

take center stage

INDIO CITY EMPLOYEES' ASSOCIATION  
(ICEA)

COMPREHENSIVE  
MEMORANDUM OF UNDERSTANDING

**(July 1, 2024 – June 30, 2027)**

**Indio City Employees' Association (ICEA)**

**TABLE OF CONTENTS**

<b>INTRODUCTION .....</b>	<b>5</b>
<b>ARTICLE 1. RECOGNITION .....</b>	<b>5</b>
<b>ARTICLE 2. CLASSIFICATIONS WITHIN UNIT .....</b>	<b>5</b>
<b>ARTICLE 3. NON-DISCRIMINATION.....</b>	<b>6</b>
<b>ARTICLE 4. COMPENSATION PLAN.....</b>	<b>6</b>
<b>4.1 SALARY SCHEDULE .....</b>	<b>6</b>
<b>4.2 COST OF LIVING ADJUSTMENTS .....</b>	<b>6</b>
<b>4.3 MERIT INCREASES .....</b>	<b>7</b>
<b>4.4 SALARY ADVANCEMENT .....</b>	<b>7</b>
<b>4.5 MERIT STEP INCREASES .....</b>	<b>7</b>
<b>4.6 PAY RATES ON PROMOTION, DEMOTION, TRANSFER, REHIRE, OR     RECLASSIFICATION .....</b>	<b>7</b>
<b>4.6.1 SALARY ON PROMOTION.....</b>	<b>7</b>
<b>4.6.2 SALARY ON DEMOTION.....</b>	<b>8</b>
<b>4.6.3 SALARY ON TRANSFER .....</b>	<b>8</b>
<b>4.6.4 SALARY ON REHIRE .....</b>	<b>9</b>
<b>4.6.5 SALARY ON RECLASSIFICATION .....</b>	<b>8</b>
<b>4.7 WORKING OUT OF CLASS .....</b>	<b>9</b>
<b>4.8 OVERTIME AND COMPENSATORY TIME OFF (CTO) .....</b>	<b>9</b>
<b>4.8.1 AUTHORIZATION .....</b>	<b>9</b>
<b>4.8.2 COMPENSATION.....</b>	<b>10</b>
<b>4.8.3 USE OF COMPENSATORY TIME .....</b>	<b>10</b>
<b>4.8.4 MULTIPLE REQUESTS FOR COMPENSATORY TIME OFF .....</b>	<b>10</b>
<b>4.9 SPECIAL ASSIGNMENTS &amp; SPECIAL PAY PRACTICES .....</b>	<b>10</b>
<b>4.9.1 LICENSES/CERTIFICATES .....</b>	<b>10</b>
<b>4.9.2 COMPENSATION FOR REQUIRED SAFETY SHOES .....</b>	<b>11</b>
<b>4.9.3 COMPENSATION FOR SPECIALTY TOOLS .....</b>	<b>11</b>
<b>4.9.4 SPANISH BILINGUAL TRANSLATOR PAY .....</b>	<b>11</b>
<b>4.9.5 TESTING FOR SPANISH BILINGUAL TRANSLATOR PAY .....</b>	<b>11</b>
<b>4.10 STANDBY AND ON-CALL TIME .....</b>	<b>11</b>
<b>4.11 EMERGENCY CALL-BACK .....</b>	<b>12</b>
<b>4.12 CLASSIFICATION AND COMPENSATION STUDY .....</b>	<b>12</b>
<b>ARTICLE 5. PROBATIONARY PERIOD .....</b>	<b>13</b>
<b>5.1 PROBATION FOR NEW EMPLOYEES .....</b>	<b>13</b>
<b>5.2 PROBATION UPON PROMOTION OR DEMOTION.....</b>	<b>13</b>
<b>5.3 EXTENSION OF PROBATION .....</b>	<b>13</b>
<b>5.4 UNSATISFACTORY PROBATION PERIOD.....</b>	<b>13</b>
<b>5.5 PROBATION UPON RE-EMPLOYMENT.....</b>	<b>13</b>
<b>ARTICLE 6. FLEXIBLE BENEFITS PLAN/INSURANCE .....</b>	<b>13</b>
<b>6.1 FLEXIBLE BENEFIT PLAN .....</b>	<b>13</b>
<b>6.1.1 FLEXIBLE BENEFIT PLAN CONTRIBUTION &amp; CASH BACK.....</b>	<b>14</b>

6.1.2 PROOF OF MEDICAL COVERAGE.....	14
6.2 VISION & DENTAL PLANS.....	15
6.3 DISABILITY BENEFITS- OTHER THAN WORKERS' COMPENSATION .....	15
6.4 LIFE INSURANCE .....	15
6.5 LONG-TERM DISABILITY INSURANCE .....	15
ARTICLE 7. SENIORITY AND LAYOFFS .....	15
7.1 PURPOSE FOR LAYOFFS.....	15
7.2 SENIORITY AND ORDER OF LAYOFF .....	16
7.3 REINSTATEMENT LIST .....	16
7.4 PROBATION FOLLOWING LAYOFF .....	16
7.5 PAYMENT FOR ACCUMULATED LEAVE .....	16
ARTICLE 8. ATTENDANCE AND LEAVES .....	17
8.1 ATTENDANCE AT WORK: ABSENCE WITHOUT LEAVE .....	17
8.2 VACATION .....	17
8.2.1 ELIGIBILITY .....	17
8.2.2 ACCRUAL.....	17
8.2.3 VACATION ACCUMULATION .....	17
8.2.4 TERMINATION PAYMENT.....	17
8.2.5 VACATION BUY-BACK OPTION.....	18
8.2.6 VACATION USE.....	18
8.3 HOLIDAY PAY.....	19
8.3.1 WORKING ON A HOLIDAY .....	19
8.4 SICK LEAVE.....	20
8.4.1 PURCHASING ADDITIONAL SERVICE CREDIT UPON RETIREMENT .....	20
8.4.2 SICK LEAVE ACCRUAL.....	20
8.4.3 SICK LEAVE USAGE.....	20
8.5 BEREAVEMENT LEAVE .....	21
8.6 MILITARY LEAVE .....	21
8.7 LEAVE OF ABSENCE WITHOUT PAY .....	21
8.8 JURY AND WITNESS LEAVE .....	21
8.9 INDUSTRIAL LEAVE.....	22
8.10 CATASTROPHIC LEAVE DONATION .....	22
8.10.1 LEAVE DONATION ELIGIBILITY .....	22
8.10.2 LEAVE DONATION PROCEDURES .....	22
8.11 FAMILY/MEDICAL LEAVE .....	23
8.12 ADMINISTRATIVE HEARING/COURT TIME.....	23
ARTICLE 9. UNIFORM ALLOWANCE.....	23
9.1 PUBLIC WORKS .....	24
9.2 CODE ENFORCEMENT OFFICER & RECORDS SPECIALISTS.....	24
ARTICLE 10. TUITION REIMBURSEMENT PROGRAM .....	24
10.1 ELIGIBILITY REQUIREMENTS .....	25
10.2 GENERAL PROVISIONS.....	25
10.3 METHOD OF APPLYING FOR APPROVAL OF COURSES .....	25
10.4 METHOD OF PAYMENT .....	26

