

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF INDIO AND
THE INDIO POLICE OFFICERS ASSOCIATION (IPOA)**

INTRODUCTION

This Memorandum of Understanding (MOU) reflects all matters concerning those wages, hours, and other terms and conditions of employment between the City of Indio, hereinafter referred to as "City" and the Indio Police Officers Association, hereinafter referred to as "IPOA" and is applicable only to the classifications set forth in Article 2.

ARTICLE 1. RECOGNITION

The IPOA 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 Indio Police Officers Association Unit shall consist of the classifications of Community Service Officer, Corporal, Dispatcher, Police Officer, Property and Evidence Officer, and Senior Dispatcher.

ARTICLE 3. NON-DISCRIMINATION

The parties mutually recognize and agree 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 Employer/Employee Relations Resolution 3173 (2-1-79) and Government Code Section 3500 et seq.

The City and the IPOA agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, religious creed, sexual orientation, ancestry, physical disability, mental disability, medical condition, marital status, political or religious opinions or affiliations. The City and the IPOA shall reopen any provision of this Agreement 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 Agreement in compliance with state or federal anti-discrimination laws.

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ARTICLE 4. SALARY AND COMPENSATION PLAN

For contract years 2003-2008 (September 1, 2003 through and including August 31, 2008):

4.1 Salary Schedule

4.1.1 Contract Years One (1) and Two (2)

Employees shall be paid during contract years one (1) and two (2) (September 1, 2003 through and including August 31, 2005) at rates set forth as non-italicized data in **Exhibit A**, Salary Range per Job Class, attached hereto and incorporated by reference herein. Italicized data in **Exhibit A** has no bearing on contract years one (1) and two (2). 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.

4.1.2 Re-Opener re: New Salary Step During Year Two (2)

Notwithstanding Article 4.1.1 above, the City agrees that at the earliest possible mutually acceptable time and place during contract year two (2), September 1, 2004 through and including August 31, 2005, there shall be a re-opener to discuss the possibility of the City's creation of a new Salary Step in the City's pay plan for all IPOA occupational classes, beyond those specified in Articles 4.1.3 through 4.1.5 inclusive. In agreeing to this re-opener, City has not made any representation to IPOA regarding the likelihood of any particular outcome, and IPOA has not relied upon anything directly or indirectly stated or implied by the City regarding any potential outcome.

4.1.3 New Salary Step – Year Three (3)

At the commencement of contract year three (3), September 1, 2005 through and including August 31, 2006, one (1) new salary step representing a five percent (5%) pay increase, a new Step 8, will be added to the City's pay plan for all IPOA occupational classes.

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4.1.4 New Salary Step – Year Four (4)

At the commencement of contract year four (4), September 1, 2006 through and including August 31, 2007, a second new salary step representing a five percent (5%) pay increase, a new Step 9, will be added to the City's pay plan for all IPOA occupational classes.

4.1.5 New Salary Step – Year Five (5)

At the commencement of contract year five (5), September 1, 2007 through and including August 31, 2008, a third new salary step representing a five percent (5%) pay increase, a new Step

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10, will be added to the City's pay plan for all IPOA occupational classes.

4.1.6 Eligibility to Receive Pay

Employees will be eligible to receive pay as Step 8, 9 and 10 under the terms and conditions specified in this MOU as applicable to other steps.

4.2 Cost of Living Adjustment

At the commencement of contract year three (3), September 1, 2005, each IPOA employee will receive a one and one half percent (1.5%) cost of living increase in his/her gross salary.

At the commencement of contract years four (4) and five (5) (September 1, 2006 and then again September 1, 2007) each IPOA employee will receive a three percent (3%) cost of living increase in his/her gross salary.

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4.3 Salary Advancement

Advancement to a next higher merit increase step may be made after a twelve (12) month interval from the hire date or the date of the last merit increase, whichever is most recent, based upon continued satisfactory service. There shall be a salary increase at the end of six (6) months' employment if the employee starts at Step 1 of the salary range and the employee receives a favorable performance evaluation. Thereafter, the employee shall be eligible for a performance evaluation and merit salary increase at twelve (12) months, based upon continued satisfactory service.

4.4 Merit Step Increases

Advancement to the next higher merit increase step shall not be automatic. Such salary increase or denial of salary increase shall require the specific recommendation, through an evaluation, of the employee's Department Head and the approval of the Personnel Officer. 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 an 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 report, and the rebuttal shall become part of the City's personnel records on that employee.

4.5 Pay Rates on Promotion, Demotion, Transfer, Reinstatement or Reclassification

4.5.1 Salary on Promotion

Any employee promoted to an open position in a class with a higher salary range shall be placed on Step 1 in the new higher range or placed at the step which provides at least a minimum five percent (5%) salary increase for the employee, not to exceed the highest merit increase step of the new range. The employee's merit review date shall change to the effective date of the promotion for consideration in subsequent years.

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

4.5.2 Salary on Demotion

When a classified employee is demoted, their 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 existing salary if the action is for cause. The employee's merit review date shall not change.

4.5.3 Salary on Transfer

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

4.5.4 Salary on Reinstatement

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

4.5.5 Salary on Reclassification

When an employee is reclassified to a higher classification, the employee shall be placed on Step 1 in the new higher range or placed at the step which is a minimum five percent (5%) salary

increase for the employee, whichever is greater, not to exceed the highest merit increase step of the new range. The employee's merit review date shall change to the effective date of the reclassification for consideration in subsequent years.

