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

12.9.2 Holidays on Weekend Days. Holidays falling on Sunday will be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday.

12.9.3 Holidays – Extra Pay – Generally. Employees covered by this agreement except employees working 24-hour shifts, shall receive compensation for holidays equal to the number of hours in his/her regular shift, paid at straight time. The City shall pay the yearly allotment of holidays as additional pay each pay period. The yearly holiday allotment shall be divided by the number of pay periods in the year and the resulting average number of hours shall be added to the employee's pay.

12.9.4 Holidays – Extra Pay – 24-Hour Shift Employees shall receive twelve (12) hours for each holiday, paid at straight time. The City shall pay the yearly allotment of holidays as additional pay each pay period. The yearly holiday allotment shall be divided by the number of pay periods in the year and the resulting average number of hours shall be added to the employee's pay.

12.10 Jury Duty. An employee summoned to and serving on jury duty shall submit evidence of the Summons to the department head. The employee may be absent from duty with pay for time required to be away from the employee's regularly scheduled work hours. An employee who is released by the court from jury duty on any regularly scheduled work day shall return to work to complete any remaining portion of regularly scheduled work hours unless otherwise excused by the department head. The employee shall be entitled to retain juror fees as reimbursement for expenses associated with jury duty. Employees working rotational shifts such as swing or grave, who are summoned for jury duty, shall request an exemption from or a postponement of such jury duty. If that request is denied, the City, the department, and the employees association shall join in efforts to obtain the exemption or postponement. If the request is still denied, the situation will be addressed on a case-by-case basis. Those employees who work shifts slightly off the normal jury duty scheduled will have their shifts adjusted to match that of jury duty.

12.11 Bereavement Leave. Bereavement leave with pay, not to exceed three (3) days per year, shall be allowed for full-time employees, except Fire Captains, Battalion Chiefs and Division Chiefs who work twenty-four (24) hour shifts, at the discretion of the City Manager. Bereavement leave with pay for Fire Captains, Battalion Chiefs and Division Chiefs who work twenty-four (24) hour shifts, not exceeding seventy-two (72) hours, shall be granted, at the discretion of the City Manager. If the employee needs additional time off due to the death of a member of the employee's immediate family, said time off shall be taken from the employee's accrued sick leave.

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

12.12 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 Attachment 1.

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

All regular full-time employees working a 40-hour week shall be credited with 3.69 hours of sick leave per pay period, or major fraction thereof. Fire Captains, Battalion Chiefs and Division Chiefs working twenty-four (24) hour shift assignments shall be credited with 5.54 hours per pay period or major fraction thereof. Accrued sick leave may be used for illness of the employee or physical incapacity of the employee, or for physical examinations, including eyes, dentist appointments or other commonly accepted health related matters.

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

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

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

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

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

12.14 Sick Leave Accrued Limit and Payoff.

Tier One Employees. Any unused portion of accumulated sick leave may be carried over into the next calendar year provided, however, an employee's accumulated sick leave may not exceed 960 hours (1440 hours for Fire Captains, Battalion Chiefs and Division Chiefs working twenty-four (24) hour shifts) unused sick leave; sick leave over the maximum will be paid out in November of each year. However, to encourage attendance at work and discourage the frivolous use of excess sick leave, employees with continuous employment of five (5) years or more may receive a payment in cash of 25% of unused sick leave when they resign or retire.

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

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

Employees hired on or after November 25, 2012 may accrue sick leave without limit, but may not cash out unused sick leave.

12.15 Sick Leave Conversion. Tier One employees (hired prior to November 25, 2012) with at least three (3) years employment with the City may at their option convert accrued sick leave in excess of one hundred twenty (120) hours (one hundred eighty [180] for Fire Captains, Battalion Chiefs and Division Chiefs on twenty-four (24) hour shift work) to be vacation days in accordance with the following schedule:

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

Employees hired on or after November 25, 2012 may not cash out sick leave or convert sick leave to vacation leave. Instead, sick leave may be converted to PERS service credit upon retirement.

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

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

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

12.19 Catastrophic Leave Donation. Circumstances may arise where an employee or the employee's immediate family may suffer an unforeseen event, which may have a catastrophic effect on the employee and/or the employee's family. Under such a circumstance the employee may request leave donation from fellow employees under the following procedures:

12.19.1 Employee's Own Personal Extended Illness. An employee who is suffering from a serious illness or a serious accident may have sick leave donated to cover the cost for the City-provided health insurance upon expiration of family medical leave. This leave donation shall only cover the cost of any insurance plan offered by the City and shall not be used for salary.