10.5 INTERPRETATION AND IMPLEMENTATION.....	26
ARTICLE 11. EDUCATION INCENTIVE PAY .....	26
11.1 REQUIREMENTS .....	26
11.1.1 ELIGIBILITY .....	26
11.1.2 DEGREE .....	26
11.1.3 EMPLOYEE’S JOB CLASSIFICATION.....	26
11.2 COMPENSATION .....	26
11.2.1 ASSOCIATE OF ARTS DEGREE (AA) .....	27
11.2.2 BACHELOR OF ARTS OR BACHELOR OF SCIENCE DEGREE (BA OR BS) .....	27
ARTICLE 12. WORK AND PAY PERIODS .....	27
12.1 WORK PERIOD .....	27
12.2 PAY PERIOD .....	28
12.2.1 TIME KEEPING/PAYROLL SYSTEM CHANGE.....	28
ARTICLE 13. SMOKING POLICY .....	28
ARTICLE 14. GARNISHMENT SERVICE FEES .....	28
ARTICLE 15. FLEX-TIME SCHEDULES.....	29
ARTICLE 16. PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS).....	29
16.1 RETIREMENT CONTRIBUTIONS.....	29
16.2 PURCHASING ADDITIONAL SERVICE CREDIT UPON RETIREMENT .....	29
16.3 2.7@ 55.....	29
16.4 2% @62 .....	29
ARTICLE 17. RETIREE MEDICAL INSURANCE CONTRIBUTION PROGRAM .....	29
ARTICLE 18. DISCIPLINE .....	34
18.1 AGAINST WHOM DISCIPLINARY ACTION MAY BE TAKEN .....	34
18.2 CAUSES FOR DISCIPLINE .....	34
18.3 ADMINISTRATIVE LEAVE .....	35
18.4 TYPES OF DISCIPLINE.....	36
18.4.1 ADMONISHMENT OR REPRIMAND.....	36
18.4.2 SUSPENSION .....	36
18.4.3 DEMOTION .....	36
18.4.4 REDUCTION IN PAY.....	36
18.4.5 DISCHARGE .....	37
ARTICLE 19. EMPLOYEE GRIEVANCE PROCEDURE .....	37
19.1 MATTERS SUBJECT TO GRIEVANCE PROCEDURE .....	37
19.2 INFORMAL GRIEVANCE PROCEDURE.....	37
19.3 CONTENT OF WRITTEN FORMAL GRIEVANCE .....	37
19.4 FORMAL GRIEVANCE PROCEDURE .....	37
19.5 CONDUCT OF GRIEVANCE PROCEDURE .....	38
ARTICLE 20. APPEALS PROCEDURE .....	39
20.1 RIGHT OF APPEAL.....	39
20.2 METHOD OF APPEAL .....	39
20.3 CONTENT OF WRITTEN APPEAL.....	39
20.4 PROCEDURE FOR IMPOSING SUSPENSION, DEMOTION, PAY REDUCTION AND/OR DISCHARGE .....	40

20.5 EVIDENTIARY APPEAL TO ADVISORY ARBITRATION ..... 41

20.6 CONDUCT OF THE APPEAL HEARING..... 42

20.7 WRITTEN ADVISORY FINDINGS AND RECOMMENDATIONS ..... 43

20.8 FINAL DECISION ON APPEAL BY CITY MANAGER..... 43

20.9 STATUTE OF LIMITATIONS ..... 43

ARTICLE 21. LABOR/MANAGEMENT MEETINGS..... 44

ARTICLE 22. DEDUCTIONS OF DUES ..... 44

ARTICLE 23. ASSOCIATION LEAVE TIME ..... 44

ARTICLE 24. CITY RIGHTS AND RESPONSIBILITIES ..... 44

ARTICLE 25. EXISTING ORDINANCES, RESOLUTIONS, AND POLICIES ..... 45

ARTICLE 26. SUPERSEDING LAW ..... 45

ARTICLE 27. TERM OF AGREEMENT..... 46

SIGNATURE PAGE ..... 46

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF INDIO AND THE INDIO CITY EMPLOYEES' ASSOCIATION (ICEA)  
RELATING TO GENERAL EMPLOYEES**

**INTRODUCTION**

This comprehensive Memorandum of Understanding (MOU) represents all matters concerning wages, hours, and other terms and conditions of employment between the City of Indio, (the "City") and the General Employee Unit (Indio City Employees' Association {ICEA}), hereinafter referred to as "ICEA" and is applicable only to the classifications set forth in Article 2 commencing on July 1, 2024, through and including June 30, 2027 (the "Term").

**ARTICLE 1. RECOGNITION**

ICEA is the only recognized employee organization with the right to meet and confer in good faith on behalf of CITY OF INDIO – GENERAL bargaining unit employees in those certain classifications set forth in Article 2.