4.6 Working Out of Class

No employee shall be required to perform duties which 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 to which the employee is currently assigned, that employee shall receive the greater of compensation five percent (5%) above his/her existing base pay rate or the minimum of the "out of class" salary level ("Out of Class Compensation"). An employee shall commence receipt of Out of Class Compensation only 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.

4.7 Overtime and Compensatory Time Off (CTO)

4.7.1 Authorization

No overtime work shall be performed without the prior approval of the employee's immediate supervisor.

4.7.2 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.

4.7.3 Compensation

Overtime is compensated at one and one-half (1-1/2) times the employee's regular hourly rate of pay for hours actually worked in excess of the statutory work period limit set forth infra. as determined

under the Fair Labor Standards Act (FLSA). Use and cash out of compensatory time off shall be subject to all applicable requirements and allowances prescribed by the FLSA, 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, prior to performing the work, of choosing which they wish to receive.

4.7.4 Requesting Compensatory Time Off

Except in the case of an emergency, an employee wishing to utilize their accrued compensatory time off shall submit their request for supervisor authorization at least five (5) days prior to the date(s) they wish 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.

4.7.5 Compensatory Time Accrual

The maximum amount of hours an employee can accrue in a Compensatory bank is one hundred twenty (120) hours. Any hours earned in excess of one hundred twenty (120) hours will automatically be paid by the City as overtime in the pay period in which the employee submitted the hours. Note: The one hundred twenty (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 one hundred twenty (120) hours may be on the books as compensatory time at any one time.

4.8 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.

4.9 Range Qualifications

Departmentally scheduled and authorized range qualifications conducted during an employee's off-duty time shall be compensated at the rate of a

minimum of two (2) hours of pay at current pay scale. Any time actually worked in excess of the two (2) hour minimum shall be compensated at the rate of time and one-half.

4.10 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.

4.11 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.

4.12 Special Assignments and Special Pay Practice

4.12.1 Special Assignments

Specialized assignments, as described herein, are intended to be of indeterminate duration, with the Chief of Police or his designee retaining sole discretion to determine when such assignment shall terminate and who shall be assigned. For the purpose of this article "Special Assignment" shall be defined as assignments(s) specifically defined under the following caption of "RECOGNIZED ASSIGNMENTS", and such assignment removes any employee from their assigned patrol schedule. This will not include any assignments given to the employee on an overtime basis.

For purposes of determining rights to an administrative appeal as provided for by Government Code 3304(b), the employee's first day of performing duties in a specialized assignment shall be considered the employee's "anniversary date" in such assignment. (The definition of "anniversary date" set forth within this section shall be of no application to any other terms and conditions of employment which are based upon an employee's anniversary date, and the application(s) of "anniversary dates" in said other contexts shall not be altered by virtue of this specialized

assignment provision.) If an individual is removed from a special assignment during the initial or any successive twelve (12) consecutive month period of time from the anniversary date of appointment, then a Government Code 3304(b) administrative appeal is provided. However, if the individual is removed from a special assignment effective at the conclusion of the last shift in an initial twelve (12) consecutive month period of assignment or any subsequent twelve (12) consecutive month period of assignment from the anniversary date of assignment, then individuals shall receive no administrative appeal right of any type. Each individual, including incumbents, shall sign a waiver so agreeing.

4.12.2 Recognized Special Assignment Eligibility

The following special assignments are recognized as eligible for special assignment compensation:

- (a) Detective
- (b) School Resource Officer
- (c) Specialized Investigative Detail (as approved by the Police Chief)
- (d) Traffic Officers
- (e) Corporal (Watch Commander). Watch Commander eligibility shall be based upon working at least forty (40) hours as Watch Commander in a pay period. Watch Commander assignments shall not be compensated on a quarterly basis as described below. Instead, Watch Commander special assignment compensation shall be computed on a payroll period basis.
- (f) Canine handlers. (Canine handlers shall receive special compensation as described in the MOU in addition to that compensation specifically provided for time spent feeding, grooming, caring for and/or training the canine.)

4.12.3 Established Special Assignments

Individuals assigned to the positions listed below shall receive special assignment compensation. An FTO as defined below shall receive such special assignment compensation regardless of whether a trainee is assigned to that FTO at all times.

- (a) Field Training Officer (FTO) (must be POST certified and designated as such by the department)
- (b) Rangemaster (as designated by the Chief of Police)
- (c) Department Trainers (when certified by POST and engaged in performing training services to Indio Police Department personnel in conformance with the Department's master training plan, which includes but is

not limited to: restraint/use of force/weaponless defense, drug recognition training, verbal judo, first aid/CPR, baton and other designated training subject to approval of the Chief of Police)

4.12.4 Special Assignment Compensation

The specialized assignment compensation shall be a base salary increase of four percent (4%) of the employee's regular hourly rate of pay. A qualified individual shall be eligible to receive compensation for a maximum of two (2) special assignments. (Receipt of bilingual compensation shall not be included in special assignment compensation for determining eligibility for the maximum two (2) compensations.)

4.12.5 Determination of Eligibility for Special Assignment Compensation

The Chief of Police, in his discretion or that of his designee, shall certify eligibility for specialized assignment compensation on a quarterly basis. The Chief of Police shall notify Human Resources as to any change in any officer's status or eligibility for special assignment compensation within thirty (30) days of such a change. An officer shall be subject to an increase or decrease in his/her compensation resulting from a change in his/her status or eligibility for special assignment compensation in the first paycheck due after the notification described herein.

