



take center stage

**COMPENSATION AND BENEFIT PLAN
FOR MANAGEMENT, CONFIDENTIAL AND
UNREPRESENTED EMPLOYEES**

(July 1, 2024– June 30, 2027)

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INTRODUCTION

The City Council of the City of Indio, State of California, approves this Compensation and Benefit Plan for the Management, Confidential and Unrepresented employee group. This Plan reflects all matters concerning wages, hours, and other terms and conditions of employment for all ~~Management~~ Confidential and Unrepresented employees.

DEFINITIONS

For the purpose of this Compensation and Benefit Plan, words and phrases are defined as follows:

1. Merit review date means the date upon which a step advance in salary becomes effective under the provisions of this Plan.
2. Demotion means a change of employment, without intervening loss of working days, from a job classification allocated to a given salary grade to a different job classification allocated to a lower salary grade, whether in the same or a different department. A "demotion" may be either voluntary or involuntary.
3. Employee means only "regular" employees who have successfully completed the probationary period in those job classifications included in the group identified in Article 2 herein.
4. Full-time employee means employees whose positions require the number of hours usual or prescribed for normal permanent City employment. All positions shall be full time unless otherwise designated or unless the compensation is fixed upon the basis of temporary or part time work.
5. Holiday or paid holiday means any day, other than Saturday or Sunday, on which City offices are not open for business, in accordance with City ordinance for which employees covered under the provisions of this Plan are eligible for compensation.
6. Part-time employee means an employee in a position that is designated part time or for which compensation is fixed upon a basis of part-time work.
7. Confidential employee means an employee who, in the course of his or her duties, has access to confidential information relating to the City's administration of employer employee relations.
8. Pay period means 14 calendar days and refers to the period for computing compensation due for all normal working shifts ending during that period.
9. Permanent employee means a regular employee who has completed the initial probationary period in a position, not including any incumbent of an at-will position.
10. Position means employment to which a group of duties and responsibilities is assigned or delegated by competent authority. The performance of which requires the full-time or

part-time employment of one person.

11. Probationary employee means an employee who is a holder of a regular position, who has not completed the probationary period, including any extensions thereto as designated in this Plan. "Probationary employee" also means an employee who is a holder of a regular position, who has not completed the required probationary period as designated in this Plan, in a paid status or in a position to which he/she has been promoted or demoted.
12. Promotion means a change of employment, without an intervening loss of working days, from a job class allocated to a given salary grade to a different job classification allocated to a higher salary grade, whether in the same or different department.
13. Reclassification means the reallocation of a position to a different job classification by a change of title and job description but does not necessarily involve a change of salary grade.
14. Regular employee means a holder of a regular position, as distinct from a temporary or part-time employee, who has successfully completed the probationary period.
15. Regular position means a position established pursuant to the City's Classification Schedule, distinct from a temporary or part-time position.
16. Temporary or part-time employee means an employee who is not a regular employee.
17. Transfer means a change of employment without intervening loss of working days from a position allocated to a given salary grade to a position of the same or different job classification allocated to the same salary grade in the City of Indio.
18. Working day means each day on which an employee performs a normal working shift, and includes holidays as specified herein that fall on days of a normal working shift. It does not include Saturday or Sunday, or equivalent normal days off for persons regularly employed on other than the usual working week basis of Monday through Friday.

1. RECOGNITION

This Compensation and Benefit Plan shall only apply to persons employed in the Management, Confidential and Unrepresented group.

Changes to the allocation of classifications among these employee groups shall be made by the City Manager, upon the recommendation of the Director of Human Resources.

2. CLASSIFICATIONS INCLUDED

Accountant Administrative Services Manager Asst. GM/Engineer & Water Resources Assistant Director of Finance Building Inspector Supervisor City Clerk Specialist Code Enforcement Manager Code Enforcement Supervisor Community Program Administrator Community Services Manager Deputy City Clerk Development Analyst Development Services Manager Division Chief of Support Services Emergency Operations Center Manager Environmental Programs Coordinator Event Coordinator Executive Assistant to the City Manager Executive Assistant to the Chief of Police Finance Analyst Finance Manager Fleet Services Operations Manager Housing & Neighborhood Services Manager Human Resources Analyst Human Resources Clerk Human Resources Specialist Information Technology Analyst Information Technology Bus. Analyst IWA Asset Management Coordinator IWA Conservation & Outreach Coord. IWA Principal Water Engineer IWA Senior Water Mgmt. Analyst IWA Systems Engineer IWA Water Project Construction Manager IWA Water Resource & Conser. Manager Management Assistant Management Analyst	Manager of Engineering & Water Resources Manager of Finance and Customer Service Marketing & Public Information Officer Network Administrator Parks & Facilities Project Coordinator Parks & Facilities Manager Payroll Coordinator Payroll Specialist Planning Manager Police Administrative Officer Police Dispatch Supervisor Police Support Services Division Manager Police Training Specialist Principal Civil Engineer Principal Human Resources Analyst Principal Planner Principal Water Management Analyst Project Construction Manager Public Arts Analyst Public Works Administrative Coordinator Public Works Manager Records Supervisor Senior Accountant Senior Economic Development Analyst Senior Engineer Senior Finance Technician Senior HR Analyst Senior Management Analyst Senior Planner Senior Plans Examiner Senior Water Engineer Supervising Plans Examiner Water Administrative Coordinator Water Conservation Program Coordinator Water Management Analyst Water Operations Manager
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These employees are not represented for collective bargaining purposes as outlined in the City of Indio’s Employer Employee Relations resolutions and in accordance with State Law. Classifications added (or deleted) by the City Manager and designated as being assigned to the group in the Compensation and Benefit Plan shall be considered as a part of this section even if not specifically mentioned in the above language.

3. NON-DISCRIMINATION

The parties mutually recognize and agree to protect the rights of all employees herein to join and/or participate in protected Unit activities or to refrain from joining or participating in protected activities in accordance with the Employer/Employee Relations Resolution 9576

(117-12) and Government Code Section 3500 et. seq.

The City agree that they shall not discriminate against any employee because of race, color, sex, gender, age, national origin, religious creed, sexual orientation, ancestry, physical disability, mental disability, medical condition, genetic information, gender identity, gender expression, marital status, reproductive health decision making, military or veteran status, marital status, political or religious opinions or affiliations. The City shall reopen any provision of this Plan 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 Plan in compliance with state or federal anti-discrimination laws.

4. PROBATIONARY PERIOD

An employee initially appointed to a class shall serve a probationary period during which they shall have an opportunity to demonstrate suitability for the job. The initial probationary period shall be one (1) year. An employee who has been promoted to a higher (or voluntarily demoted to a lower classification in which they have not completed the required probationary period) shall be on probation for six (6) months. Under certain conditions, with the approval of the City Manager or designee, the probationary period may be shortened or extended. Absences from work for any reason during the probationary period shall result in an automatic extension of the probationary period by the same number of days the employee was absent. The employee shall attain regular status in the class upon successful completion of the probationary period. Prior to that time, the employee shall serve at the will and pleasure of the City. If a probationary employee's initial probation period has not been satisfactory, it shall be so stated in a Personnel Action Form. The City Manager, by signing the Personnel Action Form, may authorize the dismissal of the employee. The probationary employee may be dismissed at any time without cause and without the right of appeal or grievance unless otherwise required by law. Any employee who leaves City employment and is subsequently rehired must serve a new initial probationary period as provided above.