**ARTICLE 2. CLASSIFICATIONS WITHIN UNIT**

The Indio City Employees' Association shall consist of the classifications of:

Accounting Technician I	Office Assistant
Accounting Technician II	Park & Landscape Inspector I
Administrative Assistant	Park & Landscape Inspector II
Beautification Worker	Permit Technician I
Code Enforcement Aide	Permit Technician II
Code Enforcement Officer I	Planning Technician I
Code Enforcement Officer II	Planning Technician II
Code Enforcement Technician	Public Works Inspector I
Community Improvement Aide	Public Works Inspector II
Community Program Assistant	Records Specialist I
Engineering Technician I	Records Specialist II
Engineering Technician II	Senior Accounting Technician
Equipment Operator I	Senior Administrative Assistant
Equipment Operator II	Senior Code Enforcement Officer
Facilities Maintenance Worker I	Senior Equipment Operator
Facilities Maintenance Worker II	Senior Facilities Maintenance Worker
Finance Technician I	Senior Fleet Mechanic
Finance Technician II	Senior Records Specialist
Fleet Mechanic I	Senior Street Maintenance Worker
Fleet Mechanic II	Senior Traffic Signal Technician
GIS Technician	Street Maintenance Worker I
Graffiti Control Worker	Street Maintenance Worker II
Housing Technician	Traffic Signal Technician I
Information Technology Support Technician	Traffic Signal Technician II

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

### **ARTICLE 3. NON-DISCRIMINATION**

The parties mutually recognize and agree to protect the rights of all employees herein to join and/or participate in protected 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 and ICEA 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 and ICEA shall reopen any provision of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.

### **ARTICLE 4. COMPENSATION PLAN**

#### **4.1 Salary Schedule**

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

#### **4.2 Cost of Living Adjustments**

Cost of Living Adjustments will be made to City salary ranges for the term of this Agreement 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 beginning in the pay period that contains July 1, 2025, each salary range will be modified to add one step to top of the salary range that is 5% above the existing top

step. Any employee who has been at top step for one year or more will be moved to the new top step effective July 1, 2025. Other employees will be eligible to achieve the new top step through normal step progression. In addition, one step at the bottom step of the salary range will be removed to maintain a nine-step salary range.

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

Effective beginning in the pay period that contains July 1, 2026, each salary range will be modified to add one step to top of the salary range that is 5% above the existing top step. Any employee who has been at top step for one year or more will be moved to the new top step effective July 1, 2026. Other employees will be eligible to achieve the new top step through normal step progression. In addition, one step at the bottom step of the salary range will be removed to maintain a nine-step salary range.

#### 4.3 Merit increases

Employees shall be eligible for merit increases as specified in section 4.6, Merit Step Increases of this MOU.

#### 4.4 Salary Advancement

Except as specified in Section 4.3, 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.

#### 4.5 Merit Step Increases

Employees shall receive their merit increase on their merit review date, unless their supervisor has recommended a denial of the merit increase prior to the merit review date. Denial of a merit increase must be based upon an overall below standard rating on the employee's performance evaluation issued prior to the merit review date.

The City's decision to deny a merit increase is subject to the grievance procedure. It is understood that in such a grievance, the grievant may grieve both the denial of the merit increase and the performance evaluation which resulted in the denial of the merit increase. However, no other aspect of the performance evaluation process 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 performance evaluation.

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

#### 4.6 Pay Rates on Promotion, Demotion, Transfer, Reinstatement or Reclassification

##### 4.6.1 Salary on Promotion



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

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

4.6.2 Salary on Demotion

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

4.6.3 Salary on Transfer

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

4.6.4 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 and approval of the City Manager, be rehired in a position in the class in which the employee had previously served, subject to a vacant budgeted position. Denial of rehire is not subject to the grievance procedure. 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.

4.6.5 Salary on Reclassification

When an employee is reclassified to a higher classification, the employee shall be placed on Step 1 in the new higher range or placed at the step which is a minimum five percent (5%) salary increase for the employee, whichever is greater, not to exceed the highest merit increase step of the new range. The employee's merit review date shall not change.

#### 4.7 Working Out of Class

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

Whenever the needs of the City require a permanent employee (not probationary) to temporarily perform the duties of a higher classification than that which the employee is currently assigned, the employee shall receive at least an additional five percent (5%) compensation above his/her existing base pay rate or the minimum of the "out of class" salary level (whichever is greater) after the employee works ten (10) consecutive working days retroactive pay to day 1 or exceeds twenty (20) 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 not 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) 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 acknowledgment that he/she will be returned to his/her appropriate salary range and step upon return to his/her normal position.

#### 4.8 Overtime and Compensatory Time Off (CTO)

##### 4.8.1 Authorization

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

##### 4.8.2 Compensation

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

Only time actually worked will be calculated for purposes of determining overtime. Therefore, vacation, sick time, comp time will not be considered as time actually worked for purposes of overtime. Compensation may be

in the form of pay or compensatory time off (CTO), with the employee having the option of choosing which they wish to receive. 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. Compensatory time balances may be cashed out upon employee request, subject to departmental budgetary constraints.

#### 4.8.3 Use of Compensatory Time

Except in the case of an emergency, an employee wishing to utilize his/her accrued compensatory time off shall submit his/her request in writing for supervisor authorization at least ten (10) days prior to the date(s) he/she wishes to take off. Such requests shall be subject to Department staffing requirements and will not be denied unless the employee's absence is unduly disruptive to the City's operations. In the event a compensatory time off request is denied, the employee shall be entitled to elect to be paid for the time instead.

Note: The one hundred eighty (180) 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 eighty (180) hours may be on the books as compensatory time at any one time.

#### 4.8.4 Multiple Requests for Compensatory Time Off

When the City receives multiple requests for the same time period, and granting of all or any of such requests would be unduly disruptive to the City's operations, the City shall determine which of the competing requests, if any, shall be granted based on seniority. Seniority shall be determined first by time in a classification, or if the employees are employed in different classifications or have spent the same amount of time in one classification, then by time in the Department.

### 4.9 Special Assignments and Special Pay Practice

#### 4.9.1 Licenses/Certificates

The City agrees to pay for the cost of required licenses/certificates (as required to maintain and perform job duties and based upon employee passing), for certain employees in the Public Works Department. All employees hired into the Public Works Department that require certification must meet certification requirements within 16 months of employment. The Department Head has discretion to extend the certification requirement period based upon State regulations and/or employee's good faith effort to obtain certificate.