4.13 Spanish Bilingual Translator Pay

This provision shall apply only to those employees who 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. Upon an employee request, a proficiency examination for certification purposes shall be administered within a reasonable time in no event to exceed thirty (30) days.

4.14 Standby Time

Standby time is defined as that time period when an employee must be available for duty during off-duty hours. This shall be defined as being available by phone at all times during a required standby period which 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 (1-1/2) times the regular 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).

4.15 Detective Standby Pay

The above language regarding standby remains in effect as regards to nonrecurring/unexpected standby requirements. Separate and distinct from the existing standby time provision, individuals assigned as detectives shall receive standby time compensation at the rate of two hundred (\$200.00) dollars for each seven (7) consecutive day period in which the detective is designated as being on-call. In order to receive the two hundred (\$200.00) dollar stipend, the detective must literally be on-call for the entire seven (7) consecutive day period of time. The on-call detective shall be required to maintain, use and answer communication devices as determined by the department head or designee.

4.16 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 straight time rate of pay or the hours actually worked at one and one-half (1-1/2) times the employee's regular rate, whichever is greater. Only the Chief of Police and/or Police Commander shall be authorized to designate a call back as being one of an "emergency". A non-inclusive description of situations where the Chief of Police and/or Police Commander may determine that an "emergency" callback situation exists includes situations where there exists a staffing shortage. This provision shall only be applicable to employees 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.

4.17 Court Time

Upon service with a subpoena, employees have an obligation to appear in court on the date/time specified. When a hearing related to a subpoena 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. In this circumstance, the employee will fill out the form attached to this Agreement as **Exhibit B**.

4.17.1 Appearance During On-Duty Time

When an employee is subpoenaed to court for appearance during on duty time, that employee's supervisor may instruct the on-duty employee to contact the case prosecutor and if possible, have the on-duty employee placed on call. In the event that an on duty employee so instructed secures the case prosecutor's permission to be on call, the on-duty employee must report to court within fifteen (15) minutes upon notice by the prosecutor or his/her designee that an appearance will be required. The on-duty Watch Commander has the responsibility to ensure the on duty employee compliance with the fifteen (15) minute response time.

4.17.2 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 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 when the court or prosecutor notifies that employee that he/she must report to court. Such on call compensation will be at the rate of two (2) hours pay at one and one-half times the regular pay for each eight (8) hours or portion thereof an employee spends on "on-call" time status.

4.17.3 On-Call Time for Court Purposes

Unless otherwise arranged, "on-call" time for court purposes commences at the time the off-duty officer 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 terminate 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.

4.17.4 Compensation

Every off-duty employee who goes to court as required by a subpoena shall be compensated at a minimum of two (2) hours at one and one half (1-1/2) times his/her regular hourly rate of pay or, at the employee's option, for the actual length of time spent in court paid at the rate of one and one half (1-1/2) times his/her regular hourly rate of pay whichever is greater. Every off-duty employee must make an election as to whether he/she wishes to be compensated for the minimum of two (2) hours or for the actual time spent in court. Such an election must be noted on the overtime slip submitted by that employee for pay as to off-duty court time.

4.17.5 Use of Assigned Vehicle

Each on duty Police Officer, Corporal, and Community Service Officer required to attend court pursuant to a subpoena may use his/her assigned Police vehicle for that purpose. On duty employees required to attend court pursuant to a subpoena and not assigned a Police vehicle must secure the use of a Police vehicle for that purpose through the on-duty Watch Commander. Furthermore, each off-duty Police Officer, Corporal and Community Service Officer required to attend court pursuant to a subpoena may use his/her assigned Police vehicle for that purpose. This Article shall not be construed to independently permit any employee to take a Police vehicle home.

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 sworn and non-sworn new hire employees, the initial probationary period shall be eighteen (18) months from date of hire. During this time, new hire employees serve only at the will and pleasure of the City. Non-lateral entry peace officers shall be on probation from the date of hire and for eighteen (18) months following successful completion of the POST basic recruit academy.

5.2 Probation Upon Promotion

An employee who has been promoted to a higher classification shall be on probation for twelve (12) months from date of the promotion.

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5.3 Extension of Probation

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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.

5.4 Probation Upon Reemployment

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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 four hundred seven (\$407.00) dollars for single coverage, five hundred forty five (\$545.00) dollars for 2-party coverage, and six hundred fifty (\$650.00) dollars for family coverage. Employees will be allowed to spend this cafeteria plan on medical, dental, and other available insurance options, deferred compensation contribution, or direct deposit to the Credit Union. The employee has the ability to spend the full amount of the contribution.

6.1.1 Reopener

The City agrees that at the earliest possible mutually acceptable time and place during contract year two (2) (September 1, 2004 through and including August 31, 2005) and contract year four (4) (September 1, 2006 through and including August 31, 2007) there shall be a re-opener to discuss health premiums.

6.1.2 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 insurance programs, dental insurance, group term life insurance (additional coverage above fifty thousand (\$50,000.00) dollar policy), deferred compensation programs, deductions to the Riverside County Federal Credit Union, and any other additional benefits which may be offered by the City in the future.