5. COMPENSATION PLAN

5.1 Salary Schedule

New employees shall be paid at the grade allocated to the occupational class for which the employee has been hired. Employees may be placed at and salary level within the grade depending upon the employee's qualifications, with City Manager approval required for step 3 or higher.

5.1.1 Cost of Living Adjustments

Cost of Living Adjustments will be made to City salary grades for the term of this Compensation and Benefit Plan as follows.

Effective the first full pay period in July 2024, there shall be a four percent (4%) increase to each step within the salary ranges for all represented classifications.

Effective the first full pay period that includes July 1, 2025, there shall be a three percent (3%) increase to each step within the salary ranges for all represented classifications.

Effective the first full pay period that includes July 1, 2026, there shall be a two percent (2%) to three percent (3%)* increase to each step within the salary ranges for all represented classifications.

*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 3 percent (3%).

5.2 Merit Increases

Effective July 1, 2021, employees shall be eligible for merit increases as specified in section 5.4.

5.3 Salary Advancement

Except as specified in Section 5.2, 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. Thereafter, the employee shall be eligible for a performance evaluation and merit salary increase twelve (12) months later, based upon continued satisfactory service. This will become the employee's merit eligibility date.

5.4 Merit Step Increases

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

As to basic salary increases based upon a new hire, there shall be a salary increase at the end of twelve months employment, followed by increments of twelve months minimum time for performance evaluation and authorization for merit salary increase. Also, should an employee become eligible for a merit increase and a promotion on the same date, the employee would receive the merit increase and the appropriate salary adjustment.

5.5 Pay Rates in Promotion, Demotion, Transfer, Reinstatement or Reclassification

5.5.1 Salary on Promotion

Any employee promoted to an open position in a class with a higher salary range shall be placed on Step 1 in the new higher range or placed at the step which provides at least a minimum five percent (5%) salary increase for the employee, not to exceed the highest merit increase step of the new range. The employee's merit review date shall change to the effective date of the promotion for consideration in subsequent years. When economic conditions, unusual employment conditions or exceptional qualifications of a candidate for promotion indicate that a higher merit increase step would be in the City's best interests, upon written recommendation of the Department Head/Manager, the City Manager may authorize payment of a salary at a higher merit increase step in the salary range.

5.5.2 Salary on Demotion

When a classified employee is demoted to a position for which they are qualified, their salary shall be set 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. When a temporary employee is demoted, their salary shall be set up at the entrance rate of the lower pay range.

5.5.3 Salary on Transfer

When an employee is transferred from the position of one class to the position of another class of the same level, they should continue to be paid at the same step rate.

5.5.4 Salary on Rehire

An employee who resigned in good standing may, within one (1) year of such resignation and upon recommendation of the department head/manager and approval of the City Manager, be rehired in a position in the class in which the employee had previously served, subject to an available budgeted position. Upon such rehire, 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.

5.5.5 Salary on Reclassification

When an employee is reclassified to a higher classification (or higher salary grade), 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.

When an employee is reclassified to a lower classification (or lower salary grade), the employee shall be placed at the step rate in the lower pay range which provides the smallest decrease in pay.

6. WORKING OUT OF CLASS

No employee shall be required to perform duties that are not closely related, both in kind and in level of responsibility, to duties formally assigned to positions within their job class except on a short-term, temporary, or emergency basis. Employees may be temporarily assigned higher or lower duties without a change in pay and such action shall not be

deemed as a basis for transfer, demotion, promotion, or reclassification. In all cases where periodic or regular variations in assignments occur because of seasonal needs or because of the nature of the duties or the workschedule, such variations shall be considered as incidental to the position.

Whenever the needs of the City require a permanent employee (not probationary) to temporarily perform the duties of a higher classification than that which the employee is currently assigned, with prior City Manager approval, the employee shall receive and maintain at least an additional five percent (5%) compensation above his/her existing base pay rate or the minimum of the "out of class" salary level (whichever is greater); after the employee exceeds twenty (10) cumulative working days working out of class within a six (6) month period of time. A permanent employee appointed to an acting appointment or working out-of-class, who is eligible to receive pay for merit step increases in their permanent position during the time period he/she works out-of-class, shall receive their salary step increase effective at the beginning of the pay period they are returned to their former classification and upon submission of a satisfactory performance evaluation for the previous evaluation period. A permanent employee appointed to an acting appointment or working out-of-class shall be eligible to receive pay for merit step increases while serving in the higher classification.

In the case of an employee assigned to work out-of-class while the City is recruiting for a vacant position, the employee may not work in an acting capacity more than one hundred twenty (120) working days (or 960 hours) in a fiscal year, pursuant to Government Code Section 20480. Employees serving in an acting capacity for an employee who is on medical or administrative leave may not work more than one hundred twenty (120) working days except with the written authorization of the City Manager or designee.

The employee selected to work out-of-class must provide his/her written consent to perform in the acting capacity and shall also indicate acknowledgement that he/she will be returned to his/her appropriate salary range and step upon return to his/her normal position.

7. OVERTIME AND COMPENSATORY TIME OFF (CTO)

7.1 Authorization

No overtime work shall be performed without the prior written approval of the employee's Department Head/Manager or immediate supervisor.

7.2 Compensation

For eligible employees in this group who are not FLSA exempt, overtime is compensated at one and one-half (1-1/2) times the employee's regular hourly rate of pay, as determined under the Fair Labor Standards Act (FLSA).

Only time actually worked will be calculated for the purposes of determining overtime. Therefore, vacation, sick, comp time will not be considered as time actually worked for the purposes of overtime. However, during a holiday week, the holiday will be counted as time worked for purposes of overtime calculations.

Employees have the option of choosing overtime payment or compensatory time off (at

time and one-half), with the employee having the option of choosing which they wish to receive. If an employee chooses compensatory time off, the accrual cannot exceed the maximum balance of 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 hours were submitted by the employee.

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.

When the employee elects to receive compensatory time off, it must be taken at a time compatible with the workload, work requirements, and the approval of the supervisor. An employee's request to use compensatory time off will not be denied unless the employee's absence is unreasonably disruptive to the City's operations. 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.

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. Employees may request the cash-out of compensatory time by submitting a request to their supervisor and forwarding the request to the Human Resources Office.

7.3 Multiple Requests for Compensatory Time Off

For purposes of use of compensatory leave time, when the City receives multiple requests for the same time period, and granting of all or any of such requests would be unreasonably 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.

8. SPECIAL PAY PRACTICES

8.1 FLSA Exempt Employees

Any employee whose position is determined to be exempt from the Fair Labor Standards Act ("FLSA") shall not be entitled to compensation for overtime of any type unless specifically provided herein. The Director of Human Resources shall determine which employees are exempt from the FLSA.

