



POLICE COMMAND UNIT ASSOCIATION
(PCU)

COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING

(July 1, 2017 – June 30, 2020)

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TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE POLICE COMMAND UNIT (PCU)

INTRODUCTION

This comprehensive Memorandum of Understanding replaces in its entirety the previous Memorandum of Understanding, dated July 1, 2017 through June 30, 2019 and approved by the Indio City Council on December 20, 2017, and represents all matters concerning those wages, hours, and other terms and conditions of employment for the Police Command Unit Association, hereinafter referred to as "PCU" and is applicable only to the classifications set forth in Article 2.

ARTICLE 1. RECOGNITION

The PCU is the only recognized employee organization with the right to meet and confer in good faith on behalf of employees of the City employed in those certain classifications set forth in Article 2.

ARTICLE 2. CLASSIFICATIONS WITHIN UNIT

The PCU shall consist only of sworn personnel in the classification of Police Sergeant (Salary Range 281) and Police Lieutenant (Salary Range 311) in accordance with Section 10.10 of Employer/Employee Resolution No. 9576. Sworn classifications added (or deleted) by City Council resolution action and designated as being assigned to PCU in the MOU shall be considered as a part of this section even if not specifically mentioned in the above language provided that all actions are in accordance with requirements of MMBA.

ARTICLE 3. NON-DISCRIMINATION

The City recognizes and agrees to protect the rights of all employees herein to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employer/Employee Relations Resolution 3173 (2-1-79) and Government Code Section 3500 et. seq.

The City agrees that it shall not discriminate against any employee because of race, color, sex, age, national origin, gender, religious creed, sexual orientation, ancestry, physical disability, mental disability, medical condition, marital status, political or religious opinions or affiliations. The City shall meet and confer with PCU for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with state or federal antidiscrimination laws.

ARTICLE 4. SALARY AND COMPENSATION PLAN

For contract years 2017-2020 (July 1, 2017 through and including June 30, 2020):

4.1 Salary Schedule

Employees shall be paid at rates set forth in **Exhibit A**, Salary Range per Job Class. New employees shall be paid at the range allocated to the occupational class for which the employee has been hired. Employees may be placed at any salary level within the range depending upon the employee's qualifications. Approval of the City Manager is required for appointment at Step 3 or above.

4.1.1 Cost of Living Adjustments

There shall be no Cost of Living Adjustments made to salary ranges during the term of this agreement.

4.1.2 Salary Schedule

Effective July 1, 2019, the salary schedule of represented classifications shall be modified by adding one additional step at the top of the salary range that is five percent (5%) above the existing top step, and removing the existing first step at the bottom of the salary range.

4.1.3 Top of Range Lump Sum Signing Bonus

Effective July 1, 2017, City to pay 5% of total annual salary, including holiday pay, as a lump sum, via separate check, to full-time employees at top step on their merit eligibility date, or if that date has already passed, no later than 30 days after ratification of this MOU by the City Council.

Effective July 1, 2018, City to pay 5% of total annual salary, including holiday pay, as a lump sum, via separate check, to full-time employees at top step on their merit eligibility date.

4.1.3 Merit increases

Effective July 1, 2017 employees shall be eligible for merit increases as specified in section 4.1.4 Merit Step Increases of the MOU.

4.1.4 Merit Step Increases

Advancement to the next higher merit increase step shall not be automatic. Such an increase or a denial of such an increase shall require the specific recommendation, through an evaluation, of the employee's department head and the approval of the Director of Human Resources. Merit increases shall take effect on the employee's merit review date unless the City has prepared a denial of such a merit increase following an overall below standard rating on a performance evaluation completed by the supervisor prior to such merit review date. The City's decision to deny a merit increase is subject to the grievance procedure. When an employee is denied an increase, he/she may be reconsidered for such advancement at any subsequent time with a satisfactory evaluation. The employee shall

in any event have the right to attach a written rebuttal to the performance evaluation report, and the rebuttal shall become part of the City's personnel records on that employee.

4.1.5 Lump Sum Signing Bonus

Effective January 1, 2018, employees hired prior to January 1, 2018 will receive a \$3,000 lump sum signing bonus, via separate check.

4.2 Pay Rates on Promotion and Demotion

4.2.1 Salary upon Promotion

Employees promoted to Sergeant or Lieutenant in PCU will be placed at the step that provides a minimum of 5% net salary increase above their previous compensation level, including any special pays and/or stipends received at the lower classification, not to exceed the highest merit increase step of the new range. The employee's merit review date shall change to the effective date of the promotion for consideration in subsequent years.

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

*Employees receiving pay for the advanced certificate prior to promotion will continue to receive advanced certificate pay as a Police Sergeant or Police Lieutenant.

4.2.2 Salary upon Demotion

When an employee is demoted, his/her salary shall be placed at the step rate in the lower pay range which provides the smallest decrease in pay if the action is not for cause, or any appropriate step rate in the lower range that is less than the existing salary if the action is for cause. The employee's merit review date shall not change.

4.3 Working Out-of-Class

No employee shall be required to perform duties that are not closely related, both in kind and in level of responsibility, to duties formally assigned to positions within their job class except on a short-term, temporary or emergency basis.

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that which the employee is currently assigned, the employee shall receive at least an additional five percent (5%) compensation above their existing base pay rate or the minimum of the "out of

class” salary level (whichever is greater) after the employee exceeds twenty (20) cumulative working days working out of class within a six (6) month period of time.

A person appointed to an acting appointment or working out of class shall be eligible to receive pay for merit step increases in their permanent position during the time period they work out of class, but shall not be eligible for pay for merit step increases in the acting/temporary assignment position in which they are working.

An employee may not work more than one hundred twenty (120) working days in an acting capacity without the written authorization of the City Manager or designee. The employee selected to work out of class must provide their written consent to perform in the acting capacity and shall also indicate acknowledgment that the employee will be returned to their permanent salary range and step upon return to their normal position.

4.4 Overtime and Compensatory Time Off (CTO)

These provisions apply only to the positions of Police Sergeant and Police Lieutenant.

4.4.1 Hours Counted Toward Eligibility for Overtime

Overtime will be computed to the nearest one-tenth 1/10th of an hour; only time worked shall count in the computation of overtime.

4.4.2 FLSA Overtime Compensation

Overtime is compensated at no less than one and one-half (1½) times the employee’s regular rate of pay as determined under the Fair Labor Standards Act (FLSA).

4.4.3 MOU Overtime Compensation

An employee shall be compensated for all hours worked outside of the employee’s regularly assigned work hours at one and one-half (1½) times the employee’s “adjusted rate” of pay. For purposes of this agreement, the term “adjusted rate” of pay shall be equal to the employee’s hourly base rate of pay, as reflected in the Salary Schedule, plus 1/80th of all specialty and other compensation received by the employee in a 14-day pay period, excluding medical insurance cash back or opt out.

4.4.4. Compensatory Time Off (CTO)

Use and cash out of compensatory time off shall be subject to all applicable requirements and allowances prescribed by the FLSA, as well as Federal, State and City rules and regulations. Compensation may be in the form of pay or compensatory time off (CTO), with the employee having the option of choosing which they wish to receive, except that reimbursable or grant-funded activities shall not be eligible as compensatory time, but shall be paid to the employee at one and one-half

(1½) times their “adjusted” hourly rate in the pay period in which the hours are earned.

4.4.5 Requesting Compensatory Time Off

Except in the case of an emergency, an employee wishing to utilize his/her accrued compensatory time off shall submit his/her request in writing for supervisor authorization at least five (5) days prior to the date(s) he/she wishes to take off. Such requests shall be subject to Department staffing requirements and will not be denied unless the employee’s absence is unduly disruptive to the City’s operations. When the City receives multiple requests for the same time period, and granting of all or any of such requests would be unduly disruptive to the City’s operations, the City shall determine which of the competing requests, if any, shall be granted based on seniority. Seniority shall be determined first by time in a classification, or if the employees are employed in different classifications or have spent the same amount of time in one classification, then by time in the Department. In the event compensatory time off is denied for the time requested, the employee shall be entitled to elect to be paid for the time instead.

4.4.6 Compensatory Time Accrual

The maximum amount of hours an employee can accrue in a compensatory bank is 120 hours. Any hours earned in excess of 120 hours will automatically be paid by the City as overtime in the pay period in which the employee submitted the hours. Note: The 120-hour accrual balance is floating, which means that the hours can build back up once an employee has used the time; however, a maximum of only 120 hours may be on the books as compensatory time at any one time. Any overtime earned as a result of working any reimbursable or grant-funded activities shall not be eligible as compensatory time, but shall be paid to the employee in the pay period in which the hours are earned. Compensatory time balances may be cashed out upon employee request, subject to departmental budget constraints.

4.5 Pyramiding

Whenever two (2) or more premium compensation rates or overtime rates may appear to be applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such premiums or overtime rates and only the higher applicable rates shall apply as allowed by FLSA, Federal or State rules.