6.1.3 Required Coverage

All City employees are required to have, at a minimum, single employee coverage for medical, dental, and vision insurance programs. An employee may elect not to participate in the City's medical, dental and/or vision 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 every six (6) months 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, with any exception, be eligible to re-enroll in the City's program until the next open enrollment period. If an employee waives medical coverage, he/she is only eligible to receive as cash compensation an amount equal to the "Single Coverage" cafeteria plan contribution amount.

6.2 Disability Benefits

The City has established (for non-sworn personnel) an Industrial Disability leave program whereby employees could use sick leave to supplement disability payments for Workers' Compensation cases in order to receive a full paycheck. The employee must sign over their disability check to the City; the City will then credit the employee's sick leave bank with the equivalent number of hours based on the amount of the payment.

Any non-sworn member of the bargaining unit who is injured on the job, and such injury is determined to be work related by the City's third party claims administrator (TPA) or if insured by the workers' compensation insurance carrier, shall be eligible to receive the equivalent of full City paid salary (when combined with any applicable disability benefits) and benefits, for normally assigned shifts, from such continuing absence beginning the first (1st) day through the thirtieth (30th) calendar day of such absence.

6.3 Life Insurance

The City shall provide, at no cost to the employee, a group 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 sixty (60) day benefit waiting period. (Note: The sixty (60) day elimination period is actual calendar days, not working days.)

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 twelve (12) months from the effective date of the lay-off action.

Prior to instituting any layoffs, the City agrees to meet with the IPOA to discuss alternatives. The City has no obligation to agree to any alternatives suggested by the Union, nor must the City negotiate to impasse or utilize any impasse procedures before instituting layoffs.

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 MOU 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 MOU 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 Division 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 which shall be reported to the Finance Office 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:

<u>Years of Service</u>	<u>Hours/Pay Period</u>	<u>Hours/Year</u>
1 but less than 4	3.08 hours	80 hours
4 but less than 7	4.62 hours	120 hours
7 but less than 10	5.54 hours	144 hours
10 years	6.15 hours	160 hours
11 years	6.46 hours	168 hours
12 years	6.77 hours	176 hours
13 years	7.08 hours	184 hours
14 years	7.39 hours	192 hours

15 years and beyond	7.69 hours	200 hours
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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 but 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 more than one (1) year but less than four (4), therefore 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

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.

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8.2.5.2 Maximum Accrual/Exceptions

The maximum vacation accrual amount and the amount of vacation time an employee can sell back to the City will remain as specified. Exceptions to this policy may be granted by the Personnel Officer after consulting the appropriate Department Head in certain situations or where the employee, due to work requirements, may not have been able to utilize one (1) week of vacation leave.

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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. Vacation sign-up schedules 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. Vacation requests must be for dates prior to next shift rotation. Vacation schedules may be done up to six (6) months in

advance. The Chief of Police shall have the final discretion on the assignment of vacation period(s). Employees who have served less than six (6) months in the service of the City may not utilize accrued vacation.

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 of Police provided that the total time off does not exceed a block of four (4) weeks. The Chief of Police shall not unreasonably deny such request based on Departmental needs.

8.3 Holiday Pay

All employees shall receive 6.3 hours per payroll period, an annual equivalent of one hundred sixty four (164) hours of holiday pay.

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 eleven (11) years, twenty five percent (25%); eleven (11) plus years to sixteen (16) years, fifty percent (50%); and sixteen (16) plus years, seventy five percent (75%).

In determining the dollar amount of sick leave payoff for sick leave accrued subsequent to July 1, 1991, the rate of pay for the month in which the sick leave was accrued will be used. For sick leave accrued prior to July 1, 1991, the payroll rate as of July 1, 1991 will be used. When employees actually use sick leave for absences in accordance with sick leave policy, they will be paid at their then current salary rates regardless of whether such leave was accrued prior to or subsequent to July 1, 1991. When sick leave is used in accordance with City policy, the City will deduct the earliest accrued sick leave, then the next earliest, and so on (first in, first out).

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. In addition, all employees will be placed onto the annual sick leave incentive program established in July of 1991. Note: All employees would then be

eligible for the annual sick leave incentive program whereby an incentive payment is made annually based on the employee's sick leave usage that year.

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.

Employees will continue to accrue sick leave at the rate of one (1) day per month, 3.692 hours per bi-weekly pay period.

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 or the Personnel Officer prior to or within two (2) hours after the time set for the beginning of the employee's regular daily duties.

When absent for more than three (3) consecutively scheduled workdays, the employee must file a physician's certificate or work release or a personal affidavit with the Personnel Officer indicating the employee was unable to perform their duties during their absence. Failure to file the necessary documents within two (2) days following the return to work will be cause for such absence to be charged as leave without pay. Violation of sick leave privileges may result in disciplinary action and/or loss of pay when, in the opinion of the Personnel Officer, the employee has abused such privileges. Physician's certificate or work release form may be

requested by the Personnel Officer if a potential sick leave abuse pattern appears to be developing.

Employees may use their accumulated sick leave for absence due to the following specified reasons:

- a. Illness or injury to the employee.
- b. Exposure of the employee to a contagious disease.
- c. Illness of the employee's spouse, children or of persons residing within the employee's household which require the presence of the employee.
- d. To maintain a full paycheck while the employee is receiving Workers' Compensation benefits.
- e. 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 for Family and Medical Leave, 2) prior authorization before submitting request for sick leave, and 3) a maximum use of five (5) days of sick leave. Additional time off, subject to approval by Department Head and Personnel Officer or designee would have to come from the employee's vacation leave or compensatory time off balances.
- f. Other reasons as approved by the Personnel Officer or designee.