8.2 Definitions

For purposes of determining eligibility for overtime only:

- A designated FLSA work period shall consist of 168 consecutive hours (7 days).
- Overtime is defined as time actually worked by an FLSA nonexempt employee in excess of forty (40) hours in a designated FLSA work period. Management reserves the right to designate the FLSA work period for each employee.
- Time worked shall not include any form of paid leave.

8.3 Authorization for Overtime Work

Performance of overtime work may be authorized in writing by the Department Head/Manager or his/her designated subordinate.

8.4 Department Record

For employees who are entitled to overtime, actual hours of overtime work shall be reported on each attendance report. The Finance Department shall maintain the record of overtime credit at one and one-half times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid shall be specified.

8.5 Fringe Benefits not Affected by Overtime

Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of the required period for probation or salary step advance.

8.6 Standby and On-Call Time

For non-FLSA exempt employees, standby or on-call time as pertains to an employee is defined as that time period when an employee must be immediately available for duty during their own or off-duty hours. This may be construed as being available by phone at all times during a required standby or on-call period which encompasses the employee's off-duty time. Compensation for standby or on-call time will be at the rate of two (2) hours' pay at the current pay scale for each eight (8) hours an employee spends on standby status.

8.7 Emergency Call-Back

For non-FLSA exempt employees, emergency call-back is differentiated from call-back from a standby status in that an employee is not required to be on standby but may be contacted under emergency circumstances on a "per chance" basis. "Per chance" means if the employee happens to be available when contacted, the method of contact is not being defined. Any employee who is recalled to active duty from off-duty status shall be entitled to overtime pay at the rate of one and one half (1- 1/2) times the employee's regular rate of pay for the time actually worked after reporting to the place of duty, or to three (3) hours pay at the employee's normal hourly wage rate, whichever is greater. This provision shall only be applicable for employees whose regular work shift has been completed and who have left the City premises and/or work location. It shall not apply to employees who are continuing on duty.

8.8 Computers

Exempt employees who are required to write reports and other documents at home shall be provided a lap top computer.

8.9 Bilingual Pay

The City agrees that any employee may participate in the proficiency examination when the Department Director has indicated the need for an additional bilingual translator in the department. The test will be given on an "as needed" basis. The City reserves the right to have each department designate those employees it determines will perform all the significant duties of the special assignment and thereby, will be eligible for the

bilingual translator testing and pay. Exams may be retaken no sooner than twelve (12) months from the date of their most recent exam.

Employees must obtain a passing score (as determined by the City) on a proficiency examination established by the City in order to be certified as a Spanish translator. The employee shall receive an additional stipend compensation of seventy-five dollars (\$75.00) per pay period above the employee's regular compensation during the period of such designation as translator, providing the employee is performing all the significant duties of the special assignment.

8.10 POST Certificate Pay for Police Dispatch Supervisors

Effective July 1, 2023, Police Dispatch Supervisors shall be eligible to receive POST Certificate Pay ("Certificate Pay") as follows:

Certificate	Pay
Advanced Peace Officers Standards and Training	11.25%
Advanced AND Supervisory Peace Officers Standards and Training	13.5%

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 Chief believes the submission does not appear to establish the qualifications, Certificate Pay will not be awarded until POST grants the Certificate, which will be retroactive to the final submission date.

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

9. **GENERAL BENEFITS**

By reference, Management, Confidential and Unrepresented employees shall be subject to the same benefits and terms related thereto as the Management, Confidential and Unrepresented Group for benefits that are general in nature such as sick leave policy, sick leave conversion with cash value at separation, military leave, bereavement leave, jury and witness leave, appeals procedures, complaint procedure, disciplinary process, working out of class, tuition reimbursement program, direct deposit, and other similar provisions.

9.1 FLSA Exempt Designation and Administrative Leave Time

Positions within the group which have been designated as FLSA exempt are eligible to receive eighty (80) hours of Administrative Leave Time in recognition of the additional time contributions required of these exempt positions. Eighty (80) hours of Administrative Leave Time is provided in a lump sum each July 1 annually only to those employees employed with the City on July 1. Employees hired after July 1 will have Administrative Leave Time prorated. Administrative Leave Time has no cash remuneration value and no more than sixteen (16) hours of leave time may be carried over into the next fiscal year

without the City Manager's written permission.

10. FLEXIBLE BENEFITS PROGRAM / INSURANCE

10.1 Flexible Benefit Plan

Employees in this unit will receive a monthly flexible benefits plan contribution from the City. Employees will be allowed to spend this flexible benefits plan contribution on medical, dental, vision insurance and other allowable pre-tax benefit options (under IRS Section 125) as the City may make available to employees from time to time. The City's monthly contribution is as follows:

10.1.1 Flexible Benefits Plan Contribution and Cash Back

Effective the first full pay period in July 2024 or upon approval and adoption of the MOU, whichever is later, implement an additional \$100 per month to be used to cover medical, dental, and vision benefits, increasing the monthly cafeteria benefit from \$1,900 to \$2,000/month.

Effective the first full pay period of July 2025, implement an additional \$100 per month to be used to cover medical, dental, and vision benefits, increasing the monthly cafeteria benefit from \$2,000 to \$2,100/month.

Effective the first full pay period of July 2026, implement an additional \$100 per month to be used to cover medical, dental, and vision benefits, increasing the monthly cafeteria benefit from \$2,100 to \$2,200/month.

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

Employees hired before January 1, 2018, shall receive a maximum cash back of Five Hundred Dollars (\$500) per month, further limited to the difference between the cost of selected insurance benefits and One Thousand Six Hundred Dollars (\$1,600).

10.2 Proof of Medical Coverage

All City employees are required to have medical insurance coverage for themselves. 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 coverage by other means, i.e., spouse, military, or other source. Verification of coverage is to be provided annually on forms provided by the Human Resources Office. An employee must provide any requested information required for verification purposes. Employees who waive participation in the City's medical insurance program may not be eligible to re-enroll on the City's program until the next open enrollment period, unless proof of loss of coverage is provided. Employees who waive coverage in all of the City's medical, dental, and vision insurance programs shall receive Two Hundred Fifty Dollars (\$250) per month.

Important Note on CalPERS Medical Coverage Status:

It is your 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 also apply.

Consider these points as you decide whether to enroll, decline, or cancel enrollment for yourself or dependent:

- If you are not eligible for enrollment in a CalPERS sponsored health plan on the date you separate employment, you will not be eligible for health benefits into retirement.*
- If your retirement date is over 120 days from your separation date, you will not be eligible for health benefits into retirement.*
- If you die and your eligible family members are enrolled on your CalPERS sponsored health plan at this time, they may be eligible for continued enrollment in a CalPERS-sponsored health plan if they qualify for monthly survivor benefits.*

10.3 Disability Benefits for Work Related Illness or Injury

The City has established an Industrial Disability leave program whereby employees could use sick leave to supplement Workers' Compensation payments in order to receive a full paycheck.