#### 4.9.2 Compensation for Required Safety Shoes

Specific employees whose work may expose them to the danger of foot injury will be reimbursed for the cost of safety shoes. The City agrees to pay the whole cost for the City designated safety shoe (chosen by the Director of Public Works) or contribute up to \$250.00 towards the cost of an employee's safety shoe of personal choice that meets the City's safety standards. Employees will be ordinarily entitled to replace the shoes every twelve (12) months, except that should an employee's work render the shoes ineffective for purposes of foot safety in a period of time less than twelve (12) months, that employee may replace the safety shoes as needed. Employees shall use the safety shoes only for City work related activities and shall properly maintain them.

#### 4.9.3 Compensation for Specialty Tools

Fleet Mechanics shall continue to provide their own basic tool set and to provide the City with a list of said tools. The City will buy any specialty tools required by Fleet Mechanics above and beyond said basic set and such tools shall remain the property of the City, under City control. Employees utilizing such City tools shall be responsible for them while in the employee's custody. The City shall replace, at the City's cost, specialty tools that are stolen or damaged by mechanics in the performance of their duties and will replace, at the City's cost, employees' own basic tool set provided a list of said tools has been given to the City.

#### 4.9.4 Spanish Bilingual Translator Pay

This provision shall apply only to those positions that are departmentally designated as certified Spanish translators. 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.

#### 4.9.5 Eligibility for Testing for Spanish Bilingual Translator Pay

The City reserves its 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 testing.

#### 4.10 Standby and On-Call Time

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 off-duty hours. Employees will receive a cell phone or pager and must be able to respond back to a call as soon as

possible and be able to return to work or the site of a need for service within forty-five (45) minutes of being called up. Employees on call cannot drink alcohol and must ensure that they remain in a location where they can receive a pager or cell phone call. An employee who does not respond to a pager or call can be subject to discipline. Employees may trade on-call responsibilities with their supervisor's permission.

Compensation for standby or on-call time will be at the rate of two (2) hours pay at current pay scale for each eight (8) hours an employee spends on standby status. The above refers to approved standby or on-call for miscellaneous field employees (Public Works Department and Code Enforcement Officers) and applicable members of the Police Department only.

An employee who is called out to active duty while on standby, shall be entitled to overtime pay at the rate of one and one half (1½) times the employee's regular rate of pay for the time actually worked after reporting to the place of duty, or two (2) hours pay at the employee's normal hourly wage rate, whichever is greater. In no case shall the employee receive an additional two (2) hours of pay for additional calls performed within an initial two hour period.

#### 4.11 Emergency Call-Back

Emergency call-back is differentiated from being called back from standby status in that an employee is not required to be on standby but may be contacted under emergency circumstances on a "per chance" basis. "Per chance" means if the employee happens to be available when contacted, the method of contact not being defined. 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 is completed and who have left the City premises and/or work location. It shall not apply to employees who are continuing on duty.

#### 4.12 Classification and Compensation Study

Effective the first full pay period in July 2024, reallocate all ICEA job classifications to the market median (50<sup>th</sup> percentile) based on the results of the City/ICEA Task Force Benchmark Salary Study, 2024. The method to implement this action will consist of the following steps:

- 1) Adjust benchmark job classifications to the 50<sup>th</sup> percentile.
- 2) Adjust all other job classifications within the job family to maintain existing internal alignment.
- 3) Assign employees to the new pay grade on the step "nearest" to their current hourly rate. The City will provide the association with an employee reallocation report mapping this movement.
- 4) Apply an agreed upon COLA (if any) to the updated salary schedule.

## ARTICLE 5. PROBATIONARY PERIOD

### 5.1 Probation For New Employees

An employee initially appointed to a class shall serve a probationary period during which he/she shall have an opportunity to demonstrate suitability for the job. The initial probationary period shall be one (1) year.

### 5.2 Probation Upon Promotion or Demotion

An employee who has been promoted to a higher classification (or voluntarily demoted to a lower classification in which they have not completed the required probationary period), shall serve a six (6) month probation for the classification. At the Department Director's discretion, an employee may have their probationary period extended by up to six additional months. An employee who fails probation in a classification to which he/she has promoted into will be entitled to be returned to their former class if there is a vacant and budgeted position available in the classification. The employee does not have the right to bump out a current employee who has filled his/her previous position.

### 5.3 Extension of Probation

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.

### 5.4 Unsatisfactory Probation Period

If a probationary employee's initial probation period has not been satisfactory, it shall be so stated in a Personnel Action Form. The City Manager, by signing the Personnel Action Form, may authorize the dismissal of the employee. The probationary employee may be dismissed at any time without cause and without the right of appeal or grievance.

### 5.5 Probation Upon Re-employment

Any employee who leaves City employment and is subsequently rehired must serve a new probationary period as provided in the above Section 5.1.

## ARTICLE 6. FLEXIBLE BENEFITS PLAN / INSURANCE

### 6.1 Flexible Benefit Plan

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

### 6.1.1 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.

Effective January 1, 2022, employees who waive City medical, dental, and vision coverage shall receive Two Hundred Fifty Dollars (\$250) per month.

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

Employees hired prior to January 1, 2018 have the ability to receive up to Five Hundred Dollars (\$500) as taxable wages, which may be spent on optional benefits.

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

### 6.1.2 Proof of Medical Coverage

Employees electing not to participate in a City sponsored health care plan must provide evidence of group hospital and medical health plan coverage from their spouse or other sources and sign a statement that they are enrolled and covered under another group hospital and medical health plan. Evidence is defined as a dated certificate of coverage, plan enrollment card, policy, etc.

Employees must complete a Notice of Waiver form showing other hospital and medical coverage, which must be received by the Human Resources Department within sixty (60) days from date of hire, and annually during Open Enrollment.

#### *Important Note on CalPERS Medical Coverage Status:*

It is the individual employee's responsibility to notify the Human Resources Department when there are any changes in the employee's family situation. Changes in your status include: marriage, acquisition of a dependent child,

divorce, legal separation, and death. Failure to notify the personnel office may result in adverse consequences. Special rules for retirement and death:

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

- If an employee is not eligible to be enrolled in a CalPERS sponsored health plan on the date of separation of employment, they will not be eligible for health benefits into retirement.
- If an employee's retirement date is over 120 days from his/her separation date, the employee is not eligible for health benefits into retirement.

If an employee dies and his/her eligible family members are enrolled on his/her CalPERS- sponsored health plan at this time, they may be eligible for continued enrollment in a CalPERS-sponsored health plan if they qualify for monthly survivor benefits.