Employees who have called in sick and are on authorized sick leave shall be at their primary residence or available for a phone call by their supervisor during the hours they are normally scheduled to work in case their supervisor needs information from them to proceed with normal work processing. Employees who have been disciplined or subjected to a Performance Improvement Program (PIP) related to attendance and/or sick leave usage within the last twelve (12) months may be subject to a visit by their supervisor. Exceptions would include visits to doctor's offices, hospital or other scheduled place of treatment. Employees too ill or incapacitated to be available may be considered an exception as well.

Employees may convalesce at a location other than their primary residence provided their immediate supervisor is given information on where and how they may be reached at the location the employee will be located.

8.4.5 Sick Leave Reduction Program

The City implemented a City-wide Sick Leave Reduction Program effective August 1, 1991. The intended purpose of this program is

to provide a consistent and uniform method City-wide for evaluating sick leave usage and reducing abuse of the sick leave privilege.

8.4.6 Annual Sick Leave Usage Incentive Program

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

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<u>Maximum Sick Hours:</u>	<u>Additional Pay Credit:</u>	<u>Maximum Sick Hours:</u>	<u>Additional Pay Credit:</u>
2 hours	24 hours	18 hours	8 hours
4 hours	22 hours	20 hours	7 hours
6 hours	20 hours	22 hours	6 hours
8 hours	18 hours	24 hours	5 hours
10 hours	16 hours	26 hours	4 hours
12 hours	14 hours	28 hours	3 hours
14 hours	12 hours	30 hours	2 hours
16 hours	10 hours	32 hours	1 hours

Note: Employees will be paid at their normal hourly rate which is in effect at time of annual payment in August. Employees who have not worked a full year will have their additional pay credit prorated based on their length of service (i.e., six (6) months = one half (1/2) value and one (1) month = one twelfth (1/12) value).

8.5 Bereavement Leave

An eligible employee may be granted from twenty four (24) hours to a maximum of forty (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 forty (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.

8.6 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 Chief of Police an opportunity, within the limits of military regulations, to determine when such

leave shall be taken. During periods of military leave, sick leave and vacation leave shall continue to accrue.

8.7 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 and written request of the employee setting forth the reason for the request; the approval 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.

8.8 Association Leave

The City shall allow up to a total of one hundred fifty (150) hours of paid leave annually for IPOA members to attend conferences and seminars specifically related to association business when so requested by the IPOA President and approved by the Police Chief in writing. Payroll slips must be submitted to the Chief of Police and Human Resources Office to provide for an accounting of use of this "Association" leave.

8.9 Jury Duty and Witness Leave

8.9.1 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.

8.9.2 Policy

Except as specified above in Article 8.9.1, any employee in receipt of a jury duty/witness notification/subpoena shall, no later than the first normal business day following receipt of such process, notify his/her Commander or immediate supervisor. Every employee called or required to serve as a juror in any matter, or a witness in a matter, that is related to the course and scope of his/her employment shall be entitled to absent himself/herself from duty during the period of such service, or while necessarily being present in court as a result of such call or requirement. An employee who is on jury duty will continue to receive full pay and benefits and shall be entitled to retain juror fees. Since an employee's absence may, under some circumstances, create undue hardship for the employee or the Department, or materially effect required service to the public,

nothing herein shall be deemed to effect the right of the Chief of Police to discuss with any employee: (a) the possibility and practicability of seeking an exemption or excuse from jury duty or (b) any alternative that may legally exist to the employee's appearance as a witness in a pending matter.

ARTICLE 9. WORK AND PAY PERIODS

9.1 Work Period

The workweek for non-peace officer employees shall be seven (7) consecutive calendar days commencing at a date and time to be specified by the City. For all peace officer 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 overtime at the time and one-half (1-1/2) 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.

It is current City 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.

9.2 Pay Period

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

9.3 Work Day

Presently the City utilizes a twelve (12) hour shift (the "12 Hour Shift Plan") for patrol Dispatcher and Community Service Officer personnel based on an agreement between the City and IPOA. Under the terms of this agreement, the City retains the eight (8) hour/five (5) day schedule (the "Established Schedule") as the Department established schedule. Under the terms of this agreement IPOA has agreed that the City does not need to "buy back" or otherwise negotiate a change back to the Department established schedule, but must follow the procedures for notification of a schedule change as specified in Section 9.5. The City agrees to utilize the twelve (12) hour 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.

Deleted: When the Department is operating with eight (8) hour shifts, a workday shall consist of an eight (8) hour work period which includes two (2) fifteen (15) minute rest periods. Field Peace Officers shall be granted a thirty (30) minute meal period which is included within their eight (8) hour compensated workday. Field Police Officers and Field Community Service Officers shall be required to remain on call within the City during the fifteen (15) minute rest periods and thirty (30) minute meal period. All other employees shall be granted a sixty (60) minute duty free non-compensated meal period. The Department shall make all reasonable efforts to ensure that Officers covered under this Agreement 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 Peace Officers or Community Service Officers, no additional compensation shall be paid.