10.4 Disability Benefits for Non-Work-Related Illness or Injury

Any employee who is absent from work due to a non-work-related illness or injury, other than an illness or injury covered by workers' compensation, may be eligible for Short Term Disability Insurance through the State of California. It is the responsibility of the employee to pay for and apply for such insurance.

10.5 Worker's Compensation Benefits

An employee who suffers a work-related injury or illness which entitles him/her to benefits under the Workers' Compensation Law, and for which he/she actually receives or obtains medical treatment, shall be entitled to full compensation for the first three (3) calendar days during which he/she is necessarily absent from duty as the result of such injury or illness, without deduction on account of accrued sick leave or other accrued salary credits. If such absence continues thereafter, he/she shall be paid as salary the difference between the temporary disability payments due him/her under the Workers' Compensation Law and his/her regular compensation, to the extent of the value of his accrued sick leave or Annual Leave, including, for this purpose, the values, successively, of his/her accrued compensatory time off for overtime and accrued vacation credit.

During a period of temporary disability and in the proportion that the employee is paid for the difference between his/her temporary disability payments and his/her regular compensation, he/she shall continue to accrue Annual Leave benefits at the regular rate. The right is reserved to make later adjustments between salary and disability benefits to conform to the Workers' Compensation Law, or to conform to later development of facts, including the right to recover any overpayments directly or from future earnings.

In the event of substantial doubt whether temporary disability payments are payable under the Workers' Compensation Law for the disability, or doubt as to the extent

thereof, payment on account of sick leave or annual leave shall be withheld, except to the extent authorized by this section, until the issue is determined either by assumption of liability by the compensation insurance carrier or by adjudication of liability.

10.6 Life Insurance

The City shall provide, at no cost to the employee, a group life insurance policy with a face value of Fifty Thousand Dollars (\$50,000.00). All employees may purchase additional insurance at their own expense.

10.7 Long-Term Disability Insurance

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

11. **LAYOFFS**

11.1 Purpose for Layoffs

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

11.2 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 provided they meet the minimum qualifications for the position and are able to perform the duties of the job. 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.

11.3 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 Compensation and Benefit Plan have been made in the intervening time regarding a

particular benefit, in which case the newer Compensation and Benefit Plan language regarding benefit entitlement will take precedent.

11.4 Probation Following Layoff

Employees laid off while on probation must serve a new probationary period following reemployment. The initial probationary period shall be twelve (12) months from date of hire.

12. **DISCIPLINARY ACTION**

12.1 Causes for Discipline.

Regular (*i.e.*, non-probationary) classified employees may be subject to discipline for good cause, including but not limited to, any of the following causes of discipline:

- a) Fraud in securing employment or making a false statement on an application for employment.
- b) Incompetency (*e.g.*, inability to comply with the minimum standard of an employee's position for a significant period of time).
- c) Inefficiency or inexcusable neglect of duty (*i.e.*, failure to perform duties required of an employee within their position).
- d) Willful disobedience and insubordination, a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position or insulting or demeaning the authority of a supervisor or manager.
- e) Dishonesty.
- f) Being under the influence of alcohol or illegal drugs while on duty.
- g) Excessive absenteeism.
- h) Inexcusable absence without leaves.
- i) Abuse of sick leave (*e.g.*, taking sick leave without a doctor's certificate when one is required, or misuse of sick leave).
- j) The conviction of either a misdemeanor or a felony related to the employee's job. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. A plea or verdict of guilty, or a plea of *nolo contendere*, is deemed to be a conviction within the meaning of this Section.
- k) Discourteous treatment of the public or other employees.
- l) Improper or unauthorized use of City property.
- m) Refusal to subscribe to any oath or affirmation which is required by law in connection with City employment.
- n) Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the City, the employee's department or division.
- o) Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of City property or information.
- p) Mental or physical impairment which renders the employee unfit for the proper performance of duties, if no reasonable accommodation can be made or if the impairment would present a direct threat to the health or safety of the employee or others.
- q) Outside employment not specifically authorized by the City Manager or his/her designee.

- r) Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his/her official duties.
- s) The refusal of any officer or employee of the City to testify under oath before any Grand Jury having jurisdiction over any then pending cause of inquiry in which the investigation of government bribery or misconduct in City office is involved shall constitute of itself sufficient ground for the immediate discharge of such City officer or employee.
- t) Violation of any of the provisions of the ordinances, Compensation and Benefit Plans or any rules, regulations or policies which may be prescribed by the City Council, the City Manager or Department Head/Manager.
- u) Improper political activity (e.g., campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours or in a City uniform on or off duty; or the dissemination of political material of any kind while on duty and/or during working hours or in uniform). However, nothing in these Rules shall be construed to prevent any officer or employee from becoming or continuing to be a member of a political club or organization, or from attendance at a political meeting, or from enjoying entire freedom from all interference in casting his vote or from seeking or accepting election or appointment to public office, provided however, that a person holding a position in the classified service must resign his position in the classified service upon being elected to the office of any elective office of the City.
- v) Working overtime without authorization, failing to accurately report overtime worked, or refusing to work assigned overtime.
- w) Carrying firearms or other dangerous weapons on City premises at any time, unless authorized to do so; and
- x) Failing to maintain a license, certificate or the like when required by the City or a regulatory authority.

12.2 Investigatory Administrative Leave

A Department Head/Manager with City Manager approval may place an employee on an investigatory administrative leave with pay pending a potential disciplinary action. Administrative Leave must be with pay unless the City Manager authorizes administrative leave without pay. An employee may be placed on Administrative leave when: (1) the Department Head/Manager believes that the employee's continued presence at the work site could have detrimental consequences for City operations, or (2) the Department Head/Manager believes that the employee's continued presence at the work site could impact a pending investigation into charges of misconduct. If the charges against the employee are substantiated by the investigation, appropriate disciplinary action may be taken in accordance with these procedures.

12.3 Types of Discipline

While the City generally prescribes to the concept of progressive discipline, the type of discipline that may be imposed in a given situation will depend on individual circumstances, and a Department Head/Manager and/or his/her designee need not rigidly follow a progressive discipline scheme. The types of discipline authorized by these Rules are:

12.3.1 Admonishment or Reprimand.

An employee may be admonished or reprimanded, either orally or in writing, for just cause. An admonishment or reprimand is disciplinary in nature, and it is distinct from non-disciplinary counseling that an employee may receive. While an admonishment or reprimand may be delivered to an employee orally, it must subsequently be memorialized in writing and said writing must be retained in the employee's general personnel file. An oral or written reprimand may not be appealed under this policy, but the employee has the right to have a written rebuttal attached to the reprimand in the employee's personnel file if the rebuttal is submitted to the City Manager or his/her designee within ten (10) working days of the date the reprimand was issued.

12.3.2 Suspension

An employee may be suspended from his or her position without pay for just cause. Any such suspension shall not exceed thirty (30) days as misconduct warranting a lengthier suspension should result in discharge. Documents related to a suspension shall become part of the employee's general personnel file when the discipline is final. An employee subject to suspension will receive prior written notice and appeal as provided herein.