#### 6.2 Vision and Dental Plans

The City agrees to include all ICEA represented employees in the vision and dental insurance plans under the same terms and conditions as all other covered participants. Deductions for the plan will be part of the City's cafeteria plan.

#### 6.3 Disability Benefits – Other than Workers' Compensation

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

#### 6.4 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).

#### 6.5 Long-Term Disability Insurance

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

### **ARTICLE 7. SENIORITY AND LAYOFFS**

#### 7.1 Purpose for Layoffs

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

#### 7.2 Seniority and Order of Layoff

Layoffs shall be by classification. Seniority, for purposes of layoffs, shall be determined first by time in the classification and, if time in the classification is equal, then by time in



the Department. Before any full-time, permanent employees are laid off, the City shall first lay off all temporary and part-time employees within the affected employee classification.

If an employee is laid off, the employee shall have the right to bump an employee with less time in the Department in the next lower classification. If employee exercises bumping rights to a lower classification, said employee shall have the right to be the next person promoted to the classification from which they were laid off for a period of twelve (12) months from the effective date of the lay-off action.

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

### 7.3 Reinstatement List

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

Once recalled, reinstated employees will be restored to the same seniority rights and benefits in effect for the employee at time of layoff, unless subsequent changes in this Agreement have been made in the intervening time regarding a particular benefit, in which case the newer Agreement language regarding benefit entitlement will take precedent.

### 7.4 Probation Following Layoff

Employees laid off while on probation must serve a new probationary period following reemployment. The initial probationary period shall be one (1) year.

### 7.5 Payment for Accumulated Leave

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

## **ARTICLE 8. ATTENDANCE AND LEAVES**

### 8.1 Attendance at Work: Absence Without Leave

Employees shall normally be in attendance at their work in accordance with all regulations regarding hours of work, holidays, and leaves. 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.

### 8.2 Vacation

The purpose of annual vacation leave is to enable each eligible employee to return to their work mentally and physically refreshed. All employees are encouraged to use their accrued vacation time annually.

#### 8.2.1 Eligibility

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

#### 8.2.2 Accrual

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

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

#### 8.2.3 Vacation Accumulation

Maximum accrual shall be three (3) years' accumulation at the current rate of earning for all employees covered by this compensation plan.

#### 8.2.4 Termination Payment

Employees who terminate employment shall be paid in a lump sum for all accrued but unused vacation leave earned prior to the effective date of termination at employee's current hourly rate of pay.

#### 8.2.5 Vacation Buy-Back Option

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

In addition, an employee must have utilized a minimum of forty (40) hours of vacation leave time in the fiscal year or will be using time within thirty (30) days of the "sell back" request in order to be eligible to request a "sell back" of accrued time on the books. 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 in certain situations or where the employee, due to work requirements, may not have been able to utilize one (1) week of vacation leave.

Employee must maintain minimum balance of 40 hours of sick, vacation or comp time or a combination of any earned accrual bank in order to be eligible for the Vacation Buy-Back Option.

#### 8.2.6 Vacation Use

Department Heads shall arrange for employees under their jurisdiction to take vacation in accordance with the wishes of the employee involved and with a view to minimal 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 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 Heads shall have the final decision in the assignment of vacation period, however, the City Manager must approve all vacation requests exceeding two consecutive weeks.

### 8.3 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. Effective upon ratification and annually thereafter on July 1st, the City will provide eight (8) banked floating holiday hours to be used at the employee's discretion with approval from their supervisor. Unused holiday hours will be forfeited at the end of each fiscal year.

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the previous Friday shall be observed as the 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. This paragraph is not intended to result in any employee working an alternative work schedule to suffer a reduction in compensation for holiday pay as a result of his/her alternative work schedule.

#### 8.3.1 Working on a Holiday

Employees 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. Non-exempt employees required to work on any designated holiday shall receive the overtime rate of pay in addition to the holiday pay. Beginning July 1, 2017, any designated holiday will be counted as time worked for purposes of FLSA overtime calculations.

#### 8.4 Sick Leave

Sick or accident leave shall not be considered as a right to which an employee may use at his/her 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 his/her normal work assignment or as otherwise allowed in this policy.

##### 8.4.1 Purchasing Additional Service Credit upon Retirement

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

##### 8.4.2 Sick Leave Accrual

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

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

##### 8.4.3 Sick Leave Usage

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

Physician's certificate or work release form may be requested by the immediate supervisor if a potential sick leave abuse pattern appears to be developing. In this situation, the City may ask for a physician's certificate for sick leave absences of any duration. Violation of sick leave privileges may result in disciplinary action and/or loss of pay when, in the opinion of the immediate supervisor, the employee has abused such privileges.

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

- Illness or injury to the employee.
- Exposure of the employee to a contagious disease.
- Employee may use their annual accrual of sick leave for the illness of their children, parent, spouse or domestic partner.

- 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 and City Manager or designee.
- Other reasons as approved by the City Manager or designee.

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

#### 8.5 Bereavement Leave

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

Any authorized absence in excess of the forty (40) hours of bereavement leave with pay allowed herein shall be chargeable only to annual leave, unless sick leave is requested. If sick leave is requested, the employee must provide a certified doctor's release in accordance with the requirements for use of sick leave.

#### 8.6 Military Leave

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

#### 8.7 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 a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration or within a reasonable time after notice to return to duty shall be cause for discharge.

#### 8.8 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.

#### 8.9 Industrial Leave

Every full-time employee covered by this MOU 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.

#### 8.10 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:

##### 8.10.1 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.

##### 8.10.2 Leave Donation Procedures

- The donation of leave is voluntary and is irrevocable once donated.
- Employees wishing to donate leave will submit to the Human Resources Office 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 60 days, unless additional time is requested by ICEA on behalf of the employee and approved by the City Manager.
- Payroll will deduct donated leave hours from the donor's sick leave, vacation 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.

#### 8.11 Family/Medical Leave

The City has a policy regarding Family/Medical Leave and the Paid Family Leave Insurance Program for employees. The City provides a copy of these policies to new employees at the time of hire.

