



take center stage

**INDIO POLICE OFFICERS' ASSOCIATION
(IPOA)**

**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING**

(January 1, 2024– December 31, 2026)

**INDIO POLICE OFFICERS' ASSOCIATION (IPOA)
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**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

IPD Community Service Officer I
IPD Community Service Officer II
IPD Senior Community Service Officer
IPD Police Dispatcher I
IPD Police Dispatcher II
IPD Police Senior Dispatcher
IPD Property and Evidence Officer I
IPD Property and Evidence Officer II
IPD Senior Property and Evidence Officer
IPD Crime Analyst I
IPD Crime Analyst II
IPD Police Officer
IPD Police Corporal*

*Effective January 1, 2024, the Corporal classification will be eliminated. Any current corporals will be allowed to remain in the classification.

Classifications added (or deleted) by City Manager approval action and designated as being assigned to the Unit in the resolution shall be considered as a part of this section even if not specifically mentioned in the above language.

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 9576 (11-7-12) 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, gender, gender identity, gender expression, age, national origin, religious creed, sexual orientation, ancestry, physical disability, mental disability, medical condition, genetic information, reproductive health decision making, military or veteran status, 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.

ARTICLE 4. SALARY AND COMPENSATION PLAN

For contract years 2024-2026 (January 1, 2024 through and including December 31, 2026):

4.1 Salary Schedule

4.1.1 Cost of Living Adjustment

Effective the first day of the pay period that begins following approval and adoption of the MOU, there shall be a four percent (4%) across the board base pay increase to each of the represented classifications. Effective the first day of the pay period that contains January 1, 2025, there shall be a three percent (3%) across the board base pay increase to each of the represented classifications. Effective the first day of the pay period that contains January 1, 2026, there shall be a one percent (1%) across the board pay increase to each of the represented classifications. However, in the event assessed property values as of January 1, 2025 and reported in or about July 2025 increase from the previous year by greater than five percent (5%), the across the board pay increase shall increase to a total of two percent (2%). Or, in the event assessed property values as of January 1, 2025 and reported in or about July 2025 increase from the previous year by greater than eight percent (8%), the across the board pay increase shall increase to a total of three percent (3%).

4.1.2 Salary Schedule

Effective the first day of the pay period that begins following approval and adoption of the MOU, the bottom step of the salary range will be eliminated as to the Police Officer Classification only (for a remaining total of eight steps). Effective the first day of the pay period that contains January 1, 2025, the bottom step of the salary range will be eliminated as to the Police Officer Classification only (for a remaining total of seven steps). Effective the first day of the pay period that contains January 1, 2026, the bottom step of the salary range will be eliminated as to the Police Officer Classification only (for a remaining total of six steps). As to all other classifications subject to this Agreement, the City maintains a nine-step salary range.

4.1.3 Merit increases

Effective July 1, 2021, employees shall be eligible for merit increases as specified in section 4.3 Merit Step Increases of the MOU.

4.2 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. If an employee is on an extended leave of absence (i.e., six months or more), the employee's merit review date may be extended by the corresponding amount of time if a sufficient amount of performance data is not available to the evaluator.

4.3 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/Manager and the approval of the City Manager. 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. 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.

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

4.4.1 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 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.

4.4.2 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.

4.4.3 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.

4.4.4 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.

4.4.5 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 not change.

4.5 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 employed, that employee shall receive the greater of five percent (5%) above his/her existing base pay rate or bottom step of the elevated classification in which the employee is acting ("Out-of-Class Compensation"). An employee shall be entitled to Out-of-Class Compensation for all hours spent acting in the elevated classification, provided the employee is designated by a supervisor to "act" in the elevated classification and the employee spends one full shift or more in such

acting capacity.

A Police Officer or Police Corporal asked to serve as Watch Commander by someone above the rank of Sergeant shall be deemed an "Acting Sergeant" for that shift and shall be entitled to Out-of-Class Compensation. A Police Dispatcher I or II who is asked to serve as a Dispatcher Supervisor by someone above the rank of Sergeant shall be deemed an "Acting Dispatcher Supervisor" for that shift and shall be entitled to Out-of-Class Compensation.