4.6 Range Qualifications

Departmentally scheduled and authorized range qualifications conducted during an Employee’s off-duty time shall be compensated at one and one-half (1½) times the employee’s current rate of pay with a minimum of two (2) hours.

4.7 Department/City Scheduled Hearing Examinations

Departmentally scheduled and authorized hearing examinations conducted during an employee's off-duty time shall be compensated at the rate of a minimum of one (1) hour of pay at current pay scale. Time actually worked in excess of one (1) hour, including standby time awaiting appointment and actual examination process, shall be compensated at the rate of time and one-half (1½).

4.8 Longevity Pay

The existing Longevity Pay program was eliminated effective July 1, 1994. Previously, the City offered longevity pay in the following manner: two and one half percent (2.5%) @ ten (10) years; five percent (5%) @ fifteen (15) years and seven and one half percent (7.5%) @ twenty (20) years. In the interest of fairness to existing employees, employees presently on a longevity pay step (L1, L2, or L3) would be "made whole" by continuing to receive their current Longevity Pay stipend for the duration of their employment with the City of Indio. However, there would be no further movement along the Longevity Pay step scale (if at L1 step, the employee stays there) and any existing employee not currently receiving Longevity Pay would be ineligible for the program.

4.9 Special Assignments and Special Pay Practices

4.9.1 Spanish Bi-Lingual Translator Pay

This provision shall apply only to the Sergeant level positions that are Departmentally designated and certified Spanish translators. Employees must pass a proficiency examination established by the City in order to be certified as a Spanish translator. The employee shall receive additional compensation of twenty-five (\$25.00) dollars per pay period.

4.10 Standby Time

Standby time is defined as that time period when an employee must be available for duty during off-duty hours. Standby Time pay provisions shall apply only to the positions of Police Sergeant. This shall be defined as being available by phone at all times during a required standby period that encompasses the employee's off-duty time. Compensation for standby duty will be at the rate of two (2) hours' pay, at current pay scale, for each eight (8) hours an employee spends on standby status. When an employee is called to work from a standby status, compensation for time worked will begin at the time of notification to report for work, with the understanding that the employee report for work in a reasonable time and shall be paid at one and one-half (1½) times the "adjusted" rate for all hours actually worked. In all cases, the employee shall be paid the amount that is greater (actual time worked or two (2) hour minimum).

4.11 Emergency Call Back

Emergency call-back is differentiated from call-back from a standby status in that an employee is not required to be on standby but may be contacted under emergency circumstances on a "per chance" basis. "Per chance" means if the

employee happens to be available when contacted, the method of contact not being defined. When an employee is notified to work under emergency call-back, compensation for time worked will begin at time of notification to report for work with the understanding that the employee report for work in a reasonable time. Emergency callback shall be compensated with a minimum payment of two (2) hours at one and one-half (1½) times the employee's "adjusted" rate. This provision shall be applicable to Police Sergeants and Police Lieutenants whose regular work shift is completed and who have left the City premises and/or work location. It shall not apply to employees who are continuing on duty.

4.12 Court Time

Court time pay provisions shall apply to Police Sergeant and Police Lieutenant positions. Upon being served with a subpoena, employees have an obligation to appear in court on the date/time specified. In situations where the case is continued (e.g., the hearing cannot commence or conclude on the date of the hearing and will continue or take place a day or week after the date specified on the face of the subpoena) the prosecutor and/or the court verbally advises the employee in question as to the next appearance date. Under circumstances representing a continuance, the District Attorney's office sometimes declines to re-issue a new subpoena.

4.12.1 Appearance During On-Duty Time

When an employee is subpoenaed to court for appearance during on duty time, the case prosecutor may grant the on-duty employee permission to be on call. In the event that an on-duty employee secures the case prosecutor's permission to be on call, the employee must report to court within fifteen (15) minutes upon notice by the prosecutor or his/her designee that an appearance will be required.

4.12.2 Appearance During Off-Duty Time

In all cases where an employee is subpoenaed to appear in court during planned off-duty time, he/she shall appear at the date/time stated on the subpoena. The court or the case prosecutor may then instruct a subpoenaed off-duty employee that he/she will be on call pursuant to his/her subpoena. In that event, the employee has the responsibility: (a) to agree with the court or prosecutor as to his/her required response time upon notice that an appearance will be required, and (b) to provide the prosecutor with a contact number through which the employee can be reached. Compensation to such an off-duty employee for time on call begins to accrue at the time of day the court or prosecutor informs the employee that he/she must be available for call pursuant to the subpoena. Such on call compensation will be at the rate of two (2) hours pay at one and one-half (1½) times the "adjusted" pay rate for each eight (8) hours or portion thereof an employee spends on "on-call" time status.

4.12.3 Calculation of On-Call Time for Court Purposes

Unless otherwise arranged, "on-call" time for court purposes commences at the time the off-duty employee is notified by the court or prosecutor that he/she is on call and terminates at 1700 hours on the same calendar day. Any additional "on-call" time shall be arranged on a day-by-day basis and terminates at 1700 hours each day. Such additional on-call time will not renew at 0800 hours the following day unless specifically requested by the prosecutor or the court.

4.12.4 Compensation for Off-Duty Time On-Call

Compensation to an off-duty employee for time on call ("On Call Compensation") begins to accrue when the court or prosecutor notifies that employee that he/she must report to court. An employee's On Call Compensation will be at the minimum rate of two (2) hours pay at one and one half (1½) times the "adjusted" hourly rate of pay or for each eight (8) hours or portion thereof an employee spends on "on-call" status. At the employee's option, On Call Compensation may be based upon the actual length of time spent in court paid at the rate of one and one half (1½) times his/her "adjusted" hourly rate of pay. Each off-duty employee must make an election as to whether he/she wishes to receive his/her On Call Compensation at the minimum rate of two (2) hours or for the actual time spent in court. Such election must be noted on the overtime slip submitted by that employee for pay as to off-duty court time.

4.12.5 Use of Assigned Vehicle for Court Time

All employees' use of assigned vehicles for court time shall conform to the Indio Police Department Policy Manual.

ARTICLE 5. PROBATIONARY PERIOD

5.1 Probation For New Employees

An employee initially appointed to a class shall serve a probationary period and have the opportunity to demonstrate suitability for the job. For all PCU employees, the initial probationary period shall be eighteen (18) months from date of hire.

5.2 Probation Upon Promotion

An employee who has been promoted to a higher classification shall be on probation for one (1) year from date of the promotion subject to Rule IX of the City's Personnel Rules and Regulations.

5.3 Extension of Probation

Under certain conditions, with the approval of the City Manager or designee and the Chief of Police, the probationary period may be shortened or extended. The employee shall attain regular status in the class upon successful completion of

the probationary period. Prior to completion of probation, the employee shall serve at the will and pleasure of the City.

5.4 Probation Upon Re-employment

Any employee who leaves City employment and is subsequently re-hired must serve a new probationary period (eighteen (18) months) as provided in the above Section.

ARTICLE 6. INSURANCE

6.1 Health Insurance

Employees in this unit will receive a monthly cafeteria plan allowance of up to thirteen hundred and twenty-five (\$1,325) dollars. Employees will be allowed to spend this cafeteria plan on medical, dental, and vision insurance options. The employee has the ability to receive any remaining unspent amount as taxable wages, which may be spent on optional benefits. Any such payment is specifically excluded from the employee's adjusted hourly rate of pay for purposes of computing non-FLSA (i.e. contract/MOU) overtime.

Effective January 1, 2018, the flexible benefit plan contribution will be One Thousand Four Hundred Dollars (\$1,400) per month, and the maximum cash back will be Five Hundred Dollars (\$500) per month.

Effective January 1, 2019, the flexible benefit plan contribution will be One Thousand Five Hundred Dollars (\$1,500) per month, and the maximum cash back will be Five Hundred Dollars (\$500) per month.

Effective January 1, 2020, the flexible benefit plan contribution will be One Thousand Six Hundred Dollars (\$1,600) per month, and the maximum cash back will be Five Hundred Dollars (\$500) per month.

Employees may spend this contribution on medical, dental, vision and other allowable pre-tax benefit options (under IRS Section 125) as the City may make available to employees from time to time.

Employees hired after January 1, 2018 will receive no cash back.

6.1.1 Cafeteria Plan

The City of Indio provides its employees with a flexible Cafeteria Benefits Plan. Cafeteria Plan funds are designed to be used by the employee for the selection of those benefits most desirable to the employee. Benefit options available to the employee include various medical, dental, and vision insurance programs; and other allowable pre-tax benefit options (under IRS Section 125) as the City may make available to employees from time to time.

6.1.2 Required Coverage

All City employees are required to have, at a minimum, single employee coverage for medical insurance programs. An employee may elect not to participate in the City's medical insurance programs if they can provide proof of coverage to the City's satisfaction of alternative coverage, e.g., spouse, military, other source, etc. Verification of coverage is to be provided annually on forms provided by the Human Resources Division. An employee must provide all requested information required for verification purposes. Employees who waive participation in the City's medical insurance program may not, without exception, be eligible to re-enroll in the City's program until the next open enrollment period unless evidence of loss of coverage is provided.