9.3.1 Established Schedule

When the Department is operating per the Established Schedule, an employee workday shall consist of an eight (8) hour work period which includes two (2) fifteen (15) minute rest periods. Field Peace Officers and Field Community Service Officers shall be granted a thirty (30) minute meal period which is included within their eight (8) hour compensated workday. Field Police Officers

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and Field Community Service Officers shall be required to remain on call within the City during the fifteen (15) minute rest periods and thirty (30) minute meal period. All other employees shall be granted a sixty (60) minute duty free non-compensated meal period. The Department shall make all reasonable efforts to ensure that employees covered under this Agreement 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 Peace Officers or Field Community Service Officers, no additional compensation shall be paid.

9.4 Response Time

Unit employees must live within approximately one (1) hour lawful driving time of the Indio Police Department. New employees shall have sixty (60) days following 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 or more employee 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. Department scheduled training and special events do not constitute a bona fide emergency and shall be held to 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 employees to exchange days off or shifts under the following conditions:

- a. Both parties to the exchange must be willing to voluntarily make the exchange and must notify their immediate supervisor;
- b. 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;
- c. No employee shall be authorized to remain on the same shift for a period exceeding one (1) year without the approval of the Chief of Police or his designee;
- d. 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
- e. 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

9.7.1 Shift Term and Shift Rotation Exemptions

The Chief of Police shall determine in response to the needs of the Department and in a manner consistent with this MOU the length of time during which employees are assigned to any particular shift (a "Shift Term") and the specification of employees not subject to Shift rotation ("Shift Rotation Exemptions").

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9.7.2 Selection of Shifts by Seniority

The Department shall use best efforts to permit all employees to select their respective shifts according to seniority based upon classification and staffing levels (Corporal, Officer, etc.) and the position available within each shift. The Department will not permit employee selection of shifts to interfere with the Department fulfilling its responsibility to insure balanced and professional staffing through all shifts.

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".

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9.7.4 Minimum One (1) Rotation Within Two (2) Year Period (12 Hour Shift Plan)

Employees shall not work the same Shift consecutively for more than two (2) Shift Terms during the Department's use of the 12 Hour Shift Plan. Scheduling conflicts or concerns based on Departmental need shall be rare; all employees shall be required to work both Shifts at least once during any two (2) year time period. This requirement to work both Shifts at least once during a two (2) year period does not require an employee to work all Team Schedules.

9.7.5 Rotation Within Two (2) Year Period (Established Schedule)

If the Department terminates use of the 12 Hour Shift Plan in favor of the Established Schedule, the Department shall take appropriate action to insure rotation by all employees through the various schedule options during a two (2) year period.

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ARTICLE 10. UNIFORM ALLOWANCE

The City shall pay to Peace Officer and Community Service Officer positions a uniform allowance in the amount of one hundred forty (\$140.00) dollars and eighty (\$80.00) dollars, respectively. The 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 will provide two (2) polo uniform shirts to each of the Dispatchers annually, it will also allow employees to purchase additional shirts at City cost.

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.

ARTICLE 11. PRACTICE AMMUNITION

The City shall make available to each Peace Officer employee one hundred (100) rounds monthly of Departmentally-authorized ammunition to maintain shooting skills. Said one hundred 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.

ARTICLE 12. EDUCATIONAL INCENTIVE PAY AND CERTIFICATE PAY

12.1 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."

12.1.1 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.

12.1.2 Major with Reasonable Relationship to Regular Duties

An additional condition upon an employee's receipt 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.

12.2 Certificate Pay

12.2.1 Ineligibility

Any employee hired on and after July 1, 2000 shall be ineligible to receive compensation pursuant to Article 12.3 below.

12.2.2 Eligibility and Schedule

Every employee hired prior to July 1, 2000 shall be eligible to receive a flat monthly supplement ("Certificate Pay"), disbursed by the City as it sees fit, as specified by the following schedule:

Certificate	Flat Monthly Supplement
Intermediate Peace Officers Standards and Training	\$25.00
Advanced Peace Officers Standards and Training	\$50.00

12.3 Prohibition of Educational Incentive Pay Combined with Certificate Pay

No employee shall contemporaneously receive Educational Incentive Pay and Certificate Pay. As each employee eligible to receive both Certificate Pay and Educational Incentive Pay becomes eligible for both benefits, he/she must elect which benefit shall be received and inform his/her supervisor of this election in writing.

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

- a. 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 one thousand two hundred fifty (\$1,250.00) dollars per fiscal year. If reimbursement is received for the cost of books, they must be turned in to the City. If a book is not in usable condition, the employee shall not receive reimbursement. Travel, supplies or other expenses in connection with these courses are the responsibility of the individual employee.
- b. 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.
- c. 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.
- d. Only those courses which were approved by the Department Head and the City Manager prior to registration shall be eligible for reimbursement.
- e. An employee must have completed their probationary period in order to participate in the Tuition Reimbursement Program.
- f. 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

- a. No blanket approval of programs shall be granted. Only specific courses for a particular semester shall be approved.
- b. 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.
- c. All approved courses must be taken outside of regularly scheduled working hours. Any exceptions must be approved by the Department Head and City Manager.
- d. 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

- a. 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, the catalog number of the course, title of the course, number of semester 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.
- b. 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 Department. One (1) copy of the form shall be returned to the Department for its files and one (1) copy shall be returned to the employee who will retain the copy until completion of the course(s).