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 out-of-class capacity without the written authorization of the City Manager or designee.

4.6 Overtime and Compensatory Time Off (CTO)

4.6.1 Authorization

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

4.6.2 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.

4.6.3 Overtime Compensation

An employee shall be paid for all hours worked outside of the employee's regularly assigned work hours at one and one-half (1 ½) 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.

FLSA overtime at one and one-half (1 ½) times the employee's regular rate of pay shall be paid for hours actually worked in excess of the statutory FLSA work period, as defined in Article 9.

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. When an employee works outside of his or her regularly scheduled hours, 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.

4.6.4 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.

4.6.5 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. 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.

4.7 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.

4.8 Range Qualifications

Departmentally scheduled and authorized range qualifications conducted during an employee's off-duty time shall be compensated at one and one-half (1 ½) times the adjusted hourly pay rate for the actual time worked, in accordance with Article 4.6.3, with a minimum of two (2) hours.

4.9 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.

4.10 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.

4.11 Special Assignment Pay

4.11.1 Special Assignments

Special assignments, as described herein, are intended to be of indeterminate duration, with the Chief of Police or their designee retaining sole discretion to determine when such assignment shall terminate and who shall be assigned. For the purpose of this article "Special Assignments" are listed below, 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.

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

- Detective
- School Resource Officer
- Specialized Investigative Detail (as approved by the Police Chief)
- Quality of Life Team
- Traffic Officers
- 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.)
- Range master (as designated by the Chief of Police)
- Department Trainers (when certified by POST and engaged in performing training services to Indio Police Department personnel, which includes but is not limited to: range staff, force options, crisis intervention training, restraint/use of force/weaponless defense, drug recognition training, first aid/CPR, baton and other designated training subject to approval of the Chief of Police)

4.11.3 FTO and CTO Special Assignments

An FTO and CTO, as defined below, shall receive special assignment compensation regardless of whether a trainee is assigned to that FTO or CTO at all times.

- Field Training Officer (FTO) (must be POST certified and designated as such by the department)
- Communications Training Officer (CTO)
- Beginning January 1, 2019, the FTO and CTO positions will become two-year assignments. Any person who is FTO or CTO certified who wishes to serve as an FTO or CTO shall submit a memo of interest to the Chief of Police. The Chief of Police shall designate a minimum of 6 FTO and 2 CTO positions filled at all times (unless there are insufficient qualified applicants). Once selected, an employee shall serve in such assignment for a 2-year term, unless earlier removed for disciplinary just cause. An employee serving as an FTO or CTO may have their position extended by the Chief, in their sole discretion, in one year increments. The decision not to extend an employee's FTO or CTO position at the end of their initial 2- year or renewal 1-year term shall be deemed non-disciplinary and shall not be appealable under Government Code 3304.

4.11.4 Special Assignment Compensation

The special 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.)

4.11.5 Determination of Eligibility for Special Assignment Compensation

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 their compensation resulting from a change in their status or eligibility for special assignment compensation in the first paycheck due after the notification described herein.

4.12 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. Effective the first day of the pay period that begins following approval and adoption of the MOU, the amount of Spanish Bilingual Translator Pay shall increase to seventy-five (\$75.00) 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.

4.13 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, 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 reports for work in a reasonable time and shall be paid at one and one-half (1½) times the adjusted hourly rate of pay for all hours actually worked, with a two (2) hour minimum. Employees can only be placed on standby status by a written order from a lieutenant or above.

4.14 Detective On-Call Pay

Individuals assigned as detectives shall receive on call compensation at the rate of one hour of straight time for each 24-hour period, or portion thereof, in which the detective is designated by the Police Chief or designee as being on-call. The on-call detective shall be required to maintain, use and answer communication devices as determined by the department head or designee.