Important Note on CalPERS Medical Coverage Status:

It is the individual employee's responsibility to notify the Human Resources Department when there are any changes in the employee's family situation. Changes in your status include: marriage, acquisition of a dependent child, divorce, legal separation, and death. Failure to notify the personnel office may result in adverse consequences. Special rules for retirement and death:

Consider these points when deciding whether to enroll, decline, or cancel enrollment for yourself or dependent.

- If an employee is not eligible to be enrolled in a CalPERS sponsored health plan on the date of separation of employment, they will not be eligible for health benefits into retirement.
- If an employee's retirement date is over 120 days from their separation date, that employees is not eligible for health benefits into retirement.
- If an employee dies and his/her eligible family members are enrolled on his/her CalPERS- sponsored health plan at the time, they may be eligible for continued enrollment in a CalPERS-sponsored health plan if they qualify for monthly survivor benefits.

6.2 Disability Benefits

Employees in the PCU are covered under Section 4850 of the State of California Labor Code for industrial related incidents.

6.3 Life Insurance

The City shall provide, at no cost to the employee, a group term life insurance policy with a face value of fifty thousand (\$50,000.00) dollars.

6.4 Long-Term Disability Insurance

The City shall provide, at no cost to the employee, a Long-Term Disability Insurance Program. This program contains a 60-calendar day benefit waiting period.

ARTICLE 7. LAYOFFS

7.1 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.

7.2 Seniority and Order of Layoff

Layoffs shall be by classification. Seniority, for purposes of layoffs, shall be determined first by time in the classification and, if time in the classification is equal, then by time in the Department. Before any full-time, permanent employees are laid off, the City shall first lay-off all temporary and part-time employees within the affected employee classification.

If an employee is laid-off, the employee shall have the right to bump an employee with less time in the Department in the next lower classification. If employee exercises bumping rights to a lower classification, said employee shall have the right to be the next person promoted to the classification from which they were laid off for a period of twenty - four (24) months from the effective date of the lay-off action.

Prior to instituting any layoffs, the City agrees to meet with the PCU to discuss alternatives.

7.3 Reinstatement List

Full-time permanent employees of the City who are laid-off from the competitive service in good standing shall have their names placed on a recall list for a period not to exceed two (2) years from date of layoff, and shall be eligible for recall for any vacancies within the same position classification held by the employee, provided that the employee meets the minimum qualifications and is able to perform the duties of the job. Laid-off employees applying for vacancies in other position classifications shall be given preference provided they meet the minimum qualifications for the position and are able to perform the duties of the job.

Once recalled, reinstated employees will be restored to the same seniority rights and benefits in effect for the employee at time of layoff, unless subsequent changes in the MOU have been made in the intervening time regarding a

particular benefit, in which case the newer terms and condition language regarding benefit entitlement will take precedent.

7.4 Probation Following Layoff

Employees laid-off while on probation must serve a new probationary period following reemployment. The initial probationary period shall be twenty-six (26) pay periods or one (1) year.

7.5 Payment for Accumulated Leave

The laid-off employee shall have the option of receiving payment for any accumulated vacation leave, compensatory time, or “frozen” sick leave with a cash value in accordance with the provisions of the terms and conditions and respective City policies, at any time during the layoff period. Payment shall be made in one (1) full payment. An employee electing to defer automatic payment of these leave balances by the City must notify the Human Resources Office in writing of their choice. If payment is not selected at the end of the two (2) year period, the City will automatically pay the employee the amount to which he or she is entitled. Once an employee elects payment of any balances, the payment will be subject to the provisions applicable for those programs in effect at the time of reinstatement.

ARTICLE 8. ATTENDANCE AND LEAVES

8.1 Attendance at Work; Absence Without Leave

Employees shall normally be in attendance at their work in accordance with all regulations regarding hours of work, holidays, and leaves. The Department shall keep daily attendance records of employees that shall be reported to the Finance Department at the end of each bi-weekly payroll period. Failure on the part of any employee absent without leave to return to work within twenty-four (24) hours after notice to return may be cause for dismissal.

8.2 Vacation

The purpose of annual vacation leave is to enable each eligible employee to return to their work mentally and physically refreshed. All employees are encouraged to use their accrued vacation time annually. For purposes of vacation selections, seniority shall be determined first by rank, then by time in rank, and then by time in the Department.

8.2.1 Eligibility

All employees shall be entitled to accrue vacation leave with pay except employees who work on a temporary or part-time basis.

8.2.2 Accrual

Vacation leave shall be accrued at the following rates based on pay periods completed in a paid status:

Pay Periods Completed	Hours Earned/Pay Period	Hours/Year
1 PP -- 104 PP	3.08 hours	80 hours
105 PP – 182 PP	4.62 hours	120 hours
183 PP – 260 PP	5.54 hours	144 hours
261 PP – 286 PP	6.15 hours	160 hours
287 PP – 312 PP	6.46 hours	168 hours
313 PP – 338 PP	6.77 hours	176 hours
339 PP – 364 PP	7.08 hours	184 hours
365 PP – 390 PP	7.39 hours	192 hours
391 PP +	7.69 hours	200 hours

8.2.3 Vacation Accumulation

Maximum accrual shall be three (3) years accumulation at the current rate of earning for all employees covered by this compensation plan. Upon reaching this maximum accrual, no more vacation shall accrue until vacation is taken.

8.2.4 Termination Payment

Employees who terminate employment shall be paid in a lump sum for all accrued unused vacation leave earned prior to the effective date of termination.

8.2.5 Vacation Buy-Back Option

Employees shall have the option of receiving vacation pay in lieu of paid time off with respect to fifty percent (50%) of all paid vacation earned each fiscal year. (Example: You have worked for the City for less than 105 pay periods you accrue eighty (80) hours of vacation per year, you would be eligible to receive fifty percent (50%) of the eighty (80) hours, or forty (40) hours of vacation pay.)

8.2.5.1 Buy-Back Requirements/Exceptions

In addition, an employee must have utilized a minimum of forty (40) hours of vacation leave time in the fiscal year, or will be using time within thirty (30) days of the “sell back” request, in order to be eligible to request a "sell back" of accrued time on the books. Exceptions to this policy may be granted by the City Manager after consulting the appropriate Department Head in certain situations or where the employee, due to work requirements, may not have been able to meet the requirements of 8.2.5.1. Employee must maintain minimum balance of 40 hours of sick, vacation, or comp time or a combination of any earned accrual banks.

8.2.5.2 Maximum Accrual

The maximum vacation accrual amount and the amount of vacation time an employee can sell back to the City will remain as specified.

8.2.6 Vacation Use

The Chief shall arrange for employees to take vacation in accordance with the wishes of the employee involved and with a view to minimum interference with Departmental activities. Employees who have served less than six (6) months in the service of the City may not utilize accrued vacation.

Vacation sign-up schedules for patrol functions will be posted in conjunction with shift change schedules and actual sign-up must be completed no later than fifteen (15) days from the date the new shift schedule is in effect for patrol. Vacation requests must be for dates prior to next shift rotation. The Chief of Police shall have the final discretion on the assignment of vacation period(s), however, the City Manager must approve all vacation requests exceeding two (2) weeks.

8.2.7 CTO Use to Extend Vacation

An employee may use up to one (1) week of their compensatory time to extend their regular vacation with the approval of the Chief, provided that the total time off does not exceed a block of six (6) weeks. The Chief shall not unreasonably deny such request based on Departmental needs.

8.3 Holiday Pay

Sergeants and Lieutenants are eligible to receive 6.3 hours per payroll period of Police Holiday Pay, an annual equivalent of 164 hours of holiday pay.

The City of Indio observes the following holidays as legal holidays in which City offices are officially closed:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Eve Day
12. Christmas Day
13. New Year's Eve Day

8.4 Sick Leave

Sick or accident leave shall not be considered as a right to which an employee may use at their discretion but shall be allowed by the City only in cases of actual sickness or disability which make it impossible for the employee to perform their normal work assignment or as otherwise allowed in this policy.

8.4.1 Frozen Sick Leave Payoff

Employees hired prior to July 1, 1991 shall be entitled to sick leave conversion payoff in accordance to the following schedule: a minimum of five (5) years to ten (10) years, fifty percent (50%); ten (10) plus years to fifteen (15) years, seventy five percent (75%); and fifteen (15) plus years, one hundred percent (100%).

Effective July 1, 1994, all employees' sick leave balances which had "cash value" were frozen. As such, the employee would be paid at their hourly wage at time of separation in accordance with the payout provisions contained in the MOU.

8.4.2 Purchasing Additional Service Credit Upon Retirement

The City of Indio amended the City's contract with the Public Employees' Retirement System (PERS) to allow for additional service credit to be purchased with unused accumulated sick leave at the time of the employee's retirement. This option is available to employees with and without the "frozen" sick leave with cash value. For those employees who have "frozen" sick leave cash value, it will be optional for them to either convert the cash value sick leave time to additional service credit or cash in those sick leave hours with cash value.