12.3.3 Demotion

An employee may be demoted from his or her position for just cause; however, the employee must be qualified for the position to which demotion is sought. Documents related to a demotion shall become part of the employee's personnel file when the discipline is final. An employee subject to demotion will be entitled to prior written notice and appeal as provided herein.

12.3.4 Reduction in Pay

An employee's pay may be reduced for just cause. A reduction in pay for disciplinary purposes may take one of two forms: (1) a decrease in salary to a lower step within the salary range, or (2) a decrease in salary paid to an employee for a fixed period of time. Documents related to a reduction in pay shall become part of the employee's personnel file when the discipline becomes final. An employee subject to a reduction in pay is entitled to prior written notice and appeal as provided herein.

12.3.5 Discharge

An employee may be discharged from his or her position for just cause. Documents related to discharge shall become a part of an employee's personnel file when the discipline becomes final. A discharged employee is entitled to prior written notice and appeal as provided herein.

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

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

- Step One - Notice of Intent to Discipline

A Department Head/Manager or his/her designee must provide written notice of intent to discipline that contains the following: (1) The proposed level of discipline intended

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

- Step Two - Employee's Pre-Discipline Response

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

- Step Three - Final Notice of Discipline

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

The final notice of discipline shall be filed in the employee's general personnel file once served upon the employee.

12.5 Evidentiary Appeal to Advisory Arbitration

- Request for Appeal Hearing

A regular, for-cause employee may appeal from a final notice of discipline in the form of suspension, demotion, reduction in pay, or termination by delivering a written answer to the charges and a request for appeal to the Director of Human Resources. 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 Director of Human Resources 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 Director of Human Resources of the name of the arbitrator selected, the Director of Human Resources shall notify the arbitrator and the advisory arbitration shall be scheduled as soon as practical. The City and the employee shall split the entire expense of the arbitrator's fee and the cost of audio recording the proceeding.

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

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

12.6 Conduct of the Appeal Hearing

- Subpoenas

The Director of Human Resources 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.

12.7 Written Advisory Findings and Recommendations

The Arbitrator shall render a written statement of advisory findings and recommendations to the parties and the Director of Human Resources 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 Director of Human Resources for any such extension.

12.8 Final Decision on Appeal by City Manager

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

12.9 Statute of Limitations

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

13. **GRIEVANCE PROCEDURES**

The goal of this grievance procedure is to make every reasonable effort to resolve applicable complaints as near as possible to the point of origin.

13.1 Scope

This grievance procedure is applicable to management, confidential and unrepresented employees.

It is the stated policy of the City of Indio:

- To promote harmonious relations among employees, supervisors and management.
- To communicate such that all levels of supervisors hear problems, complaints and questions raised by employees.
- To reduce the number of grievances by allowing employees to express concerns, and thereby allow management to address them.
- To ensure fair and equitable treatment of all employees.
- To provide an orderly procedure to handle the grievance through each level of supervision, if necessary, with final decision being vested in the City Manager or his/her designee.
- To resolve the grievance as quickly as possible.
- To settle the disagreement at the immediate supervisor's level informally, if possible.
- To correct, if possible, the cause of the grievance to prevent future similar grievances.

13.2 Eligibility to File a Grievance

A grievant is a regular employee who is personally affected by an act or omission that occurred no more than 14 calendar days prior to the initiation of the grievance, provided that the act or omission comes within the definition of "grievance" as described herein.

13.3 Definition of "Grievance"

Subject to the exclusions listed herein, a grievance is defined as any dispute that: (1) is job-related, (2) is wholly or partially within the province of the City to rectify or remedy, (3) concerns material terms and conditions of employment, (4) involves the interpretation, application, or alleged violation of these Rules, other City policies or a current Memorandum of Understanding between the City and a recognized employee organization representing City employees (provided the Memorandum of Understanding does not include its own grievance procedure), and (5) is not subject to any other City dispute Compensation and Benefit Plan process or procedure that is provided by statute, ordinance, Compensation and Benefit Plan or agreement.

13.4 Exclusions from the Grievance Procedure.

The following matters are excluded from the definition of “grievance”:

- Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation.
- Requests for changes in the content of employee evaluations or performance reviews, oral or written warnings, reprimands or counseling memos;
- Challenges to the decision to reclassify, layoff, transfer, deny reinstatement, or deny a step or merit increase;
- Challenges to any disciplinary action;
- Challenges to examinations or the appointment to positions; and
- Grievances purportedly on behalf of a class or group of employees.

13.5 Grievance Procedure

The grievance procedure has the following four steps:

- Step 1: Informal Discussion

Within fourteen (14) calendar days of the occurrence of the act(s) that constitute the grievance, an employee shall discuss the grievance with his/her immediate supervisor, who will investigate and attempt to resolve the matter. The supervisor will give the employee an oral reply within ten (10) calendar days after the discussion. If the employee is not satisfied with the reply, or if the supervisor does not reply in a timely manner, he or she may proceed to Step 2.

- Step 2: Formal Discussion

- Any grievance not resolved at Step 1 may be submitted in writing to the immediate supervisor no later than 10 calendar days after the date the supervisor’s oral reply is due. A grievance will not be accepted for processing unless all of the following information is provided in the grievance.
- A full description of how the grievant is/was adversely affected by a specific act or omission which gave rise to the alleged violation, misinterpretation, or misapplication.
- An identification of the specific provision of these Rules, other City policies or an applicable Compensation and Benefit Plan which was allegedly violated, misinterpreted, or misapplied.
- An identification of the specific date(s) on which the violation, misinterpretation, or misapplication allegedly occurred.
- An identification of the documents, witnesses or other evidence that support the grievance.
- An identification of the desired solution or remedy.
- The name of the grievant and his/her signature certifying the accuracy of the information contained in the grievance.
- The name and contact information for the person, if any, the grievant has chosen to be his or her representative.
 - Within ten (10) calendar days after the grievant provides all of the information listed above, the immediate supervisor may, in his or her discretion, schedule a meeting with the grievant for the parties to work at resolving the grievance.

The immediate supervisor shall give the grievant a written reply within 10 calendar

days after receipt of the written grievance, or the meeting, whichever occurs later, and will file a copy in the grievance file. If the grievant is not satisfied with the response, or if the supervisor fails to reply in a timely manner, he/she may proceed to Step 3.

- Step 3: Department Head/Manager

Any grievance not resolved at Step 2 may be submitted in writing to the employee's Department Head/Manager no later than ten (10) calendar days after the due date for the immediate supervisor's written reply. The grievant shall provide the Department Head/Manager with copies of the Step 2 response, if any. Within ten (10) calendar days thereafter, the Department Head/Manager, may in his or her discretion, schedule a meeting with the grievant for the purpose of giving the parties the opportunity to resolve the grievance. The Department Head/Manager will give the grievant a written reply within ten (10) calendar days after receipt of the written grievance, or the meeting, whichever occurs later, and will file a copy in the grievance file. If the grievant is not satisfied with the response, or if the Department Head/Manager fails to reply in a timely manner, he/she may proceed to Step 4.