4.15 Emergency Call Back

Emergency call back occurs when an off-duty employee is actually notified he or she needs to return to work due to emergency circumstances. Employee shall be paid beginning from the time of notification, at time and one-half the employee's adjusted hourly rate of pay, with a minimum of two hours. Employees must respond to work within a reasonable period of time of notification. Only the Chief of Police and/or Assistant Police Chief shall authorize emergency call backs. An "emergency" callback may be authorized for a staffing shortage. This provision shall only be applicable to employees whose

regular work shift is completed prior to the call back, and does not apply to employees who are "held over" from their regular duty shift.

4.16 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.

4.16.1 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 complies with the fifteen (15) minute response time.

4.16.2 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 three(3) hours pay at one and one-half times the adjusted hourly rate of pay for each eight (8) hours or portion thereof an employee spends on "on-call" time status.

4.16.3 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.

4.16.4 Compensation

Every off-duty employee who goes to court as required by a subpoena shall be compensated at a minimum of three (3) hours at one and one half (1½) times his/her adjusted hourly rate of pay or for 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, whichever is greater.

4.16.5 Use of Assigned Vehicle

Each on duty employee 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 employee required to attend court pursuant to a subpoena may use his/her assigned Police vehicle for that purpose if there is a Police vehicle available and such use does not result in additional overtime, unless otherwise approved by the on-duty Watch Commander. 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.

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.

5.4 Probation Upon Reemployment

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

Effective the first day of the pay period that begins following approval and adoption of the MOU, City to pay \$2,000/per month toward cafeteria plan contribution. 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) overtime.

Effective January 1, 2025, City to pay \$2,100/per month toward cafeteria plan contribution.

Effective January 1, 2026, City to pay \$2,200/per month toward cafeteria plan contribution.

Employees may spend these contributions 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 before May 1, 2018, shall receive opt-out pay of \$500 per month for declining City provided health insurance benefits, or cash-back for the difference between the cost of selected cafeteria plan benefits and \$1600, up to a maximum of \$500 per month.

Employees hired on or after May 1, 2018, shall receive opt-out pay of \$250 per month for declining City provided health insurance benefits.

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 theselection 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 benefits (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 program. An employee may elect not to participate in the City's medical insurance program 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, with any 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 employee's responsibility to notify the Human Resources Department when there are any changes in your family situation. Changes in your status include: marriage, acquisition of a dependent child, divorce, legal separation, and death. Failure to notify your 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 his/her separation date, he/she 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

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.)

6.5 Optional Benefits

The City shall make available to the employee at employee's expense additional voluntary life insurance, deferred compensation programs, and any other additional benefits that may be offered by the City in the future.

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 with the City of Indio and, if time in the classification is equal, then by time with the City of Indio. 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 the same position classification held by the employee prior to layoff. 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 eighteen (18) months from date of hire.

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 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:

<u>Pay Periods Completed</u>	<u>Hours Earned/Pay Period</u>	<u>Hours/Year</u>
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 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/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 or where the employee, due to work requirements, may not have been able to meet the requirements of 8.2.5.1.

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. 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 nextshift 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

Employees who work patrol and any other assignment involving shift work shall receive 5.85 hours per payroll period, an annual equivalent of one hundred fifty-two (152) hours of holiday pay. The purpose of holiday pay is to acknowledge that shift work requires employees to work holidays on a regular basis. Requests for use of vacation leave on holidays may be denied based on the Chief's final discretion in accordance with the needs of the department.

Employees who work non-patrol assignments on a permanent, traditional Monday-Friday non-shift schedule shall have the option of foregoing the 5.85 hours per payroll period holiday pay and instead receive the holidays off with pay. Such an option must be exercised by the last payroll period of any calendar year, and will remain in effect for the entirety of the following calendar year. Employees who exercise this option shall receive the same 13 holidays recognized by the city. Said holiday hours will be based on the employee's work schedule, i.e. the holiday will be 10 hours for employees working a 4-10 schedule, 8 hours for employees working a 5-8 schedule and 9 or 4 hours for employees working the 4-9/1-4 schedule, depending on the day upon which the holiday falls.

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%); eleven (11) years but less than fifteen (15)

years, seventy five percent (75%); and fifteen (15) plus years, one hundred percent (100%).

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 Human Resources Director preferably two (2) hours prior to, but no later than, the time set for the beginning of the employee's regular daily duties, unless an emergency exists that prevents the employee from notifying their supervisor as described above.