8.4.3 Sick Leave Accrual

New employees will receive a bank of forty (40) hours of sick leave at the start of employment. They will accrue additional sick leave at the rate of one (1) day per month, 3.692 hours per bi-weekly pay period. Employees may use their accumulated sick leave immediately after it has been earned, subject to the provisions for use of sick leave.

All employees, regardless of hire date, will be allowed to accumulate sick leave hours with no cap on the number of hours accumulated.

8.4.4 Sick Leave Usage

In order to receive compensation while absent from duty on sick leave, the employee must notify or cause to be notified their immediate supervisor prior to the time set for the beginning of the employee's regular daily duties.

Physician's certificate or work release form may be requested by the immediate supervisor if a potential sick leave abuse pattern appears to be

developing. In this situation the City may ask for a physician's certificate for sick leave absences of any duration. Violation of sick leave privileges may result in disciplinary action and/or loss of pay when, in the opinion of the immediate supervisor the employee has abused such privileges.

Employees may use their accumulated sick leave for medical maintenance examinations, medical and dental appointments for self or eligible dependents, and for absence due to the following specified reasons:

- Illness or injury to the employee.
- Exposure of the employee to a contagious disease.
- To care for the parents or children of the employee not residing in the household subject to the following conditions: 1) documentation of illness or injury as required under the City's policy of Family and Medical Leave and 2) prior authorization before submitting request for sick leave.
- Illness or injury of the employee's spouse, children, or of persons residing within the employee's household which requires the presence of the employee.
- To maintain a full paycheck while the employee is receiving Workers' Compensation benefits.
- Additional time off, subject to approval by Department Head and City Manager or designee would have to come from the employee's vacation leave or compensatory time off balances. Other reasons as approved by the City Manager or designee.

Employees who have called in sick and are on authorized sick leave may be called at home if their supervisor needs information from them to proceed with normal work processing.

8.4.5 Annual Sick Leave Usage Incentive Program

The Annual Sick Leave Usage Incentive Program is suspended during the life of this MOU.

Based upon sick leave usage from July 1 to June 30 of each year employees will be eligible for additional sick leave accrual to be credited to their sick leave accrual banks the first pay period of August annually, according to the following schedule:

Maximum Sick Hours:	Additional SL Hours Credit:
2 hours	24 hours
4 hours	22 hours
6 hours	20 hours
8 hours	18 hours

10 hours	16 hours
12 hours	14 hours
14 hours	12 hours
16 hours	10 hours
18 hours	8 hours
20 hours	7 hours
22 hours	6 hours
24 hours	5 hours
26 hours	4 hours
28 hours	3 hours
30 hours	2 hours
32 hours	1 hours

Note: Employees who have not worked a full year will have their additional sick leave hours credit prorated based on their length of service (i.e., 6 months = 1/2 value and 1 month = 1/12 value).

8.5 Compensated Briefing Time

In recognition of the preparation time before and after a shift that the position of Sergeant requires, the City agrees to provide a bank of fifty-six (56) hours Compensated Briefing Time. Compensated Briefing Time is defined as the shift preparation time worked by an employee one half hour before and one half hour after a scheduled shift. No overtime slips shall be submitted for time worked during compensated briefing time. This leave time must be used with the authorization and consent of the Police Chief. 56 hours of Compensated Briefing Time will be provided in a lump sum each July 1st only to those employees employed with the City on July 1st. Employees promoted to Sergeant after July 1st will have Compensated Briefing Time pro-rated.

This provision will be eliminated effective July 1, 2018 and all remaining Briefing Time balances will be zeroed out on July 1, 2018. Thereafter Police Sergeants and Police Lieutenants will be compensated for all overtime worked in accordance with the overtime provisions specified within this agreement.

8.6 Bereavement Leave

An eligible employee may be granted from 24 hours to a maximum of 40 hours of bereavement leave with pay, as may be necessary, by the Chief of Police or Personnel Officer whenever the death of any member of the family occurs. Family, for this purpose, is defined to include the following: spouse, parent, sister, brother, child, grandchild, grandparent, and the aforementioned relatives-in-law, members of the employee's household, and in special circumstances, other specially-related individuals as approved by the Personnel Officer.

Any authorized absence in excess of the 40 hours of bereavement leave with pay allowed herein shall be chargeable only to annual leave, unless sick leave is

requested. If sick leave is requested, the employee must provide a certified doctor's release in accordance with the requirements for use of sick leave.

8.7 Military Leave

The City shall provide employees called to military service with all rights, pay, accruals and benefits required by applicable State and/or Federal law. All employees entitled to military leave shall give the Police Chief an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

8.8 Leave of Absence Without Pay

The City Manager may grant an employee a leave of absence, without pay, benefits (including accruals), or seniority, for a period not to exceed six (6) months. No such leave shall be granted except upon recommendation of the Chief of Police and written request of the employee setting forth the reason for the request. The approval, if any, will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to return to work within twenty-four (24) hours after notice to return to duty shall be cause for discharge. The employee shall be required to maintain insurance coverage at their own expense.

8.9 Association Leave

The City shall allow up to a total of one hundred (100) hours of paid leave annually for PCU board members to attend Unit related business and labor negotiations, when so requested by the PCU President and approved by the Police Chief in writing. Payroll slips must be submitted to the Chief of Police and Personnel Officer to provide for an accounting of use of this Association leave.

8.10 Jury Duty

8.10.1 Sworn Personnel Exemption From Jury Duty

Upon a sworn employee's receipt of a summons for jury duty, said employee shall be responsible for conveying his/her exempt status to the authority issuing the summons.

ARTICLE 9. WORK AND PAY PERIODS

9.1 Work Period

For all employees, the work period will consist of twenty-eight (28) consecutive days. Up to one hundred seventy-one (171) hours may be worked during that work period before FLSA overtime at one and one-half (1½) times the regular rate will begin to accrue subsequent to any limitations expressly stated in other sections of this MOU which govern specific provisions for payment of overtime.

Notwithstanding the 7K exemption noted above, it is the City's practice to pay overtime for hours worked in excess of the employee's normal assigned schedule; for example, hours worked after eight (8) or twelve (12) hour shift. This is MOU overtime.

9.1.2 Time Keeping/Payroll System Change

On July 9, 2015, the City implemented changes to the time keeping/payroll system.

- Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events shall be based on pay periods completed rather than hours.
- Leave accruals, i.e. sick leave, vacation pay, will continue to require that the employee be in a paid status for each day during the pay period to receive the full accrual for that pay period.
- Some other benefits will be granted even though the employee is in a paid status for only one day during the pay period, i.e., flexible credit allowance.
- The regular payday will shift from Wednesday to Friday, beginning July 31, 2015.
- Direct deposit will be required beginning with the first paycheck in 2016. Direct deposit exception – Upon the request of the employee, the City will issue special warrants for overtime due to Coachella and Stagecoach music festivals, and leave bank cash outs.

9.2 Pay Period

A pay period shall include fourteen (14) calendar days.

9.3 Work Day

For Police Sergeants and Lieutenants the Department is operating with eight (eight) hour shifts, a work day shall consist of an eight-hour work period which includes two (2) fifteen (15) minute rest periods, a thirty (30) minute meal period which is included within their eight (8) hour compensated work day. Police Sergeants shall be required to remain on call within the City during the fifteen (15) minute rest periods and thirty (30) minute meal period. The Department shall make all reasonable efforts to ensure that officers covered under this MOU shall have time available for the rest and meal breaks. In the event that the Department is unable to ensure that the rest periods or meal periods are provided for field Police Sergeants no additional compensation shall be paid.

In accordance with this MOU, the City retains the eight (8) hour/five (5) day schedule as the Department established schedule. The City agrees to utilize the twelve (12) hour schedule or other alternative work schedule with mutual consent as long as there are no scheduling problems, sick leave usage increase, or other related increased costs such as court time as a result of the twelve-hour schedule.

9.4 Response Time

Employees must live within approximately one (1) hour lawful driving time of the Indio Police Department. New employees shall have up to one (1) year from the date of completion of probation to comply with this requirement.

9.5 Minimum Notice for Shift/Schedule Change

Except in the case of a bona fide emergency or where a shortage of manpower is caused by one (1) or more employees failing to report to work as scheduled, employees shall be given a minimum of ten (10) days advance notice of any change in their shift or regular work schedule/hours. Neither department scheduled training nor a special event constitutes a bona fide emergency exempt from the minimum ten (10) day notification rule.

9.6 Exchange of Days Off or Shifts Between Employees

It shall be the policy of the Indio Police Department to allow Police Sergeants only to exchange days off or shifts under the following conditions:

- Both parties to the exchange must be willing to voluntarily make the exchange and must notify their immediate supervisor;
- Requests for exchange of shifts shall normally be honored during the period preceding a scheduled shift rotation; it is during this time frame that the "master schedule" for the succeeding rotational tour is published for review by concerned personnel. In cases of verifiable need, an employee will be authorized to exchange shifts after the posting of the finalized schedule;
- No sworn personnel shall be authorized to remain on the same shift for a period exceeding one (1) year without the approval of the Chief of Police;
- Requests for exchange of days off or shifts shall normally be made in writing at least five (5) days in advance of the day of exchange, unless otherwise approved; and
- No request for exchange of days off or shifts shall be granted if it would result in either of the employees involved receiving overtime pay. All exchanges must be completed within a twelve (12) month period.