- Step 4: City Manager

Any grievance not resolved at Step 3 may be submitted in writing to the City Manager or his/her designee no later than ten (10) days after the date of the Department Head's/Manager's written reply, if any. The grievant shall provide the City Manager with copies of the Step 2 and 3 responses, if any. Within ten (10) calendar days thereafter, the City Manager may, at his or her discretion, schedule a meeting with the grievant to discuss the matter. After consideration of the facts and any investigation the City Manager deems necessary, he/she will give his/her written decision to the grievant. Timelines specified in this section may be extended by mutual agreement of the parties.

- City Manager's Decision on Grievance

The decision of the City Manager will be final and binding. The City Manager's jurisdiction in ruling on the grievance will be limited as follows:

- The decision shall neither add to, detract from, nor modify the language of these Rules, the City's policies or any applicable Compensation and Benefit Plan.
- The decision shall be confined to the precise issue(s) the grievance has raised and that the grievant has submitted.
- Any monetary award in favor of the grievant may not exceed wages or benefits that the grievant has actually lost as a result of the matters alleged in the grievance. In no event shall any grievance award include any compensatory damages or attorneys' fees.

13.6 Settlement of Grievance

Any grievance will be deemed settled when it is not appealed to the next step within the specified time limit, unless an extension of time to a definite date has been mutually agreed upon in writing. Any grievance that the grievant fails to timely move to the next step shall be deemed resolved on the basis of the last disposition.

13.7 Representation

An employee may have a representative of his or her choice present at all stages of the grievance procedure, except that no one may be represented by an employee he or she supervises, and no employee may be represented by his or her supervisor or Department Head/Manager. If the employee's representative is a fellow employee, that employee will receive time off from his or her work assignment for the time of the grievance meeting or hearing. Forty-eight (48) hours prior to the grievance meeting, the employee shall inform the immediate supervisor, Department Head/Manager or City Manager whether he or she will be represented at the grievance meeting and shall identify his/her representative.

13.8 No Retribution

An employee shall not be penalized for using this procedure.

13.9 Withdrawal

A grievant may withdraw any grievance at any time, without prejudice, by giving written notice to the City representative who last took action on the grievance, and by providing a copy of the notice to the City Manager.

13.10 Resubmission

Upon consent of the person hearing the grievance and the grievant, a grievance may be resubmitted to a lower step in the grievance procedure for reconsideration.

13.11 Duty to Comply Before Compensation and Benefit Plan of Grievance

If an employee is given an order or directive that he or she believes may be subject to this grievance procedure, the employee must first comply with the order and file a grievance later, unless the employee reasonably believes that the order or directive endangers the health or safety of the employee or others or if the employee reasonably believes that complying with the order or directive would cause the employee to violate the law.

13.12 Delegation

The City Manager may delegate others, including non-involved Department Head/Manager or other management-level employees, to act on his or her behalf in this process. The findings and recommendations they render will be advisory to the City Manager, whose ultimate decision will be final and binding.

14. ATTENDANCE AND LEAVES

14.1 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. Departments shall keep daily attendance records of employees which shall be reported to the Finance Department at the end of each bi-weekly pay period. Failure on the part of an employee absent without leave to return to work within twenty-four (24) hours after notice to return may be cause for dismissal.

14.2 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.

14.3 Eligibility

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

15. ANNUAL AND SICK LEAVE (VACATION)

Accrual rates for this group of employees shall be at the same level as outlined below. However, the Director of Human Resources, with the approval of the City Manager may start a new employee at a higher accrual rate based on that person's total public sector work experience.

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

<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

15.1 Vacation Accumulation

An employee's maximum vacation accumulation shall be three (3) times that employee's annual accrual coinciding with his/her current rate of earning as is specified above in the column of the table included in Section 15 entitled "Hours/Year". Upon reaching this ceiling, no more vacation shall accumulate until vacation is taken.

15.2 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, which equals forty (40) hours of vacation pay.) In addition, an employee must have utilized a minimum of forty (40) hours of vacation leave time (for non-FLSA exempt employees) and a minimum of eighty (80) hours of vacation leave and/or administrative leave time (for FLSA exempt employees) 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. The maximum vacation accrual amount and the amount of vacation time an employee can sell back to the City will remain as specified. Exceptions to this policy may be granted by the City Manager after

consulting the appropriate Department Head/Manager in certain situations or where the employee, due to work requirements, may not have been able to utilize the required vacation leave.

During furlough period, employee may request to buy-back vacation accrual on a case-by-case basis with City Manager approval providing that the employee meets the requirement set in section 15.2.1

Employees must maintain minimum balance of 40 hours of sick, vacation, or comptime or a combination of any earned accrual banks in order to be eligible for vacation buy-back option.

15.3 Termination Payment

An Employee who terminates employment shall receive his/her final compensation and may be provided with a separate paycheck for all accrued but unused vacation leave and compensatory time earned by the next pay period.

15.4 Vacation Use

Department Head/Manager shall arrange for employees under their jurisdiction to take vacation in accordance with the wishes of the employee involved and with a view to minimum interference with departmental activities. During the month of January of each year, employees shall have the option of submitting their "seniority" vacation requests. The supervisor shall post the scheduled "seniority" vacation list for the calendar year the first week of February. Those vacation requests will be granted by seniority, provided that for split or multiple vacation requests, only one

(1) vacation request per employee shall be granted by seniority. The employee will need to specify vacation he or she wants granted by seniority. Vacation requests made after January will be handled in accordance with the rest of the provisions of this section. The supervisor responsible for approving vacation requests will make a determination within two (2) weeks of the date the request was submitted by the employee. Vacation is encouraged to be taken in one continuous amount rather than splitting into several parts, as it is likely to interfere with *Department/City operations, if requested on a regular basis. Department Head/Manager shall have the final decision in the assignment of vacation period, however, the City Manager must approve all vacation requests exceeding two (2) consecutive weeks.*

15.5 Holiday Pay

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

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day

10. Day after Thanksgiving
11. Christmas Eve Day
12. Christmas Day
13. New Year's Eve Day
14. Floating Holiday

For payroll purposes, the City operates on a five (5) day, eight (8) hour workweek. Employees with a flexible/alternative workday exceeding eight (8) hours will be paid the same number of hours they work on their flexible/ alternative workday for a City holiday. Every permanent and every probationary employee in the competitive service shall not be required to be on duty on holidays unless the employee's services are needed and required in the interest of public health, safety or general welfare. Nonexempt employees required to work on any designated holiday shall receive the overtime rate of pay in addition to the holiday pay. When a holiday falls on a Sunday, the following Monday shall be observed as a legal holiday. When a holiday falls on a Saturday, the previous Friday shall be observed as the legal holiday. On such Mondays or Fridays as on all holidays, City offices shall be closed with the exception of those departments whose operation is necessary to the public health and safety. Any employee who does not perform duty on the working days immediately prior to and following the holidays shall not receive pay for the holiday unless such employee was absolutely unable to perform normal duty for reasons of illness, authorized leave or other reasons determined by the City Manager to be sufficient.