When absent for more than three (3) consecutively scheduled workdays, the employee must file a physician's certificate or work release 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 Human Resources Director, the employee has abused such privileges. Physician's certificate or work release form may be requested by the Human Resources Director 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:

- Illness or injury to the employee.
- Exposure of the employee to a contagious disease.
- To maintain a full paycheck while the employee is receiving Workers' Compensation benefits.
- Other reasons as approved by the City Manager or designee.
- Up to half of the employee's annual allotment of accrued sick leave may be used for family sick leave in accordance with State Law.

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.

8.5 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 City Manager whenever the death of any member of the family occurs. Family, for this purpose, is defined to include the following: spouse, registered domestic partner, parent, sister, brother, child, grandchild, grandparent, and the aforementioned relatives-in-law, members of the employee's household, and in special circumstances, others specially-related individuals as approved by the City Manager.

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. Employees are entitled to up to a total of five (5) non-consecutive days off for bereavement leave within three (3) months of the date of death; the City will pay for up to 40 hours as

paid bereavement leave; the employee may use existing accruals or take unpaid time off for the remaining time.

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 three hundred sixty (360) hours of paid leave annually for IPOA board members (40 hours per Board member) to attend conferences and seminars specifically related to association business when so requested by the IPOA President and approved by the Police Chief or designee in writing. The 360 hours of Association Leave is the cumulative total, not per person. 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 Captain 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 affect 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 outside of the employee's normal assigned schedule; for example, hours worked after eight (8) or twelve (12) hour shifts.

9.1.1 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 are based on pay periods completed rather than hours.

- Leave accruals, i.e. sick leave, vacation pay, 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 are granted even though the employee is in a paid status for only one day during the pay period, i.e., flexible credit allowance.

- The FLSA workweek consists of forty (40) hours of work within 7 consecutive days for non-peace officers; work week will be from 12:01 a.m. Saturday through 12:00 p.m. the following Friday beginning on January 6, 2018.

- The regular payday shifted from Wednesday to Friday.

- Direct deposit is required.

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 but the City retains the right to revert to an eight (8) hour/five (5) day schedule ("5/8 Schedule") provided it follows the procedures for notification of a schedule change as specified in Section 9.4.

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 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 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.

9.5 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:

- 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;

- 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.

9.6 Shift Rotation

9.6.1 Shift Term

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").

9.6.2 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 (e.g., Corporal, Officer, Dispatcher I, Dispatcher II, 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.

9.6.3 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".

9.6.4 Shift Selection

Employees assigned to Patrol and Dispatch duties shall select shifts based upon seniority. Said selection shall occur every six (6) months on a date determined by the Department. Employees on probation will be assigned at the department's discretion, based upon the needs of the Department. Employees on a Performance Improvement Plan will be assigned based upon the discretion of the Department. The Chief's office may modify staffing levels (i.e., the number of positions allocated to each shift) prior to each bidding period, to meet the needs of the Department at any time.

ARTICLE 10. UNIFORM ALLOWANCE

The City shall pay to Peace Officer positions a uniform allowance in the amount of one hundred forty (\$140.00) dollars per month, and the Community Service Officer, Dispatcher, Senior Dispatcher, Property and Evidence Officer, and Crime Analyst positions a uniform allowance in the amount of eighty (\$80.00) dollars per month. 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, 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 PEPRAs members).

ARTICLE 11. PRACTICE AMMUNITION

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 shot gun, 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 many 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. POST CERTIFICATE PAY

12.1 POST Certificate Pay

12.1.1 Eligibility and Schedule

Police Officers, Police Corporals and Police Dispatchers (I, II, and Senior) shall be eligible to receive POST Certificate Pay as follows:

Certificate	Pay
POST Intermediate	7.5%
POST Advanced	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 assigned reviewer 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 both an Intermediate and Advanced POST

certificate shall receive the compensation for the Advanced certificate only.