13.4 Method of Payment

- a. 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.
- b. Reimbursement will be made by the Finance Department only after all forms and documents have been reviewed and payment authorized by the Human Resources Department.

13.5 Interpretation and Implementation

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

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 Unit in the following manner:

- (a) A minimum of six (6) hours POST or Department-sponsored training per quarter for all sworn officers. Time spent at the firing range shall count toward training time.
- (b) A minimum of three (3) hours POST or Department-sponsored training per quarter for all Community Service Officers.
- (c) All Dispatchers will complete an in-house training program consisting of at least sixteen (16) hours of training with a designated Field Training Officer (FTO) on non-assigned radio time before being placed on the radio. All Dispatchers will be sent to a POST-approved Dispatcher Training School as soon as practical after initial hire. After such initial training, all Dispatch

- personnel shall receive a minimum of three (3) hours' mandatory POST or Department-sponsored training per quarter.
- (d) 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. GARNISHMENT SERVICE FEES

Recognition of the City's Management 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' rights to enforce other rules, regulations and polices that are related to garnishment.

ARTICLE 16. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

16.1. Retirement Contributions

The City will pay the normal contribution required to be paid by all probationary and permanent full-time employees. Such contributions shall be reported as normal contributions and shall be credited to said employee's account pursuant to Government Code Section 20615. This payment of employee's normal contributions to the Public Employees' Retirement System is done pursuant to Section 4.4.(h)(2) of the Internal Revenue Code.

16.2. Purchasing Additional Service Credit Upon Retirement

As is described in Section 8.4.2., the City of Indio amended the contract with the Public Employees' Retirement System (PERS) 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 "frozen" sick leave, as that term is referenced in Section 8.4.1, 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.

16.3. Retiree Medical Insurance Continuation Program

The City's existing Employee/Retiree Medical Insurance Contribution Program includes the following:

- (a) A requirement that all employees be vested with PERS, i.e., have five (5) years of PERS service credit.
- (b) Retirees shall be eligible for a City-paid contribution equivalent to the current amount given to active employees in their respective bargaining unit for retiree medical insurance coverage. However,

the retiree is not eligible for any cash back if the contribution amount exceeds the cost of the insurance.

16.4. 3% @ 50

Effective June 30, 2005 the Public Employees' Retirement System (PERS) contract shall be amended to provide the 3% @ 50 retirement benefit for sworn personnel only.

16.5. 2.7% @ 55

Effective September 16, 2004, the Public Employees' Retirement System (PERS) contract shall be amended to provide the 2.7% @ 55 retirement benefit for non-sworn IPOA personnel only.

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ARTICLE 17. DISCIPLINE

Disciplinary matters shall be governed by departmental disciplinary procedures. These procedures, which are more stringent than those in the City of Indio Personnel Rules and Regulations, shall supersede Rule XV of the Personnel Rules and Regulations of the City of Indio.

ARTICLE 18. EMPLOYEE GRIEVANCE PROCEDURE

18.1 Matters Subject to Grievance Procedure

Any employee of the City within the Competitive Service 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 a written Memorandum of Understanding between the City and a formally recognized employee organization, employee performance evaluations or minor disciplinary actions that are not subject to the appeal as covered in Rule XVI. Appeals Procedures of the City of Indio Personnel Rules and Regulations.

18.2. Informal Grievance Procedure

An employee who has a problem or complaint should first attempt to discuss the matter with their immediate supervisor without unreasonable delay. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, they shall, after informing their 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, they 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.

18.3. Content of Written Formal Grievance

- a. Employee name, position, and department.
- b. Name of individual or union/association representing the employee.
- c. Statement of grievance giving:
 1. Date and time of action being aggrieved.
 2. Circumstances of grievance.
- d. Specific City policy or MOU provision being violated.
- e. Desired resolution of grievance.
- f. Signature of aggrieved employee and date.
- g. Signature of union or association representative.

18.4. Formal Grievance Procedure

Levels of review through chain of command:

A. 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 their Department Head after notifying their 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.

B. 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.

C. 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.

18.5. Conduct of Grievance Procedure

- a. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- b. The employee, at their 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.
- c. The employee and their designated representative may be privileged to use a reasonable amount of work time as determined by the appropriate Department Head in conferring and presenting the grievance.
- d. Consultation with the City's Human Resources Department staff and Personnel Officer may be made as it relates to clarification and interpretation of these Rules.
- e. 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.
- f. Employees shall be assured freedom from reprisal for using the grievance procedures.

ARTICLE 19. 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:

1. To provide a procedure for the settlement of grievances as outlined in the City's Grievance Procedure.

2. 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.
3. To provide an orderly procedure to handle the appeal through each level of supervision, if necessary, with final decision being vested in the City Manager.
4. To ensure fair and equitable treatment of all employees.

This procedure is applicable to all permanent, regular, or non-probationary employees of the City of Indio's Personnel Merit System. Where any section, subsection, sentence, clause or phrase of this procedure is found inconsistent with an approved memorandum of understanding enacted between the City and the IPOA, that previously enacted memorandum of understanding shall prevail.

19.1. Right of Appeal

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

- a. Discharge.
- b. Demotion or demotion involving a reduction in pay.
- c. Reduction in pay.
- d. 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 18, provided the issue is a matter subject to the provisions of the grievance procedure.