15.6 Police Holiday Pay

Police Administrative Officer and Police Dispatch Supervisor shall receive 6.3 hours per payroll period, an annual equivalent of one hundred sixty four (164) hours of holiday pay in lieu of section 15.5 Holiday Pay. Police Commander, Assistant Chief of Police, and Chief of Police shall be entitled to "bank" holidays worked. Banked Holidays have no cash remuneration value and no more than two (2) Banked Holidays may be carried over into the next fiscal year.

15.7 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.

15.8 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.

15.9 Sick Leave Accrual

New employees will receive a bank of forty (40) hours of sick leave at the start of employment. They will accrue additional sick leave at the rate of one (1) day per month,

3.692 hours per bi-weekly pay period. Employees may use their accumulated sick leave immediately after it has been earned, subject to the provisions for use of sick leave. All employees, will be allowed to accumulate sickleave hours with no cap on the number of hours accumulated.

15.10 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 Director of Human Resources prior to or within two (2) hours after the time set for the beginning of the employee's regular daily duties. When absent for more than three (3) work days (twenty-four (24) hours), the employee must file a physician's certificate or work release with the Director of Human Resources indicating the employee was unable to perform their duties during their absence. Failure to file thenecessary 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 ofthe Director of Human Resources, the employee has abused such privileges.

Physician's certificate or work release form may be requested by the Director of Human Resources 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.
- Illness or injury of the employee's spouse, children or of persons residing withinthe employee's household which require the presence of the employee.
- To maintain a full paycheck while the employee is receiving Workers' Compensation benefits.
- Additional time off would come from the employee's vacation leave or compensatory time off balances, subject to approval by Department Head andCity Manager or designee.
- To care for the parents or children of the employee not residing in the household subject to the following conditions: 1) documentation of illness or injury as required under the City's policy for Family and Medical Leave, and 2) prior authorization before submitting request for sick leave.
- Other reasons as approved by the Director of Human Resources or designee. Employees who have called in sick and are on authorized sick leave shall be at their primary residence or available for a phone call by their supervisor during the hours they are normally scheduled to work in case their supervisor needs information from them to proceed with normal work processing. Employees whohave 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 as excepted 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 where the employee will be located.

15.11 Administrative Leave Time

Positions within the group which have been designated as FLSA exempt are eligible to receive up to eighty (80) hours of Administrative Leave Time in recognition of the additional time contributions required of these exempt positions. Administrative Leave Time is provided in a lump sum each July 1 annually only to those employees employed with the City on July 1. Employees hired after July 1 will have Administrative Leave Time prorated. Administrative Leave Time has no cash remuneration value and no more than sixteen (16) hours of leave time may be carried over into the next fiscal year.

15.12 Special Circumstances Pay

In addition to Administrative Leave Time, FLSA exempt positions in this Group may be entitled to receive special compensation based on special circumstances with prior authorization by their Department Head/Manager with concurrence from the City Manager. Special compensation shall be paid at straight time when an employee's normal workload is expanded above and beyond what is normally required in accordance with their position description. In order to be eligible for compensation based on special circumstances, the employee must have written authorization from their Department Head/Manager and such authorization must be attached to the department's time sheets for payroll reporting purposes. Payroll is not authorized to pay any special compensation for FLSA exempt positions without this written authorization.

15.13 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 employee's Department Head/Manager or Director of Human Resources whenever the death of any member of the family occurs. Family, for this purpose, is defined to include the following: spouse, parent, sister, brother, child, immediate stepfamily members, grandchild, grandparent, and the aforementioned relatives-in-law, members of the employee's household, and in special circumstances, other specially related individuals as approved by the Director of Human Resources. 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.

15.14 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 Department Head/Manager 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.

15.15 Leave of Absence Without Pay

The City Manager may grant a temporary 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 written request of the employee, setting forth the reason for the request; the approval will be in writing. Upon application of 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 report promptly at its expiration or within a reasonable time after

notice to return to duty shall be cause for discharge.

15.16 Jury and Witness Leave

Every employee of the City who is called or required to serve as a juror or witness shall be entitled to absent themselves from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. Any employee who is on jury duty will continue to receive full pay and benefits and shall be entitled to retain juror fees as reimbursement for expenses associated with jury duty. Employees shall be required to deliver a "Jury Attendance Certification" form at the end of their required jury duty to verify such service.

Employees required to serve on a jury must report to work before and after jury duty unless the employee has made prior arrangements with their supervisor to the contrary. Nothing herein shall be deemed to affect the right of the City Manager to discuss with the employee the possibility and practicability of seeking such exemption or excuse from jury duty or as a witness as may legally be available when absence by the employee would create undue hardship for the employee or their Department or would materially affect required service to the public.

15.17 Industrial Leave

Every full-time employee covered by this Compensation and Benefit Plan shall be entitled to a maximum of three (3) working days per year in the event they are required to be absent from work because of an industrial illness or injury. Said paid leave shall only be available in the event such absences are not compensable under the City's Workers' Compensation insurance policy because of said policy's waiting period.

15.18 Catastrophic Leave Donation

Circumstances may arise where an employee or the employee's immediate family may suffer a catastrophic injury or illness. "Catastrophic" is interpreted to include an illness or event which is monumental, unusual, unexpected, immediate in nature, and which is expected to preclude the employee from returning to work for an extended period of time. Under such a circumstance the employee may request leave donation from fellow employees under the following procedures:

15.18.1 Leave Donation Eligibility

- The incapacitation must be the result of the employee's or the employee's immediate family member's prolonged illness or injury, which is estimated to last for at least thirty (30) calendar days.
- The employee must have exhausted all available paid leave balances, including but not limited to sick leave, vacation leave, holiday leave, compensation time off leave, administrative leave and is therefore facing financial hardship.
- The employee must be on an approved leave of absence without pay.
- The employee must submit a request for leave donation to the Human Resources Office for review and approval of the City Manager. The employee will be required to provide medical documentation for the need of this leave donation.

15.18.2 Leave Donation Procedures

- The donation of leave is voluntary and is irrevocable once donated.
- Employees wishing to donate leave will submit to the Personnel Department an

authorization for transfer of leave form.

- All donations must be for a minimum of four (4) hours. Donation shall be on an hour-for-hour basis.
- If sick leave is contributed, the donor's balance cannot drop below one hundred sixty (160) hours.
- Total donations will be limited to a maximum of sixty (60) days, unless additional time is authorized by the City Manager.
- Payroll will deduct donated leave hours from the donor's sick leave, vacation leave, holiday leave, compensation time off leave, or administrative leave and add the appropriate number of hours to the recipient's catastrophic leave in the order received (first in, first out).
- All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable hours accrued, until the earliest of the following events occurs:
 - All leave balances, including both donated and accrued leave, are exhausted; or
 - The employee returns to work at his/her normal work schedule or modified work schedule if there is an industrial injury or illness; or
 - The employee's employment terminates.
- When accepting a leave donation, the amount, if any, of the recipient's long-term disability payments will be reduced by a like amount. At no time may an employee's salary exceed one hundred percent (100%) of base pay.
- In no case will an employee be able to convert the donated leave to cash or be paid for any remaining balance of donated leave.
- All donations will be maintained as confidential information.