12.1.2 POST Certificate Equivalence (for Non-Sworn Employees Other Than Police Dispatchers)

Non-sworn employees other than Police Dispatchers shall be eligible to receive POST Certificate Equivalence Pay as follows:

	Pay
8 yrs+15 units OR 6 yrs + 30 units OR 4 yrs + 60 units OR 2 yrs + 120 units	7.5%
12 yrs + 30 units OR 9 yrs + 60 units OR 6 yrs + 120 units.	12.5%
NOTE: As used herein, “yrs” refers to completed years of law enforcement agency service and “units” refers to Education Units as defined by POST.	

An employee shall be entitled to POST Certificate Equivalence 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 assigned reviewer believes the submission doesnot appear to establish the qualifications, Certificate Pay will not be awardeduntil POST grants the Certificate, which will be retroactive to the final submission date.

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 quarter/semester/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. 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

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 only after all forms and documents have been reviewed and payment 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 Unit in the following manner:

- 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.
- A minimum of three (3) hours POST or Department-sponsored training per quarter for all Community Service Officers.
- All Dispatchers are required to attend a 120-hour POST Basic Dispatcher course within the first year of employment. The department will decide when to send the employee based upon their progression through the training program. Dispatchers are also required to complete 16 hours of POST approved training within each two-year POST training period.
- 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

Recognizing 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 policies that are related to garnishment of wages.

ARTICLE 16. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

16.1 Retirement Formula

16.1.1 Safety Member Provisions

Unit safety members (and not “new members” as defined by the public employees’ Pension Reform Act of 2013 – PEPRRA) 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- PEPRRA) 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 PEPRRA, are covered by the 2.7% @ 57 formula provided for by PEPRRA at Government Code Section 7522.25(d). These employees’ retirement will be calculated per three year average final compensation as provided for by the PEPRRA.

16.1.2 Miscellaneous Member Provisions

Effective September 16, 2004, the Public Employees’ Retirement System (PERS) contract was amended to provide the 2.7% @ 55 retirement benefit for Unit miscellaneous employees. These employees’ retirement will be calculated pursuant to the optional benefit (in the City’s contract with CalPERS) of single highest twelve month period.

Effective January 1, 2013, the Public Employees’ Retirement System (PERS) contract was amended to provide the 2% @ 62 retirement benefit for “new members” as defined under the PEPRRA for miscellaneous IPOA employees. Employees shall pay 50% of the normal cost of the 2% @ 62 benefit, as determined by CalPERS. These employees’ retirement will be calculated per three year average final compensation as provided for by the PEPRRA.

16.2 Employee Contributions to the Retirement System

Employees shall pay the full 9% of compensation contribution for sworn and 8% of compensation contribution for non-sworn 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, safety employees in the Unit 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, safety employees are subject to the 2.7% @ 57 formula – "New members" as defined by PEPRA - shall pay the statutorily mandated employee contribution rate of one-half of the total normal cost.

16.3 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.

16.4 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

16.5 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.

16.6 Retiree Medical Insurance Continuation Program

The City's existing Employee/Retiree Medical Insurance Contribution Program for employees hired on or before July 31, 2009 (Tier 1) includes the following:

- A requirement that all employees be vested with PERS. i.e., have five (5) years of PERS service credit or receive a disability retirement.

- Retirees hired on or before July 31, 2009 shall be eligible to receive a City-paid contribution for retiree medical coverage equivalent to the 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.
- The City-paid contribution at the date of retirement shall be equal to the contribution of active employees.

The City's Employee/Retiree Medical Insurance Contribution Program for employees hired on or after August 1, 2009 (Tier 2) includes the following:

- The City has adopted the Retiree Medical Vesting Schedule pursuant to Government Code Section 22893 to apply only to employees first employed on or after August 1, 2009.
- The vesting schedule will require that the employee serve for a minimum of 5 years with the City of Indio, and it will match the vesting formula set for state employees establishing a requirement of PERS service credit which an employee must meet in order to receive the employer contribution based on the following table:

Credited 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 or more	100%

- The retiree medical benefits of all employees first employed on or after August 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 August 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 2021 State's Contribution Rates.