9.7 Shift Rotation

Shift rotation for Sergeants will vary dependent upon assignment.

9.7.1 Shift Determination

The Chief of Police shall determine in response to the needs of the Department and in a manner consistent with the MOU, the length of time during which Sergeants are assigned to any particular shift.

9.7.2 Selection of Shifts by Seniority

The Department shall use best efforts to permit Sergeants to select their respective shifts according to seniority and the positions available within each shift. The Department will not permit Sergeant selection of shifts to interfere with the Department fulfilling its responsibility to insure balanced and professional staffing through all shifts as well as employee development in various assignments.

9.7.3 Day Shift, Night Shift and Team Schedules (12 Hour Shift Plan)

Presently, in conjunction with the Department's use of the 12-hour Shift Plan, two (2) shifts exist, day shift and night shift (referenced individually herein as a "Shift"). Each Shift is covered by two (2) teams that work opposite workdays. For purposes of illustration, day shift team schedules are identified herein as "A" and "B" while night shift team schedules are identified herein as "C" and "D". An individual team schedule, i.e., "A", "B", "C" or "D" shall be referenced herein as a "Team Schedule".

ARTICLE 10. UNIFORM ALLOWANCE

The City shall pay employees a uniform allowance in the amount of one hundred forty (\$140.00) dollars per month. As in the past, it is understood that such uniform allowance is provided by the City for purposes including, but not limited to, the purchase of safety equipment mandated by State law. The City, in accordance with IRS and PERS regulations, must report a dollar value for the uniform allowance. The City must report this value to the IRS as income; however, it is also treated as earned income, which means the City pays PERS on it as well (with the exception of PEPPRA members).

ARTICLE 11. PRACTICE AMMUNITION

The City shall make available to each employee one hundred (100) rounds monthly of Departmentally-authorized ammunition to maintain shooting skills. Said one hundred (100) rounds may be all shotgun, handgun, rifle, or a combination of the three (3) types of rounds. Employees desiring to utilize such practice ammunition must check out the ammunition at the Police Station through authorized range personnel or such other designee as may be specified by the Chief of Police. Employees may be allowed to bank up to three (3) months of ammunition. The Chief of Police shall review the amount of ammunition provided for practice purposes on an annual basis.

Effective July 1, 2016 the City shall make available to each Peace Officer employee fifty (50) rounds monthly of Departmentally-authorized ammunition to maintain shooting skills. Said fifty may be all shotgun, handgun, rifle or a combination of the three (3) types of rounds.

Employees desiring to utilize such practice ammunition must check out the ammunition at the Police Station through authorized range personnel or such other designee as may be specified by the Chief of Police. Employees may be allowed to bank up to three (3) months of ammunition. The Chief of Police shall review the amount of ammunition provided for practice purposes on an annual basis.

ARTICLE 12. EDUCATIONAL INCENTIVE PAY AND CERTIFICATE PAY

12.1 Discontinuance of Educational Incentive Pay

Employees hired or promoted to a PCU represented rank after August 1, 2018 are not eligible for Educational Incentive Pay; however, those employees currently receiving Educational Incentive Pay will continue to earn it at the same level they received on August 1, 2018. Educational Incentive Pay will be traded for POST Certificate Pay as each employee becomes eligible for Certificate Pay and is approved by POST for such certificate, as outlined in Article 12.3, below.

12.2 Educational Incentive Pay – Qualifying Degrees

Employees who earn an Associate of Arts degree while working for the City in a position for which no such degree or an acceptable alternative is a pre-requisite (a “Qualifying AA”) shall receive a two and one half percent (2.5%) increase of base pay (non-cumulative). Employees who earn a Bachelor of Arts or Science degree while working for the City in a position for which no such degree or an acceptable alternative is a pre-requisite (a “Qualifying BA or BS”) shall receive a five percent (5%) increase of base pay (non-cumulative). Employees who earn a Qualifying AA and a Qualifying BA or BS shall receive a five percent (5%) increase of base pay (non-cumulative). A Qualifying AA and/or a Qualifying BA or BS shall be referenced herein as “Educational Incentive Pay”.

12.2.1 Exception to Requirement of Degree Earned During City Employment

Notwithstanding the requirement that a Qualifying AA and/or a Qualifying BA or BS must be earned during City employment, an employee who earned his/her degree prior to City employment but has been continuously employed by the City since July 1, 2000 shall receive Educational Incentive Pay as if the degree had been earned during City employment.

12.2.2 Major with Reasonable Relationship to Regular Duties

An additional condition upon an employee’s receipt of Educational Incentive Pay shall be that his/her degree must be in a major which the Department Head determines bears a reasonable relationship to the duties regularly performed in that employee’s job classification. The decision of the Department Head shall be final and shall not be subject to administrative review.

12.3 POST Certificate Pay

12.3.1 Eligibility and Schedule

Effective August 1, 2018, and in a manner consistent with Section 4.2 of this MOU, Police Sergeants and Police Lieutenants shall be eligible to receive POST Certificate Pay ("Certificate Pay") as follows:

Certificate	Pay
Intermediate Peace Officers Standards and Training	5%
Advanced OR Supervisory Peace Officers Standards and Training	10%
Advanced AND Supervisory Peace Officers Standards and Training	12.5%

An employee shall be entitled to POST Certificate Pay beginning with the first full pay period following an employee's submission to the Chief's office of proof of his or her qualification. If, on the face of the submission, the Field Support Assistant Chief believes the submission does not appear to establish the qualifications, Certificate Pay will not be awarded until POST grants the Certificate, which will be retroactive to the final submission date.

An employee who qualifies for more than one POST certificate shall receive the higher compensation only (non-cumulative).

12.3.2 Prohibition of Educational Incentive Pay Combined with Certificate Pay

No individual shall contemporaneously receive Educational Incentive Pay and Certificate Pay. As each employee becomes eligible for Certificate Pay and is approved by POST for such certificate, he/she shall receive Certificate Pay in lieu of Educational Incentive Pay.

ARTICLE 13. TUITION REIMBURSEMENT PROGRAM

The City, within budget limitations, will participate with the employee in covering the costs of those courses which are determined to be directly related to the duties of the position held by the employee applying for reimbursement or to the duties of a position to which the employee might reasonably be expected to progress in the normal course of advancement.

13.1 Eligibility Requirements

- For qualified employees, the City will reimburse eighty percent (80%) of the required tuition, registration fees or books. Employees are eligible to receive a maximum annual reimbursement of two thousand (\$2,000.00) dollars per

fiscal year. Travel, supplies or other expenses in connection with these courses are the responsibility of the individual employee.

- The City will not pay the cost of tuition, which may have been advanced from other sources such as scholarships, grants or other subsidies. In the event of a partial scholarship or grant, reimbursement will be based on eighty percent (80%) of the actual expense incurred by the employee.
- When an employee is required to attend a particular course (with the approval of the City Manager), the expenses shall be paid directly by the City (including books and incidental costs). Under such circumstances, all books shall become the property of the City.
- Only those courses, which were approved by the Department Head and the City Manager prior to registration shall be eligible for reimbursement.
- An employee must have completed their initial probationary period in order to participate in the Tuition Reimbursement Program.
- Reimbursement shall be made only when evidence of satisfactory completion with a grade of "C" or better for undergraduate courses and a grade of "B" or better for post-graduate work. Certification of a "pass" or "satisfactory" will be deemed as evidence of satisfactory completion in courses where no grade is given.

13.2 General Provisions

- No blanket approval of programs shall be granted. Only specific courses for a particular semester shall be approved.
- If an employee resigns or is terminated for any reason prior to receiving reimbursement or within a period of one hundred eighty (180) days after tuition has been reimbursed, the employee shall repay to the City the amount of the reimbursement.
- All approved courses must be taken outside of regularly scheduled working hours. Any exceptions must be approved by the Department Head and City Manager.
- Reimbursement will be made only for courses taken for credit from an accredited college or university. Employees, whenever possible, are encouraged to attend public educational institutions.

13.3 Method of Applying for Approval of Courses

- Requests for reimbursement of tuition shall be made on forms provided by the City. The information on the form to be completed by the employee shall indicate the college or university at which the course is to be taken, title of

the course, number of semester/quarter/trimester hours, and the estimated cost.

- A brief statement of how the course(s) will be applicable to the work of the employee and/or of benefit to the performance of the employee's duties with the City shall be completed, together with any other information as may be applicable.
- The City's tuition reimbursement form shall be completed and forwarded to the employee's Department Head. The Department Head shall indicate approval or disapproval and forward the forms to the Human Resources Office for City Manager Approval. One (1) copy of the form shall be returned to the employee who will retain the copy until completion of the course(s).