12.19.2 Serious Illness or Injury of a Member of the Employee's Immediate Family. An employee whose immediate family member is suffering from a serious illness or injury may have leave donated to provide him/her time off from work to care for that family member.

12.19.3 Leave Donation Eligibility Procedures.

12.19.3.1 The employee seeking leave donation must have exhausted all available leave, sick leave, vacation leave and compensatory leave.

12.19.3.2 The employee must submit a request for leave donation to the Human Resources Office for review and approval of the City Manager or designee. The employee will be required to provide medical documentation for the need of this leave donation.

12.19.4 Leave Donation Procedure.

12.19.4.1 The donation of leave is voluntary and is irrevocable once donated.

12.19.4.2 Employees wishing to donate leave will submit to the Human Resources Office an authorization for transfer of leave form.

12.19.4.3 Employees may donate accrued sick leave in excess of 96 hours with a maximum donation of eight (8) hours of sick leave. Employees assigned to a 24 hour shift may donate accrued sick leave in excess of 144 hours with a maximum donation of twelve (12) hours of sick leave, if said sick leave is donated to an employee who works a 24 hour shift. Sick leave donated to an employee who works an eight (8) hour day may not exceed eight (8) hours. Sick leave donated to an employee who works a 24 hour shift may not exceed twelve (12) hours.

12.19.4.4 Employee may donate a maximum of eight (8) hours of accrued vacation leave (24 hours for employees working a 24 hour shift if leave is donated to another employee working a 24 hour shift).

12.19.4.5 The donated leave will be put into a "Catastrophic Leave" account and can only be used to care for the immediate family member or to pay for the cost of insurance offered by the City for those persons suffering from a personal illness for which the leave was donated.

12.19.4.6 Donated leave will be credited to the "Catastrophic Leave" account on an hour-for-hour basis. In no case shall the total amount of leave exceed eight (8) hours of sick leave and eight (8) hours vacation leave per donor (24 hours for 24 hour shift personnel).

12.19.4.7 Any time remaining in the employees "Catastrophic Leave" account upon return to work will be transferred to a "Catastrophic Leave Bank" for use by other employees who qualify under the provisions of this Article. The "Catastrophic Leave Bank" will have a cap of 320 hours. Any remaining leave in excess of 320 hours will be converted to a cash value and placed in a fund for an employee program to be determined at a later date.

12.19.4.8 In no case will an employee be able to convert the donated leave to cash or be paid for any remaining balance of donated leave.

12.19.4.9 All donations will be maintained as confidential information.

ARTICLE 13
GRIEVANCE PROCEDURE

13.1 Matters Subject to Grievance Procedures. A grievance is a complaint by an employee that the employee has been adversely affected due to a misinterpretation or misapplication of this MOU, or, where a grievance is specifically authorized in this Agreement, that the action grieved is excessive, unduly harsh or unjustified.

13.2 Informal Grievance Procedure. Every effort shall be made to resolve a grievance through discussion between the employee and/or the employee's designated representative, and the employee's immediate supervisor. If, after such discussion, the employee does not feel that the grievance has been satisfactorily resolved, the employee shall have the right to discuss the matter with the supervisor's superior, if any, within the department organization. Otherwise, the employee shall have the right to discuss the matter with the department head.

13.3 Formal Grievance Procedure. If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal grievance in writing to the department head within five (5) regularly scheduled working days after the occurrence of the incident in the grievance. The department head shall meet with the employee and/or the employee's designated representative within five (5) working days after the department head's receipt of the written grievance. The department head shall review the grievance and render a decision in writing and return it to the employee and/or the employee's designated representative within five (5) working days after meeting with the employee.

13.4 Appeal to the City Manager. If the employee does not agree with the decision reached by the department head, the employee may present an appeal in writing to the City Manager within five (5) working days after the employee's receipt of the department head's decision. The appeal shall be signed and delivered to the Human Resources Manager who shall set a meeting with the City Manager and the employee and/or the employee's representative to discuss the grievance within ten (10) working days. Within seven (7) working days the City Manager shall deliver a copy of the decision to the employee and/or the employee's representative and the department head. The decision of the City Manager shall be final, and shall not be appealable to the City Council.