#### 8.12 Administrative Hearing/Court Time

Every off-duty employee who goes to court or an administrative hearing as required by a subpoena related to his/her employment shall be compensated at a minimum of two (2) hours of overtime compensation, or the actual length of time spent in court, whichever is greater.

When an off-duty employee is subpoenaed to court and placed "on-call" by the court or prosecutor, on-call compensation will be provided at the rate of two (2) hours of overtime for each eight (8) hours an employee spends on "on-call" status.



## **ARTICLE 9. UNIFORM ALLOWANCE**

### **9.1 Public Works**

The City will provide five (5) uniform changes a week for full-time Public Works employees required to wear a distinctive uniform while on duty. 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. The dollar value reported to the IRS and PERS will be one thousand four hundred sixty-four (\$1,464) dollars annually, fifty-six dollars and thirty-one cents (\$56.31) per twenty-six (26) pay periods. The City will provide jackets – light one (1) year, heavy the next year, rotational and as needed, based on wear and tear and to be decided by employee’s supervisor.

Effective upon ratification, the City will upgrade uniforms in accordance with Cal/OSHA “class 3” safety specifications for Equipment Operators, Senior Equipment Operators, and Street Maintenance Workers

### **9.2 Code Enforcement Officer and Records Specialists**

For full-time Code Enforcement Officer positions and Records Specialists required to wear a City designated uniform, the City shall provide the employees with a uniform allowance of eighty (\$80.00) dollars per month. Effective October 1, 2015, the uniform allowance for Code Enforcement Officers shall increase to one hundred (\$100) dollars per month to facilitate compliance with IPD Uniform Policy #1046, adopted June 19, 2015, to be effective February 15, 2016. The employee is required to maintain all necessary uniforms in good condition and is responsible for the replacement and upkeep of the designated uniforms. For part-time employees, the City will provide the uniform.

In order to facilitate compliance with Uniform Policy #1046, the City will reimburse Code Enforcement Officers and Records Specialist hired before September 30, 2015, for two (2) shirts and two (2) pants required by said Policy. Cost of these new Uniforms will not exceed two hundred and fifty dollars (\$250.00) per set.

Effective the first full pay period of July 2024, the uniform allowance for Records Specialist positions will increase to eighty-eight (\$88.00) dollars and for Code Enforcement Officer positions will increase to one-hundred ten (\$110.00) dollars per month.

## **ARTICLE 10. TUITION REIMBURSEMENT PROGRAM**

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

### **10.1 Eligibility Requirements**

- For qualified employees, the City will reimburse eighty percent (80%) of the required tuition, registration fees or books. Employees are eligible to receive the maximum annual reimbursement of three thousand (\$3,000.00) dollars per fiscal year. Travel, supplies or other expenses in connection with these courses are the responsibility of the individual employee.
- The City will not pay the cost of tuition that may have been advanced from other sources such as scholarships, grants or other subsidies. In the event of a partial scholarship or grant, reimbursement will be based on eighty percent (80%) of the actual expense incurred by the employee.
- When an employee is required to attend a particular course (with the approval of the City Manager), the expenses shall be paid directly by the City (including books and incidental costs). Under such circumstances, all books shall become the property of the City.
- Only those courses which were approved by the Department Head and the City Manager prior to registration shall be eligible for reimbursement.
- An employee must have completed the probationary period associated with their initial appointment in order to participate in the Tuition Reimbursement Program.
- Reimbursement shall be made only when evidence of satisfactory completion with a grade of "C" or better for both undergraduate courses and postgraduate work. Certification of a "pass" or "satisfactory" will be deemed as evidence of satisfactory completion in courses where no grade is given.

## 10.2 General Provisions

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

## 10.3 Method of Applying for Approval of Courses

- Requests for reimbursement of tuition shall be made on forms provided by the City. The information on the form to be completed by the employee shall indicate the college or university at which the course is to be taken, title of the course, number of semester/quarter/trimester hours, and the estimated cost. A brief statement of how the course(s) will be applicable to the work of the employee and/or benefit to the performance of the employee's duties with the City shall be completed, together with any other information as may be applicable.
- The City's tuition reimbursement form shall be completed and forwarded to the employee's Department Head. The Department Head shall indicate approval or disapproval and forward the forms to the Human Resources Office. One (1) copy of

the form shall be returned to the employee who will retain the copy until completion of the course(s).

#### 10.4 Method of Payment

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

#### 10.5 Interpretation and Implementation

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

### **ARTICLE 11. EDUCATIONAL INCENTIVE PAY**

#### 11.1 Requirements

##### 11.1.1 Eligibility

Eligibility for Educational Incentive Pay is limited to those employees who have earned a degree while employed by the City. However, any employee who, as of July 1, 2004, was receiving Educational Incentive Pay for a degree earned prior to employment with the City will be entitled to continue receiving such pay.

##### 11.1.2 Degree

The degree must be in a major that the Department Head determines bears a reasonable relationship to the duties regularly performed in the job classification. The decision of the Department Head may be reviewed by the General Unit's Union Representative and the Human Resources Director of the City. If no agreement is reached, the employee may appeal to the City Manager. The decision of the City Manager is final.

##### 11.1.3 Employee's Job Classification

No individual shall be eligible for Educational Incentive Pay if the employee's job classification requires a degree or states that a degree or acceptable alternatives are a prerequisite to employment in the classification.

#### 11.2 Compensation

##### 11.2.1 Associate of Arts Degree (AA)

Employees whose jobs do not require but have earned an Associate of Arts degree will be entitled to a two and one-half percent (2.5%) increase of base pay (non-cumulative)

11.2.2 Bachelor of Arts or Bachelor of Science Degree (BA or BS)

Employees who jobs do not require but have earned a Bachelor of Arts or Bachelor of Science degree will be entitled to a five percent (5%) increase of base pay (non-cumulative).

## **ARTICLE 12. 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.

### 12.1 Work Period

One normal work period shall encompass fourteen (14) consecutive 24-hour periods. A Department Head with prior approval of the City Manager and the Human Resources Director may establish or eliminate a different bi-weekly work period of 80 hours after giving the affected employee a one-work period (80 hour) advance written notice. Subject to City Manager approval, 9/80 and/or 4/10 schedules may occur during the term of this MOU. A change in normal work period may be required for employees electing an alternative work schedule.