13.4 Method of Payment

- Upon successful completion of the course(s), it will be the responsibility of the employee to provide proof of satisfactory completion of the course(s) and receipts for tuition, books, and other related costs.
- Reimbursement will be made by the Finance Department when authorized by the Human Resources Office.

13.5 Interpretation and Implementation

- Any questions relative to the intent or application of these procedures shall be directed to the Human Resources Office.

ARTICLE 14. JOB-RELATED TRAINING PROGRAM

The City has implemented the following job-related employee development program (training) under the direction of the Chief of Police or designee for all members of the PCU in the following manner:

- A minimum of six (6) hours of POST or Department-sponsored training per quarter for all employees. Time spent at the firing range shall count toward training time.
- The Department shall make every effort to provide sufficient training program options available on a quarterly basis. However, because of shift schedules, vacation schedules or staff shortages, training programs for individual employees may need to be rolled over into the next quarter, on a limited basis.

ARTICLE 15. TAKE HOME VEHICLE PROGRAM

The City has implemented a program whereby current employees in the ranks of Police Sergeant or Lieutenant may take their assigned unmarked City vehicles home subject to the following conditions:

- Each employee allowed to take a vehicle home must reside within either a twenty (20) minute reasonable response time to the City or live no further than fifteen (15) miles from the present Indio city limits. Exceptions to these limits are subject to the discretion of the Chief of Police pursuant to the Indio Police Department Policy Manual Section 706.3.
- Each vehicle recipient must agree to keep the cars supplied with appropriate call-out equipment so as to be prepared and equipped to respond "on scene", thereby minimizing the need to initially respond to the police station.

ARTICLE 16. SMOKING POLICY

Smoking is prohibited in all City vehicles and facilities.

ARTICLE 17. GARNISHMENT SERVICE FEES

Despite the fact that the PCU recognizes Management's right to charge and collect a service fee for processing of employee garnishments and related liens placed on an employee's wages, the City will not collect such fee. The City reserves its' right to enforce other rules, regulations and policies that are related to garnishment of wages.

ARTICLE 18. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

18.1 Retirement Formula

18.1.1 Safety Member Provisions

Unit safety members (and not "new members" as defined by the public employees' Pension Reform Act of 2013 – PEPRA) hired prior to July 1, 2012 are covered by the 3% @ 50 formula provided for by the Public Employees' Retirement Law at Government Code Section 21362.2. These employees' retirement will be calculated pursuant to the optional benefit (in the City's contract with CalPERS) of single highest twelve-month period.

Unit safety members (and not "new members as defined by the Public Employees' Pension Reform Act of 2013- PEPRA) hired after July 1, 2012 are covered by the 3%@55 formula provided for by the Public Employees' Retirement Law at Government Code Section 21363.1. These employees' retirement will be calculated per three-year average final compensation.

Unit safety members who are defined as "new members" under the PEPRA, are covered by the 2.7% @ 57 formula provided for by PEPRA at Government Code Section 7522.25(d). These employees' retirement will be calculated per a three-year average of final compensation as provided for by the PEPRA.

18.2 Employee Contributions to the Retirement System

Employees shall pay the full 9% of compensation contribution of the required member contribution. Such contributions shall be reported as normal contributions and shall be credited to each employee's accumulated contributions. The payment of employee's normal contributions to the Public Employees' Retirement System shall be subject to Section 414(h)(2) of the Internal Revenue Code.

Effective July 1, 2016, employees shall pay an additional three percent (3%) of pensionable income of the employer rate as cost sharing (per Government Code Section 20516(f)). The twelve percent (12%) employee contribution is 9% member and 3% cost sharing. The parties acknowledge that this 12% contribution to retirement satisfies the 2018 legislative goal of the Public Employees' Pension Reform Act that safety employee's pay up to 12% of their pensions.

Effective January 1, 2013, employees classified as "new members" are subject to the 2.7% @ 57 formula, "and shall pay the statutorily mandated employee contribution rate of one half of the total normal cost.

18.3 Adoption of IRS Code Section 414(h)(2)

The City has adopted the CalPERS resolution in accordance with and as permitted by IRS Code section 414(h)(2) to ensure that the employees' payment (i.e., "pick up" as that term is used in section 414(h)(2)) of their employee contribution is made on a pre-tax basis.

18.4 Optional Benefits

The city contracts with CalPERS for the following optional benefits:

- Pre-retirement death benefits to continue after remarriage of survivor- Government Code section 21551
- Death Benefits- Government code Section 21620
- Post Retirement Survivor Allowance – Government Code Section 21624/26/28 and 21635
- Death Benefits- Government Code Section 21574
- Military Reallocation Credit – Government Code Section 21024
- Sick Leave Credit – Government Code Section 20965
- Final Compensation Period one Year – Government Code Section 20042 for classic members
- 2% cost of Living Allowance – Government Code Section 21329
- Prior Service – Government Code Section 20055

18.5 Purchasing Additional Service Credit Upon Retirement

As described in Section 8.4.2, the City of Indio amended the contract with CalPERS in April of 2001 to allow for additional service credit to be purchased

with unused accumulated sick leave at the time of the employee's retirement. This option is available to employees with and without the "frozen" sick leave with cash value. For those employees who have "frozen" sick leave cash value, it will be optional for them to either convert the cash value sick leave time to additional service credit or cash in those sick leave hours with cash value.

18.6 Retiree Medical Insurance Continuation Program

The City's Employee/Retiree Medical Insurance Contribution Program for employees hired on or before June 30, 2009 includes the following:

- A requirement that all employees be vested with PERS, i.e., have five (5) years of PERS service credit.
- Retirees hired on or before June 30, 2009 shall be eligible to receive a City paid contribution for retiree medical coverage equivalent to the same amount given to active employees in their respective bargaining unit for medical insurance coverage. However, the retiree is not eligible for any cash back if the contribution amount exceeds the cost of the insurance chosen by the retiree. Retirees shall have the choice of any plan offered to active employees, if permitted by the plan.

The City's Employee/Retiree Medical Insurance Contribution Program for employees hired on or after July 1, 2009 includes the following:

- The City has adopted the Retiree Medical Vesting Schedule pursuant to Government Code Section 22893 (a copy of which is attached to this MOU) to apply only to employees first employed on or after July 1, 2009.
- The vesting schedule will match the vesting formula set for state employees and it will establish a requirement of PERS service credit which an employee must meet in order to receive the employer contribution based on the following table:

Credit Years of PERS Service	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+	100%

- The retiree medical benefits of all employees first employed on or after July 1, 2009, shall be as set forth in Government Code section 22893 (PERS key rules as provided below) and as such may be modified by future legislative action.

**PUBLIC AGENCY VESTING FOR HEALTH BENEFITS
G.C. 22893 KEY RULES**

I. VESTING FOR HEALTH BENEFITS

- Regulated by Government Code 22893
- Applies to employees hired on or after the effective date of the resolution electing vesting method

II. VESTING SCHEDULE

- A minimum of ten years of state service credit is required to receive 50% of the employer contribution
 - Credited State Service is compensated CalPERS service time earned (defined in G.C. 20069)
 - Purchased “Additional Retirement Service Credit (ARSC)” does not qualify as it is not earned service
- Five of those ten years of service must be performed at the City of Indio
- Each additional service credit year after ten years increases the employer contribution percentage by 5% until 20 years at which time the retiring employee is eligible for 100% of the employer contribution

III. Employer Contribution for Active Employees

- Is subject to the Collective Bargaining Agreement or Memorandum of Understanding (MOU).
- Must be at least the minimum contribution defined in GC 22892(b)(1). The minimum contribution for 2006 is \$64.60. This contribution will be increased each year according to G.C. 22892 (b)(1).

IV. Employees Hired Prior to Vesting

- Once each year the employer may allow any employee hired before the employer elected G.C. 22893 the opportunity to individually elect to be subject to the provisions of G.C. 22893.