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

13.6 Administrative Appeal Procedure. CCFMA members of the Fire Department are subject to administrative appeal procedures as provided by the Firefighters Procedural Bill of Rights Act.

ARTICLE 14
EMPLOYEE REPORTS AND RECORDS

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

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

ARTICLE 15
EDUCATION INCENTIVES

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

Education covered by this provision must be job related and taken at a licensed public or private school or college, or a recognized training program leading to a job or professional certification, and shall include both academic and professional certification programs. Post-graduate programs (Master's degree programs or higher) are not covered without a determination that the program has a relationship to the job performed by the employee, or preparation for a promotional opportunity within the City's employment. Reimbursement shall be made at the conclusion of a course, upon presentation of evidence of satisfactory completion thereof (grade "C" or better), department head review and approval of the City Manager or designee. This benefit shall be available only for the acquisition of one (1) degree.

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

An employee who has reached their lifetime assistance of $8,000 for tuition reimbursement and desires to continue their education may receive a loan from the City utilizing their accrued leave as collateral. In addition, to this educational benefit, the employee may request that the loan be issued to him/her interest-free and shall make such request in writing to the City Manager or his /her designee. The determination that the loan shall be issued to said employee interest-free shall be made upon presentation of evidence that such waiver serves an official City policy or objective, including but not limited to upgrading the educational level and training of the City's workforce, and enhancing employee morale and loyalty. Said loan will be limited to formal education leading to a Bachelor degree or Master degree. Certificate programs are not eligible for the loan program.

15.2 Paramedic Recertification. Upon presentation to the Fire Chief or designee of a paramedic certification, the City shall pay to the employee a flat 48 hours for coursework (as State required) at the rate of time and one-half at top step (step 5) of the 56-hour work week of the Firefighter/Paramedic salary range as full reimbursement for paramedic certification. The employee has the responsibility of attending all required certification courses and paying the required fees. There will not be any compensation for attending certification courses during non-work times except for the pay specified above.

ARTICLE 16
FRINGE BENEFITS

16.1 Enrollment in Group Insurance Plans. Effective January 1, 2013 the City shall provide a cafeteria-type benefit program. All regular employees who are employed on a full-time basis (40 hours per week) or who work 20 or more 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 so long as an employee's dependents are eligible under the terms of the policy or policies authorized from time to time by the City Council (to the same extent as the City bears the cost of coverage for the employee) and so long as the employee does not select the most expensive coverage available. In the event an employee selects the most expensive coverage, he or she shall be responsible for paying the difference between the cost of the most expensive coverage and the cost of the second most expensive coverage.

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.

16.2 Public Employees' Retirement System.

a. All regular employees of the City are automatically covered by the City's contract with the Public Employees' Retirement System. Membership shall commence immediately upon employment.

b. Any regular employee who has cashed out PERS may purchase service credit through payroll deduction on a pre-taxed basis as approved by PERS.

c. Tier One Employees: The City provides the 3% @ 55 retirement benefit formula with single highest year compensation consideration for all unit members hired prior to November 25, 2012.

i. Employees shall make their full member contribution.

d. Unit members hired on or after November 25, 2012 and on or before December 31, 2012, and new employees hired as "Classic" members: The City provides the 2% @ 55 retirement benefit formula with three-year average compensation consideration for all unit members hired between November 25, 2012 and December 31, 2012,

i. Employees shall make their full member contribution upon hire, plus any additional PERS contributions negotiated for Tier One employees.

e. New PERS Members: The California Public Employees' Pension Reform Act of 2013 (PEPRA) establishes a new retirement plan for employees hired on or after January 1, 2013. All employees hired on or after that date shall be subject to those provisions, consistent with PEPRA.

16.3 Uniform/Equipment Allowances. The City shall provide a standard $135.00 per month uniform allowance.

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

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

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

The City shall provide a physical fitness program for all employees covered by this Agreement. The physical fitness program will consist of a yearly health screening and an approved physical fitness evaluation. Employees covered by this agreement who meet the physical standards and are approved by the City in the fitness evaluation will receive a four (4%) salary differential above base pay. The salary differential will begin on the first day of the pay period following submission of a qualifying fitness program report to the Human Resource Division. Employees must re-qualify on a yearly basis to continue to receive a fitness program salary differential. Employees who do not re-

qualify will no longer receive the salary differential, but may reapply to re-qualify at the next annual qualification period. The program shall be subject to administrative procedures developed by the Association and approved by the City. The City and CCFMA will work together to update the standards for qualification.