Paid lunch and minimum staffing requirements listed below remain in effect regardless of the bi-weekly work period selected.

ICEA agrees that the City shall retain exclusive control to determine employee work schedules and hereby waives any right to grieve schedule assignments during the remaining term.

For purposes of clarification, examples of different bi-weekly schedules include but are not limited to previously approved and/or implemented schedules, variable schedules such as the change from summer to winter hours, and individual employee flex time schedules or one of the alternative schedules listed below:

City Hall and Administrative Employees: Four (4) nine (9) hour days Monday – Thursday, and one (1) eight (8) hour day on alternating Fridays.

General Services/Field: Four (4) eight and one half (8½) hour days Monday – Thursday, and one (1) six (6) hour day on Friday.

Code Enforcement Employees - Four (4) ten (10) hour days with a paid one hour lunch break. The work days will consist of Monday through Saturday and the normal working hours for these employees are between the hours of 6:00 am and 6:00 pm. There is no minimum staffing.

Police Records Employees: Indio Police Records employees shall work four (4) ten (10) hour days with a paid 40 minute lunch break. The work days will consist of Monday through Saturday and the normal working hours for these employees are between the hours of 6:00 am and 6:00 pm. Except in extenuating circumstances (i.e. sick leave, vacation or other absence), the minimum staffing in records will be three (3) for Monday through Friday.

Public Works Inspectors, Teen Center and Senior Center Employees: Five (5) eight (8) hour days Monday – Friday.

## 12.2 Pay Period

The pay period shall be comprised of fourteen (14) calendar days or one (1) work period. Employees shall receive pay following the end of each work period.

### 12.2.1 Time Keeping/Payroll System

- Dates for increases in leave accruals, probationary periods, anniversary dates, merit increases, step advances, and similar events shall be based on work 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 work period.
- Some other benefits will be granted even though the employee is in a paid status for only one day during the work 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 be required.

**\*\*Note\*\*** In accordance with Section 4.9.2, the work week will be in compliance with FLSA standards\*\*

## **ARTICLE 13. SMOKING POLICY**

Smoking is prohibited in all City facilities, except for the Police Department interview rooms. Smoking is prohibited in all City vehicles, including Police Department vehicles. All meetings involving City employees shall be conducted in a smoke-free environment.

## **ARTICLE 14. GARNISHMENT SERVICE FEES**

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

## **ARTICLE 15. FLEX-TIME SCHEDULES**

The City is agreeable to flex-time schedules for employees. Each department may implement a flexible bi-weekly schedule of eighty (80) hours (i.e. 9/80, 4/10, etc.), unless it can be shown that the department cannot perform its essential functions with such a schedule. Ultimate determination of a department's ability to function under such a schedule shall be made by the City Manager.

## **ARTICLE 16. PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)**

### **16.1 Retirement Contributions**

Effective October 1, 2013, the City shall pay to CalPERS, on behalf of ICEA probationary and permanent full-time employees, the required employer contribution, and an amount equal to any percentage increase in excess of eight percent (8%) member contribution, which shall be paid by the employee. This payment of employees' contributions to the Public Employees Retirement System is done pursuant to Section 414(h)(2) of the Internal Revenue Code.

### **16.2 Purchasing Additional Service Credit Upon Retirement**

As described in Section 8.4.2, the City of Indio amended the contract with the Public Employees Retirement System (PERS) in April of 2001 to allow for additional service credit to be purchased with unused accumulated sick leave at the time of the employee's retirement. This option is available to employees with and without 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.

### **16.3 2.7% @ 55**

Effective September 16, 2004, the Public Employees' Retirement System (PERS) contract was amended to provide the 2.7% @ 55 retirement benefit for General Unit employees. Effective October 1, 2013, the City shall pay to CalPERS, on behalf of ICEA probationary and permanent full-time employees, the required employer contribution, and an amount equal to any percentage increase in excess of eight percent (8%) member contribution, which shall be paid by the employee.

### **16.4 2% @ 62**

Effective January 1, 2013, the Public Employees' Retirement System (PERS) contract was amended to provide the 2% @ 62 retirement benefit for Non-Classic ICEA employees. Employees shall pay 50% of the normal cost of the 2% @ 62 Benefit, as determined by CalPERS.

## **ARTICLE 17. RETIREE MEDICAL INSURANCE CONTINUATION 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 PERS, i.e., have five (5) years of PERS service credit.
- 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 (a copy of which is attached to this MOU) to apply only to employees first employed on or after August 1, 2009.
- The vesting schedule will match the vesting formula set for state employees and it will establish a requirement of PERS service credit which an employee must meet in order to receive the employer contribution based on the following table:

<b>Credited Years of PERS Service</b>	<b>Percentage of Employer Contribution</b>
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 after August 1, 2009, shall be as set forth in Government Code Section 22893, (PERS key rules as provided below) and as may be modified by future legislative action.

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

**I. VESTING FOR HEALTH BENEFITS**

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

**II. VESTING SCHEDULE**

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

**III. Employer Contribution for Active Employees**

- Is subject to the Collective Bargaining Agreement or Memorandum of Understanding (MOU).
- Must be at least the minimum contribution defined in GC 22892(b)(1). The minimum contribution for 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 annuitants contribution, annually calculated by the 100/90 formula
- Maximum can be up to 100% total premium
- **Retired Employee and Survivor:** Percentage of employer contribution based on years of service credit for annuitants

**VI. Exceptions**

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

**GC 22893 Public Agency Vesting (Optional Resolution)**



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

**1. Vesting Basis Date**

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

**2. Requirements to receive Employer Contribution**

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

**VII. Public agencies who adopt PEMHCA Vesting must follow State’s Vesting Schedule and Contribution.** Actual contribution will be a percentage of the contribution based on completed years of PERS service. Below is a table using the State Vesting Schedule and the 2019 State’s Contribution Rates.