V. Employer Contribution for retirees

- Minimum must equal the State annuitants contribution, annually calculated by the 100/90 formula

- Maximum can be up to 100% total premium
- **Retired Employee and Survivor:** Percentage of employer contribution based on years of service credit for annuitants

VI. Exceptions

- Exceptions to the vesting requirements who are eligible for **the full employer contribution**
 - An employee who retires on disability retirement
 - An employee who performs 20 years of service credit solely with your agency

GC 22893 Public Agency Vesting (Optional Resolution)

Public agency establishes a different contribution for annuitants who meet certain criteria:

1. Vesting Basis Date

Employees hired on or after July 1, 2009 (effective date of resolution) are subject to vesting

2. Requirements to receive Employer Contribution

- a) **Retiree must retire within 120 days of separation date, AND**
- b) **Must have a minimum of 5 years with the city of Indio, AND**
- c) **Must have at least 10 years of PERS service**

VII. Public agencies who adopt PEMHCA Vesting must follow State’s Vesting Schedule and Contribution Actual contribution will be a percentage of the contribution based on completed years of PERs service. Below is a table using the State Vesting Schedule and the 2017 State’s Contribution Rates:

State Annuitants Vesting Monthly Contribution Calendar year 2017

Party	State’s Monthly Contribution
Single	\$707
2-party	\$1,349
Family	\$1,727

Formula based on State’s Annuitants Vesting monthly Contribution, as shown above

Retiree's Total Years of PERS Service	Percentage of Vesting Contribution	Public Agency with PEMHCA Vesting		
		Actual Contribution for enrolled retirees in calendar year 2017*		
		Single	2-party	Family
10	50%	\$353.50	\$674.50	\$863.50
11	55%	\$388.85	\$741.95	\$949.85
12	60%	\$424.20	\$809.40	\$1,036.20
13	65%	\$459.55	\$876.85	\$1,122.55
14	70%	\$494.40	\$944.30	\$1,208.90
15	75%	\$530.25	\$1,011.75	\$1,295.25
16	80%	\$565.60	\$1,079.20	\$1,381.60
17	85%	\$600.95	\$1,146.65	\$1,467.95
18	90%	\$636.60	\$1,214.10	\$1,554.30
19	95%	\$671.65	\$1,281.55	\$1,640.65
20+	100%	\$707.00	\$1,349.00	\$1,727.00

*Formula: Percentage of vesting Contribution X State's monthly contribution

Examples: Retiree with 10 years of PERS service enrolls in single-party plan receives 50% x \$707 = **\$353.50**

Retiree with 10 years PERS service enrolls in 2-party plan receives 50% x \$1,349 = **\$674.50**

Additional Notes

- Years of service do not need to be consecutive
- Being subject to vesting depends on your first hire date
- Once a year, employers may choose to allow employees to opt into vesting
- Annuitants who are subject to vesting and retire on disability or industrial disability are considered 100% vested regardless of years of service
- Annuitants who work 20+ years entire with the agency are 100% vested and eligible for participation regardless of 120-day rule

ARTICLE 19. DISCIPLINE

Disciplinary matters shall be governed by departmental disciplinary procedures. These procedures, which are different from Rule XIV of the Personnel Rules and Regulations of the City of Indio and comply with the Peace Officers Bill of Rights (POBR), shall supersede Rule XIV of the Personnel Rules and Regulations of the City of Indio.

ARTICLE 20. EMPLOYEE GRIEVANCE PROCEDURE

20.1 Matters Subject to Grievance Procedure

Any Police Sergeant or Police Lieutenant shall have the right to grieve under this provision any dispute concerning the interpretation or application of the City's Employer/Employee Relations Resolution or of written Personnel Rules and Regulations or of the interpretation or application of this written MOU or minor disciplinary actions that are not subject to the appeal as covered in Rule XVI. Appeals Procedures.

20.2 Informal Grievance Procedure

An employee should first attempt to discuss the matter with their immediate supervisor without unreasonable delay. If, after this discussion, he/she does not believe the matter has been satisfactorily resolved, he/she shall, after informing his/her supervisor, have the right to discuss the situation with their supervisor's immediate supervisor, if any. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached through this discussion, he/she shall have the right to file a formal grievance in writing within seven (7) calendar days after receiving the informal decision of the immediate supervisor.

20.3 Content of Written Formal Grievance

- Employee name, position, and department.
- Name of individual or union/association representing the employee.
- Statement of grievance giving:
 - Date and time of action being aggrieved.
 - Circumstances of grievance.
- Specific provision being violated.
- Desired resolution of grievance.
- Signature of aggrieved employee or Union or Association representative and date.

20.4 Formal Grievance Procedure

Levels of review through chain of command:

- FIRST LEVEL OF REVIEW

The Grievance shall be presented in writing to the employee's immediate supervisor who shall then render a decision and comments in writing and return them to the employee within seven (7) calendar days after receipt of the grievance. If the employee does not agree with the supervisor's decision or if no answer has been received within seven (7) calendar days, the employee may present the grievance in writing to his/her Department Head after notifying his/her supervisor. Failure of the employee to take further action within seven (7) calendar days after receipt of the written decision will constitute a dropping of the grievance.

- DEPARTMENT REVIEW

The Department Head receiving the grievance should discuss the grievance with the employee, employee's representative, if any, and with other appropriate individuals. The Department Head shall render a decision and provide comments in writing and return them to the employee within seven (7) calendar days after receiving the grievance. If the employee does not agree with the decision reached or if no answer has been received within seven (7) calendar days, the employee must present the grievance in writing to the City Manager. Failure of the employee to take further action within seven (7) calendar days after receipt of the Department Head's decision will constitute a dropping of the grievance.

- CITY MANAGER

The City Manager, after receiving the written grievance, should discuss the grievance with the employee, employee's representative, if any, and with all other appropriate individuals. The City Manager may designate a fact-finding committee or officer not in the normal line of supervision to advise the City Manager concerning the grievance. The City Manager shall render a decision in writing to the employee within fourteen (14) calendar days after receiving the grievance. The decision of the City Manager shall be final.

20.5 Conduct of Grievance Procedure

- The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- The employee, at his/her own expense, may request the assistance of another person of the employee's choosing in preparing and presenting the appeal at any level of review.
- The employee and his/her designated representative may use a reasonable amount of work time as determined by the appropriate Department Head in conferring and presenting the grievance.
- Consultation with the City's Human Resources Department staff and Human Resources Director may be made as it relates to clarification and interpretation of these Rules.
- The employee shall follow the established chain of command in presenting the grievance to upper levels of management, except where a grievance involves an employee's immediate supervisor, in which case the grievance should be presented to the next level of supervision.
- Employees shall be assured freedom from reprisal for using the grievance procedures.

ARTICLE 21. DISCIPLINARY APPEALS PROCEDURE

The following procedure is designed to provide an appeal system for the fair and just resolution of any dispute, real or imagined, regarding proposed disciplinary action between the City of Indio and an employee.

It is the stated policy of the City of Indio:

- To provide a procedure allowing for the right of appeal for disputes regarding proposed disciplinary action, which could potentially result in an employee's loss of wages and/or benefits.
- To ensure fair and equitable treatment of all employees.

This procedure is applicable to all regular or non-probationary employees of PCU. Where any section, subsection, sentence, clause or phrase of this procedure is found inconsistent with this MOU, this MOU shall prevail.

21.1 Right of Appeal

Any regular employee shall have the right to appeal proposed disciplinary action in the following cases:

- Discharge.
- Demotion or demotion involving a reduction in pay.
- Reduction in pay.
- A suspension without pay.

No appeal shall be granted in those cases where the right of appeal is specifically excluded by Ordinance, Resolution or the Personnel Rules and Regulations. Any employee who feels aggrieved for any other reason shall follow the grievance procedure as outlined in Article 20, provided the issue is a matter subject to the provisions of the grievance procedure.

21.2 Method of Appeal

- In the event of one of the above actions, the action of the appointing authority shall be final unless the employee files a written appeal.
- An employee wishing to appeal shall file a written statement signed by the appellant with the Human Resources Director within seven (7) days of the effective date of the proposed action.

21.3 Content of Written Appeal

- Employee name, position, and department.
- Name of individual or union/association representing the employee.
- Detailed explanation of why the proposed disciplinary action should either be rescinded or modified.
- Any other information the employee believes relevant to the matter at hand.

- Signature of employee appealing proposed disciplinary action.
- Signature of union or association representative.

21.4 Procedure for Imposing Suspension, Demotion, Reduction in Pay and/or Discharge

Pursuant to *Skelly v. State Personnel Board* (1975) 15 Cal.3d 194, for-cause employees (e.g., non-probationer classified employees) have the right to notice and the opportunity to respond prior to the imposition of certain forms of discipline. The procedure for imposing discipline in the form of a suspension, demotion, reduction in pay or discharge for such employees is as follows:

- Step One - Notice of Intent to Discipline

A Department Head/Manager or his/her designee must provide written notice of intent to discipline that contains the following: (1) The proposed level of discipline intended to be imposed, (2) A description of the specific rules or charges upon which the proposed discipline is based, (3) A summary of the facts upon which the charges are based, (4) Copies of the written materials, reports, or documents relied upon for the proposed discipline, (5) Notice of the employee's right to respond to the Department Head/Manager or his/her designee regarding the charges within seven (7) calendar days from the date of the Notice, either by requesting a conference, or by providing a written response, or both, (6) Notice of the employee's right to have a representative of his or her choice at the conference, should he or she choose to respond orally, and (7) Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of the discipline.

- Step Two – Employee's Pre-Discipline Response

If the employee timely requests a conference to respond orally to the charge(s), the conference must be scheduled at least seven (7) calendar days after the date of the Notice, unless the Department Head/Manager deems it impractical or the parties mutually agree to another date in writing. The conference will be an informal meeting with the Department Head/Manager or his/her designee, and its purpose is to provide the employee with an opportunity to rebut the charges against him/her and present any mitigating factors he/she believes should be considered. The pre-discipline conference is not an evidentiary hearing, and the employee shall have no right to bring or call witnesses or present any evidence. The Department Head/Manager or his/her designee must consider the employee's presentation before any final disciplinary action is imposed.