19.2. Method of Appeal

- a. 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.
- b. An employee wishing to appeal shall file a written statement signed by the appellant with the Personnel Officer within seven (7) days of the effective date of the proposed action.

19.3. Content of Written Appeal

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

19.4. Appeals Procedure

19.4.1 Step One: City Manager Review

Upon receipt of such notice of appeal, the Personnel Officer shall arrange for a meeting with the City Manager within seven (7) calendar days of the filing of the appeal. After weighing all evidence, the City Manager shall render a written decision within fifteen (15) calendar days of the meeting unless a time extension is deemed necessary. The decision of the City Manager is final unless the employee chooses to appeal the City Manager's decision to an Advisory Arbitrator for non-binding decision.

The employee must notify the Personnel Officer within fourteen (14) calendar days of receipt of the City Manager's written decision of the employee's intention to request such appeal to an Advisory Arbitrator.

19.4.2. Step Two: Advisory Arbitrator (Hearing Officer) Review

The City shall make available to employees the opportunity for a non-binding, neutral, third party review of the proposed disciplinary action. The Hearing Officer shall present written reports and findings to the City Manager for review. The City Manager shall review the matter in light of all the material presented and render a final and binding decision regarding the proposed disciplinary action.

- a. If a Hearing Officer is requested, the City shall request that the name of a Hearing Officer be provided by the State of California Mediation and Conciliation Service or other similarly appropriate body. The City shall pay the full costs of the Hearing Officer from the State Mediation and Conciliation Service. If either the City or the employee requests a Hearing Officer from a non-State provided source, the City and employee shall equally share the costs incurred for the Hearing Officer (fifty percent (50%) each).
- b. The Hearing Officer shall be a neutral professional with fact-finding experience.
- c. The hearing shall be scheduled within twenty (20) calendar days of selection of the Hearing Officer, unless circumstances prevent scheduling within that time frame.

- d. The function of the Hearing Officer shall be to examine all the facts and available evidence, to question witnesses, and to provide a written recommendation to the City Manager.
- e. Evidence taken at the hearing by the Hearing Officer shall conform to the provisions of California Government Code Section 11513.
- f. The findings and recommendation of the Hearing Officer shall be submitted to the appellant, the City Manager, and the appointing authority.
- g. After receiving the written facts and recommendations from the Hearing Officer, the City Manager shall render a written decision to the employee within fourteen (14) calendar days. The City Manager's decision shall be final.
- h. If the employee is not satisfied with the final decision of the City Manager, the employee has the option, at the employee's expense, of initiating a review by the court system under the procedures set forth in the California State Code of Civil Procedure.

19.5 Right of Representation

In the conduct of an appeal, the appellant shall have the right, at the employee's own option and expense, to be represented by another person of their own choosing, to the summoning of witnesses in the employee's behalf, and/or to the employment of counsel.

19.6 Conduct of Appeal Procedure

- a. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the Personnel Officer.
- b. The employee and their designated representative may be privileged to use a reasonable amount of work time as determined by the Personnel Officer in the preparation and presentation of the appeal.
- c. The City shall provide the employee with copies of all documents and related materials used to support the City's position regarding the proposed disciplinary action.
- d. Consultation with the City's Human Resources Department staff and the Personnel Officer may be made as it relates to clarification and interpretation of these rules.
- e. Employees shall be assured freedom from reprisal for using the appeal procedures.

ARTICLE 20. 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:

- (a) To determine the mission of its constituent departments, commissions, and boards;
- (b) To determine the merits, necessity, organization, level and standards of any service or activity of the City;
- (c) To expand, diminish, add or eliminate City services;
- (d) To determine and change the facilities, methods, means, and personnel by which governmental operations are to be conducted;
- (e) To maintain the efficiency of governmental operations;
- (f) 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;
- (g) 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;
- (h) To relieve employees from duty because of lack of work or other non-disciplinary reasons;
- (i) To discharge, suspend or otherwise discipline employees for proper cause in accordance with established rules;
- (j) To determine the content of job classifications;
- (k) To hire, transfer, promote, and demote employees for non-disciplinary reasons;
- (l) To determine policies, procedures, and standards for selection, training, and promotion of employees;
- (m) To establish employee performance standards including, but not limited to quality and quantity standards;
- (n) To maintain the efficiency of governmental operations;
- (o) 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
- (q) 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 21. 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 Agreement except as expressly set forth herein. Should there be any conflict, this Memorandum shall control.

ARTICLE 22. SUPERSEDING LAW

It is understood and agreed that this Memorandum of Understanding 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 this Agreement shall 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 thereunder shall be of no force and effect. If any part of this MOU is 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 this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

ARTICLE 23. NON-ECONOMIC RE-OPENER

The City and IPOA agree to a reopener during contract year three (3), commencing on September 1, 2005 through August 31, 2006, to discuss a maximum of two (2) non-economic issues to be determined by IPOA.

ARTICLE 24. TERM OF AGREEMENT

Upon approval by the City Council of the City of Indio, this Agreement shall be effective from September 1, 2003, and continuing on to and including August 31, 2008.

APPROVED BY:

CITY OF INDIO

Jacqueline Bethel, Mayor

Date

INDIO POLICE OFFICERS ASSOCIATION (IPOA)

Raymond Elias, IPOA President

Date

Richard Blackwell, IPOA Employee
Representative

Date

David Slama, IPOA Employee
Representative

Date

Darren Zroka, IPOA Employee
Representative

Date