15.19 Family/Medical Leave

The City has a policy regarding Family/Medical Leave for employees. The City provides a copy of this policy to new employees at the time of hire.

16. PERS RETIREMENT AND RETIREE MEDICAL CONTINUATION PROGRAM

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 – PEPRA) hired prior to July 1, 2012, are covered by the 3% @ 50 formula provided for by the Public Employees' Retirement Law at Government Code Section 21362.2. These employees' retirement will be calculated pursuant to the optional benefit (in the City's contract with CalPERS) of single highest twelve-month period.

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

Unit safety members who are defined as "new members" under the PEPRA, are covered by the 2.7% @ 57 formula provided for by PEPRA at Government Code Section

7522.25(d). These employees' retirement will be calculated per three-year average final compensation as provided for by the PEPRAs.

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 member" as defined under the PEPRAs 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 PEPRAs.

16.2 Employee Contributions to the Retirement System

Employees hired on or before 6/30/12, effective July 1, 2012, the City shall pay to the California Public Employees' Retirement System (CalPERS), on behalf of each probationary and permanent fulltime employees, the required employer contribution and an amount equal to one-half of the required normal member contribution to CalPERS, not to exceed four (4) percent for miscellaneous employees and four and one half (4.5) for sworn employees.

Employees hired on or before 6/30/12, effective July 1, 2013, the City shall pay to CalPERS, on behalf of each employee, the required employer contribution, and the employee shall pay an amount not to exceed the eight (8) percent for miscellaneous employees and nine (9) percent for sworn employees of the required normal member contribution.

Employees hired on or after July 1, 2012, shall pay the full eight (8) percent for miscellaneous employees and nine (9) percent for sworn employees of the required normal member contribution. Such contributions shall be reported as normal contributions and shall be credited to said employee's account pursuant to Government Code Section 20615. This payment of employee's normal contributions to the Public Employees' Retirement System is done pursuant to Section § 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 employees pay up to 12% of their pensions.

16.3 Employee/Retiree Medical Insurance Contribution Program

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

- A requirement that all employees be vested with CalPERS.
- Retirees shall be eligible for a City-paid contribution equivalent to the current amount given to active employees in their respective bargaining unit for retiree medical insurance coverage. However, the retiree is not eligible for any cash back if the contribution amount exceeds the cost of the insurance.

The City's Employee/Retiree Medical Insurance Contribution Program for employees hired on or after August 1, 2009, 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 CalPERS 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. In accordance with the vesting schedule approved in the Compensation and Benefit Plan or the current maximum flexible benefits plan medical contribution for Management, Confidential and Unrepresented employees, whichever is less. The retiree is not eligible for any cash back if the contribution amount exceeds the cost of the insurance.

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 Compensation and Benefit Plan 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 2019 is \$136.00 and for 2020 is \$139.00. 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 annuitant’s 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 Compensation and Benefit Plan)
 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 Compensation and Benefit Plan) 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 2019 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

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

Retiree’s Total Years of PERS Service	Percentage of Vesting Contribution	Public Agency with PEMHCA Vesting Actual Contribution for enrolled retirees in calendar year 2021*		
		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 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 \$734 = **\$367.00.**

Retiree with 10 years PERS service enrolls in 2-party plan receives 50% x \$1,398= **\$699.00**

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

The parties have agreed that The City will create a Third Tier Employee/Retiree Medical Insurance Contribution Program for employees 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

16.4 2.7% @ 55

Effective September 16, 2004, CalPERS contract was amended to provide the 2.7% @ 55 retirement benefit for unrepresented personnel.

16.5 3% @ 50

Effective June 30, 2005, CalPERS contract was amended to provide the 3% @ 50 retirement benefit for sworn personnel.

16.6 3% @ 55

Effective December 28, 2012, CalPERS contract was amended to provide the 3% @ 55

retirement benefit for sworn personnel annuity based on the average of the employee's three (3) highest paid consecutive years.

16.7 CalPERS Retirement Formula for New Hires

Any employee hired on or after January 1, 2013, shall be subject to the following 2% @ 62 retirement formula with the retiree's annuity based on the average of the employee's three (3) highest paid consecutive years.

Any sworn employee hired on or after January 1, 2013, shall be subject to the following 2.7% @ 57 retirement formula with the retiree's annuity based on the average of the employee's three (3) highest paid consecutive years.

16.8 Purchasing Additional Service Credit Upon Retirement

The City of Indio amended the City's contract with CalPERS 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.

17. **WORK AND PAY PERIODS**

All Departments shall observe office and working hours necessary for the efficient transaction of service as determined by the City Manager. The very nature of the services performed by the City makes it impossible for all Departments to operate on the same schedule of working hours. Working hours for all FSLA-exempt positions are necessary for continuing their work in a satisfactory and efficient manner.

17.1 Flex-Time Schedules

The City is agreeable to flextime scheduled for employees on case by case basis. The City reserves the right to develop and/or determine the program parameters and which positions would be eligible for such alternative work schedules.

17.2 Work Period

The work week for City Hall and administrative personnel generally consists of five (5) eight (8) hour days, Monday through Friday for a total of forty (40) hours per week. Normal working hours for these employees are 8:00 a.m. to 5:00 p.m. with a one (1) hour lunch period. Based on the nature of their positions and FLSA designation, these employees may occasionally be required to work evening and weekend hours in order to properly perform the duties of their position. The City Manager has the authority to adjust employees' work schedule from time to time as may be operationally necessary.

17.2.1 Time Keeping/Payroll System Change

- Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events shall be based on pay periods completed rather than hours.
- Leave accruals, i.e. sick leave, vacation pay, will continue to require that the employee be in a paid status for each day during the pay period to receive the full accrual for that pay period.
- Some other benefits will be granted even though the employee is in a paid status for only one day during the pay period, i.e., cash in lieu allowance.
- The FLSA workweek shall consist of forty (40) hours of work within 7 consecutive days.
- Direct deposit is required.

18. **UNIFORM ALLOWANCE**

The City will provide five (5) uniform changes a week for full-time employees required to wear a distinctive uniform while on duty.

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

19. **SMOKING POLICY**

Smoking is prohibited in all City facilities and vehicles. All meetings involving City employees shall be conducted in a smoke-free environment.

20. **GARNISHMENT SERVICE FEES**


Recognition of the City's management right to charge and collect a service fee


processing of employee garnishments and related liens placed on an employee's wages. The City's service fee is currently \$7.00 per garnishment, effective July 1, 1991. Garnishment Processing Fee exception: for family support cases only, the City will not collect such fee.

21. DISCLAIMER

This document does not reflect a collective bargaining unit agreement nor is it intended to do so. The employees in this group are not members of a recognized collective bargaining unit. The purpose of this document is to provide a summary listing of general employee's benefits, programs and procedures to which the individual employees in this group are entitled. The City Manager shall have the authority to amend this Compensation and Benefit Plan from time to time as may be necessary.

APPROVED BY:


Bryan Montgomery Date 7/29/24
City Manager


Andrew Ansoorian Date 7/26/24
Director of HR & Risk
Management