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

16.8 Group Health Plan Continuation upon Retirement. Employees covered by this Agreement retiring from City employment who are taking a qualified retirement under the PERS system may elect within 120 days after separation to participate in such group health insurance policies as are provided by the City under the following conditions:

a) Tier One Employees: All unit members shall be eligible for a City paid contribution equivalent to the current amount given to active unit members.

b) Employees Hired on or after November 25, 2012: The percentage of employer contribution payable for retirement health benefits shall be:

Credit Years of Service with Cathedral 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%

c) If the employee's/retiree's survivor is entitled to a monthly benefit and continued coverage under the Public Employees' Medical and Hospital Care Act, as administered by CalPERS, the enrollment shall be continuous.

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

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

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

ARTICLE 17
AGREEMENT ALL INCLUSIVE

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

APPROVED BY THE CITY COUNCIL

Minute order # 6352

Executed this 28 day of January, 2015.

ATTEST:

Gary Howell, City Clerk

CITY OF CATHEDRAL CITY

Charles P. McClendon, City Manager

Tami E. Scott, Administrative Services Director

Sylvia A. Zelnys, Human Resources Manager

Eugenia Torres, Human Resources Coordinator

CATHEDRAL CITY FIRE MANAGEMENT ASSOCIATION

Shaun Malone

Stephen Tumir

Robert Allison

Scott Burkle, Association Representative

Cathedral City

Side Letter of Agreement between the City of Cathedral City and the Cathedral City Fire Management Association

February 2, 2015

SUBJECT: 2019 Successor Negotiations

The parties to this Agreement acknowledge the significance to the City of the accrual and use of sick leave by members of the Safety bargaining units of the Fire Department (i.e., accrual rate of 5.54 hours per pay period coupled with charging use of sick leave at 50%, or 12 hours charged for 24 hours actually used).

The parties agree that these concerns shall be discussed in negotiations for the successor Memorandum of Understanding effective 2020 before further salary and/or benefit enhancements are discussed/negotiated.

For the City:

Charles P. McClendon 2/9/15
(Print Name) (Date)

(Signature)

For the Union:

Shawn Malone 2-8-15
(Print Name) (Date)

S. M 2-8-15
(Signature) (Date)

Cathedral City

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

May 14, 2015

SUBJECT: CalPERS Employer Paid Member Contribution (EPMC) and Cost-Sharing Agreement

The parties agree that the City shall contribute 7% of the normal member contribution (known as Employer Paid Member Contribution, or EPMC) for all Classic members of the Cathedral City Fire Management Association (CCFMA), no earlier than September 13, 2015.

In addition, the parties further agree that, effective upon Cathedral City Council-approved Ordinance and fully executed contract amendment with CalPERS no earlier than September 13, 2015, members of CCFMA who are Classic members of CalPERS agree to a cost sharing arrangement in which the members in said group cost-share an additional 12% towards the employer cost/rate. These additional contributions will be reported on a pre-tax basis.

For the City:

Charles P. McClendon 5-14-15
(Print Name) (Date)

Charles P. McClendon
(Signature)

For the Union:

Scott Burkle 5/14/2015
(Print Name) (Date)

(Signature)

Shawn McLane
S. M

Cathedral City

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

November 1, 2016

SUBJECT: Revision to Article 16.6 Wellness Program

The parties agree that, effective with the close of the pay period ending December 3, 2016, the "physical fitness program" section (second paragraph) of the Subject Article shall be eliminated. As such, the 4% salary differential above base pay shall be discontinued effective with the pay period beginning December 4, 2016.

In lieu of the 4% differential, the salary schedule covering members of the CCFMA shall be modified and each salary range included therein shall be adjusted upward by 4% effective December 4, 2016. Employees/members shall retain their existing step in the salary range.

The 75/25% wellness reimbursement program (first paragraph) of Article 16.6 shall remain in effect.

For the City:

Charles McClendon 11-1-16
(Print Name) (Date)

(Signature)

For the Union:

John Amaral 11-01-2016
(Print Name) (Date)

(Signature)

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 Untied Sates 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 Untied 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.