State Annuitants Vesting Monthly Contribution Calendar year 2021

Party	State's Monthly Contribution
Single	\$798
2-party	\$1,519
Family	\$1,937

Retiree's Total Years of PERS Service	Percentage of Vesting Contribution	Public Agency with PEMHCA Vesting		
		Single	2-party	Family
10	50%	\$399.00	\$759.50	\$ 968.50
11	55%	\$438.90	\$835.45	\$1065.35
12	60%	\$478.80	\$911.40	\$1162.20

13	65%	\$518.70	\$987.35	\$1259.05
14	70%	\$558.60	\$1063.30	\$1355.90
15	75%	\$598.50	\$1139.25	\$1452.75
16	80%	\$638.40	\$1215.20	\$1549.6
17	85%	\$678.30	\$1291.15	\$1646.45
18	90%	\$718.20	\$1367.10	\$1743.30
19	95%	\$758.10	\$1443.05	\$1840.15
20+	100%	\$798.00	\$1519.00	\$1937.00

*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 \$798 = **\$399.00**

Retiree with 10 years PERS service enrolls in 2-party plan receives 50% x \$1519= **759.50**

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

16.7 The parties have agreed that the City will create a Third Tier Employee/Retiree Medical Insurance Contribution Program foremployees hired on or after January 1, 2025 (Tier 3). For all unit members who qualify as an annuitant under the Public Employee Medical and Hospital Care Act (PEMHCA), the City will contribute directly to CalPERS on behalf of each annuitant the PEMHCA statutory minimum. The PEMHCA statutory minimum for 2024 is \$157 per month, and changes each year in accordance with Government Code section 22892(b). The City will update and adopt the necessary resolution(s) with CalPERS as to the PEMHCA minimum contribution, and thereafter the City will contribute the balance of Tier 1 and Tier 2 Employee/Retiree Medical Insurance Contributions – as defined above -- to the cafeteria plan for active employees and by way of a Health Retirement Account for retirees. Tier 3 Employee/Retiree Medical Insurance Contributions will be the PEMHCA minimum only.

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 XIV 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, 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

- 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 City policy or MOU provision being violated.
- Desired resolution of grievance.
- Signature of aggrieved employee and date.
- Signature of union or association representative.

18.4 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 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.

- **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.

18.5 **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 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.
- 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.
- Consultation with the City's Human Resources Office staff and City Manager 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 19. APPEALS PROCEDURE

It is the stated policy of the City of Indio:

- To provide a procedure for the settlement of grievances as outlined in the City's Grievance Procedure.
- 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 provide an orderly procedure to handle the appeal through each level of supervision, if necessary, with final decision being vested in the City Manager.
- 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.

19.1 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 mitigation 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.

19.2 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 shall bear 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.

19.3 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 engages 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.

19.4 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.

19.5 Final Decision on Appeal by City Manager

The Arbitrator's findings and conclusions will be advisory to the City Manager or their designee. The City Manager shall review the administrative record, including but not limited to 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.

19.6 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.

19.7 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.

19.8. Conduct of Appeal Procedure

- The time limits specified above may be extended to a definite date by mutual agreement of the employee and the City Manager.
- The employee and their designated representative may be privileged to use a reasonable amount of work time as determined by the City Manager in the preparation and presentation of the appeal.
- 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.
- Consultation with the City's Human Resources Department staff and the City Manager may be made as it relates to clarification and interpretation of these rules.
- 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:

- 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;
- 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 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. TERM OF AGREEMENT

Upon approval by the City Council of the City of Indio, this Agreement shall be effective from January 1, 2024, and continuing on to and including December 30, 2026.

(Signatures on next page)

APPROVED BY:

City of Indio

DocuSigned by:

Bryan H. Montgomery

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Bryan H. Montgomery, City Manager

DocuSigned by:

Rob Rockwell

34AADB63090749D...

Rob Rockwell, Assistant City Manager
& Director of Finance

DocuSigned by:

Andrew Ansoorian

9CA7B973F8B348A...

Andrew Ansoorian, Director of HR &
Risk Management

1/26/2024

Indio Police Officer Association

DocuSigned by:

Peter Fuentes

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Peter Fuentes, IPOA

1/24/2024