The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified in the Notice of Intent, will constitute a waiver of the employee's right to respond prior to the imposition of the

discipline. In that case, a final Notice of Discipline will be issued by the Department Head/Manager or his/her designee.

- Step Three - Final Notice of Discipline

Within thirty (30) calendar days of receipt of the employee's timely written response or the informal conference, whichever is later, the Department Head/Manager or his/her designee must provide written notice to the employee of the Department Head's/Manager's final decision with respect to the proposed discipline. In this regard, the Notice should indicate that the Department Head/Manager will either (1) dismiss the notice of intent and take no disciplinary action against the employee, (2) modify the intended disciplinary action, or (3) impose the intended disciplinary action. If discipline is to be imposed, the Notice must contain (1) The level of discipline to be imposed and the effective date of the discipline, (2) The specific charges upon which the discipline is based, (3) A summary of the facts upon which the charges are based, (4) Copies of all written materials, reports, or documents relied upon (unless previously provided), and (5) A statement of the nature of the employee's right to appeal. The final notice of discipline shall be filed in the employee's general personnel file once served upon the employee.

21.5 Evidentiary Appeal to Advisory Arbitration

- Request for Appeal Hearing

A regular, for-cause employee may appeal from a final notice of discipline in the form of suspension, demotion, reduction in pay, or termination by delivering a written answer to the charges and a request for appeal to the Human Resources Director. The written answer and request for appeal must be received no later than seven (7) calendar days from the date the final notice of discipline is provided to the employee. The employee must indicate whether he/she is requesting a closed or open hearing in his/her answer. The employee's failure to submit his/her answer and request for appeal in a timely manner will result in the employee's waiver of his/her right to an evidentiary appeal hearing.

- Selection of Arbitrator and Scheduling of Appeal Hearing

If a timely answer/request for appeal is submitted by an employee, the Human Resources Director shall request a list of seven arbitrators from the State Mediation and Conciliation Service or similar organization. Unless the employee and the Department Head/Manager or his/her designee mutually agree on an arbitrator, the parties shall take turns striking names from the list until one remains. The party winning a coin toss shall have the right to either strike first or defer the first strike to the other party. Once the parties notify the Human Resources Director of the name of the arbitrator selected, the Human Resources Director shall notify the arbitrator and the advisory arbitration shall be scheduled as soon as practical. The City and the Union shall split the entire expense of the arbitrator's fee and the cost of audio

recording the proceeding. Any other costs associated with the arbitration (e.g., the optional cost of using a court reporter) shall be borne by the party(s) incurring the cost.

An employee who, having filed a timely written answer and request for appeal, has been notified of the time and place of the appeal hearing, and who fails to appear personally at the hearing, may be deemed to have abandoned his or her appeal. In such a case, the Human Resources Director or his/her designee may dismiss the appeal.

21.6 Conduct of the Appeal Hearing

- Subpoenas

The Human Resources Director has authority to issue subpoenas in the name of the City prior to the commencement of the hearing, but the Arbitrator may decide disputes over subpoenas that have been issued. Each party is responsible for serving his/her/its own subpoenas. City employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. City employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify unless the City agrees to a different arrangement.

- Continuances

The Arbitrator may continue a scheduled hearing only upon good cause shown. If a continuance is requested by the discharged employee, and the employee is ordered reinstated, the former employee shall have no right to back pay during the period of the continuance he/she requested.

- Arbitrator's Jurisdiction and Authority During the Hearing

The Arbitrator has the authority to control the conduct of the hearing and to affirm, modify, or revoke the discipline imposed by the Appointing Authority or his/her designee.

- Conduct of the Hearing

- The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner the Arbitrator decides is the most conducive to determining the truth.
- Any relevant evidence may be admitted if it is the type of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules, which might make improper the admission of such evidence over objection in civil actions.

- Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but over timely objection shall not be sufficient in itself to support a finding, unless such evidence would be admissible over objection in civil actions.
- The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- Irrelevant and unduly repetitious evidence may be excluded.
- The Arbitrator shall determine relevancy, weight and credibility of testimony and evidence.
- During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon the request of either party.
- All witnesses shall be sworn in for the record prior to testifying at the hearing.
- The City has the burden of proof by a preponderance of the evidence.
- The hearing will be closed to the public unless the employee requests that it be open.
- All parties and their attorneys or representatives are expected to act in a civil and professional manner, and they shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or the Arbitrator. Any party, attorney or representatives who engage in such behavior may be excluded from the hearing by the Arbitrator.
- The Arbitrator or the parties may request to submit either opening or closing arguments in the form of written briefs. The Arbitrator will determine whether to allow written briefs, the deadline for submitting briefs, and the page limit for briefs.

21.7 Written Advisory Findings and Recommendations

The Arbitrator shall render a written statement of advisory findings and recommendations to the parties and the Human Resources Director within thirty (30) days after the hearing has been completed and the briefs, if any, have been submitted. The Arbitrator may seek an extension of time to render said statement, but he/she must obtain the written consent of the Human Resources Director for any such extension.

21.8 Final Decision on Appeal by City Manager

The Arbitrator's findings and conclusions will be advisory to the City Manager or his/her designee. The City Manager shall review the Arbitrator's findings and recommendations and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken, as appears warranted to the City Manager. The decision of the City Manager is final.

21.9 Statute of Limitations

The City Manager's written findings and decision will be the City's final administrative decision on the employee's appeal. Pursuant to California Code of Civil Procedure section 1094.6, the parties will have ninety (90) days from the date of the proof of service of mailing of the City Manager's written findings and decision to file a petition for writ of administrative mandamus.

ARTICLE 22. CITY RIGHTS AND RESPONSIBILITIES

Nothing contained herein shall be deemed to supersede the provisions of State law, City ordinances, resolutions, and rules which establish and regulate the merit system. Nothing contained herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, including but not limited to the following:

- To determine the mission of its constituent departments, commissions, and boards;
- To determine the merits, necessity, organization, level and standards of any service or activity of the City;
- To expand, diminish, add or eliminate City services;
- To determine and change the facilities, methods, means, and personnel by which governmental operations are to be conducted;
- To maintain the efficiency of governmental operations;
- To determine and change the number of locations, re-locations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to subcontract any work or operation;
- To determine the size and composition of the work force, to assign work to employees and direct its employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments, and to determine the days and hours when employees shall work;
- To relieve employees from duty because of lack of work or other non-disciplinary reasons;
- To discharge, suspend or otherwise discipline employees for proper cause in accordance with established rules;
- To determine the content of job classifications;
- To hire, transfer, promote, and demote employees for non-disciplinary reasons;
- To determine policies, procedures, and standards for selection, training, and promotion of employees;

- To establish employee performance standards including, but not limited to quality and quantity standards;
- To maintain the efficiency of governmental operations;
- To exercise complete control and discretion over its organization and technology of performing its work and services;
- (p) To establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and
- To take all necessary actions to carry out its mission in emergencies.

The City, in exercising these rights and functions, will not discriminate against any employee because of membership or non-membership in any employee organization.

ARTICLE 23. EXISTING ORDINANCES, RESOLUTIONS, AND POLICIES

It is understood that existing ordinances, resolutions, and policies of the City covering matters pertaining to employer/employee relations, including but not limited to salaries, benefits, hours, and other terms and conditions of employment are not affected by this MOU except as expressly set forth herein. Should there be any conflict, this MOU shall control.

ARTICLE 24. SUPERSEDING LAW AND ZIPPER CLAUSE

It is understood and agreed 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. It is specifically understood and agreed that these terms and conditions will be implemented only to the extent permitted by existing and hereinafter enacted federal and state laws without jeopardizing the City's right to its allocated share of federal and state surplus funds and any provision not permissible there under shall be of no force and effect. If any part of these terms and conditions are in conflict or inconsistent with such applicable provisions of federal or state laws or regulations or otherwise held to be invalid or unenforceable by any other competent jurisdiction, such part or provisions shall be suspended or superseded by such applicable laws or regulations and the remainder of these terms and conditions shall not be affected thereby and shall remain in full force and effect.

The parties agree that during the term of this Agreement, with the exception of any mutually agreed upon reopener and/or applicable side letters, there is no obligation to negotiate on any terms or conditions of employment. However, either party is certainly permitted to request that the other party return to the bargaining table on any issue during the term of the contract. However, since the parties are agreeing to this zipper clause, both parties must agree before there is an obligation to return to the table.

ARTICLE 25. TERM OF AGREEMENT

Upon approval by the City Council of the City of Indio, this Agreement shall be for three (3) years, effective July 1, 2017 and expire June 30, 2020.

APPROVED BY:

City of Indio

PCU

Mark Scott, City Manager

Chris Hamilton, Police Lieutenant PCU

Wendell Phillips, Chief Negotiator

Robert Nava, Police Sergeant PCU

Dan Marshall, Police Sergeant PCU