**State Annuitants Vesting Monthly Contribution Calendar year 2021**

<b>Party</b>	<b>State’s Monthly Contribution</b>
Single	\$798
2-party	\$1,519
Family	\$1,1937

<b>Retiree’s Total Years of PERS Service</b>	<b>Percentage of Vesting Contribution</b>	<b>Public Agency with PEMHCA Vesting</b>		
		<b>Single</b>	<b>2-party</b>	<b>Family</b>
		<b>Actual Contribution for enrolled retirees in calendar year 2021*</b>		
10	50%	\$399.00	\$759.50	\$ 968.50

11	55%	\$438.90	\$835.45	\$1065.35
12	60%	\$478.80	\$911.40	\$1162.20
13	65%	\$518.70	\$987.35	\$1259.05
14	70%	\$558.60	\$1063.30	\$1355.90
15	75%	\$598.50	\$1139.25	\$1452.75
16	80%	\$638.40	\$1215.20	\$1549.6
17	85%	\$678.30	\$1291.15	\$1646.45
18	90%	\$718.20	\$1367.10	\$1743.30
19	95%	\$758.10	\$1443.05	\$1840.15
20+	100%	\$798.00	\$1519.00	\$1937.00

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

Examples: Retiree with 10 years of PERS service enrolls in single-party plan receives 50% x \$707 = **\$367.00**

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

## **ARTICLE 18. DISCIPLINE**

### 18.1 Against Whom Disciplinary Action May Be Taken

In conformity with this rule, disciplinary action may be taken against any employee who has attained a position within the competitive service.

### 18.2 Causes for Discipline.

Regular (*i.e.*, non-probationary) classified employees may be subject to discipline for just 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.
- e) Dishonesty.
- f) Being under the influence of alcohol or illegal drugs while on duty.
- g) Excessive absenteeism.
- h) Inexcusable absence without leave.
- 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 that 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, carelessness or negligence in the care and handling of City property or information.
- p) Outside employment not specifically authorized by the City Manager or his/her designee.
- q) 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.
- r) 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 discipline of such City officer or employee if such refusal is proven to have occurred.
- s) Violation of any of the provisions of the ordinances, resolutions or any rules, regulations or policies which may be prescribed by the City Council, the City Manager or Department Head/Manager.
- t) 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.
- u) Working overtime without authorization, failing to accurately report overtime worked, or refusing to work assigned overtime;
- v) Carrying firearms or other dangerous weapons on City premises at any time, unless authorized to do so; and
- w) Failure to maintain the license, registration, certificate, professional qualifications, education or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance of the department. The department shall prescribe procedures to ensure that employees affected by the requirements are informed of them.

### 18.3 Administrative Leave

A Department Head/Manager may place an employee on an 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.

#### 18.4 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:

##### 18.4.1 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.

##### 18.4.2 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.

##### 18.4.3 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.

##### 18.4.4 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.

#### 18.4.5 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.

### **ARTICLE 19. EMPLOYEE GRIEVANCE PROCEDURE**

#### 19.1 Matters Subject to Grievance Procedure

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

#### 19.2 Informal Grievance Procedure

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

#### 19.3 Content of Written Formal Grievance

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

#### 19.4 Formal Grievance Procedure

Levels of review through chain of command:

- FIRST LEVEL OF REVIEW

The Grievance shall be presented in writing to the employee's immediate supervisor who shall then render a decision and comments in writing and

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

- DEPARTMENT REVIEW

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

- CITY MANAGER

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

#### 19.5 Conduct of Grievance Procedure

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

## ARTICLE 20. APPEALS PROCEDURE

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

It is the stated policy of the City of Indio:

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

This procedure is applicable to all regular, non-probationary employees of ICEA where any section, subsection, sentence, clause or phrase of this procedure is found inconsistent with an approved Memorandum of Understanding enacted between the City and ICEA that previously enacted Memorandum of Understanding shall prevail.

### 20.1 Right of Appeal

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

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

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

### 20.2 Method of Appeal

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

### 20.3 Content of Written Appeal

- Employee name, position, and department.
- Name of individual or union/association representing the employee.
- Detailed explanation of why the proposed disciplinary action should either be rescinded or modified.



- Any other information the employee believes relevant to the matter at hand.
- Signature of employee appealing proposed disciplinary action.
- Signature of union or association representative.

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

- Step One - Notice of Intent to Discipline  
A Department Head/Manager or his/her designee must provide written notice of intent to discipline that contains the following: (1) The proposed level of discipline intended to be imposed, (2) A description of the specific rules or charges upon which the proposed discipline is based, (3) A summary of the facts upon which the charges are based, (4) Copies of the written materials, reports, or documents relied upon for the proposed discipline, (5) Notice of the employee's right to respond to the Department Head/Manager or his/her designee regarding the charges within seven (7) calendar days from the date of the Notice, either by requesting a conference, or by providing a written response, or both, (6) Notice of the employee's right to have a representative of his or her choice at the conference, should he or she choose to respond orally, and (7) Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of the discipline.
- Step Two - Employee's Pre-Discipline Response  
If the employee timely requests a conference to respond orally to the charge(s), the conference must be scheduled at least seven (7) calendar days after the date of the Notice, unless the Department Head/Manager deems it impractical or the parties mutually agree to another date in writing. The conference will be an informal meeting with the Department Head/Manager or his/her designee, and its purpose is to provide the employee with an opportunity to rebut the charges against him/her and present any mitigating factors he/she believes should be considered. The pre-discipline conference is not an evidentiary hearing, and the employee shall have no right to bring or call witnesses or present any evidence. The Department Head/Manager or his/her designee must consider the employee's presentation before any final disciplinary action is imposed.

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

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

- Step Three - Final Notice of Discipline

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

## 20.5 Evidentiary Appeal to Advisory Arbitration

- Request for Appeal Hearing

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

- Selection of Arbitrator and Scheduling of Appeal Hearing

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

proceeding. Any other costs associated with the arbitration (e.g., the optional cost of using a court reporter) shall be borne by the party(s) incurring the cost. However, if an employee wishes to pursue a grievance without the participation of the Union, the employee shall split the cost of the arbitration with the City. In that case, the decision of the arbitrator shall not be binding on the association, or set a precedent.

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

## 20.6 Conduct of the Appeal Hearing

- Subpoenas

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

- Continuances

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

- Arbitrator's Jurisdiction and Authority During the Hearing

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

- Conduct of the Hearing

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

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

20.7 Written Advisory Findings and Recommendations

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

20.8 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.

20.9 Statute of Limitations

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

service of mailing of the City Manager's written findings and decision to file a petition for writ of administrative mandamus.

## **ARTICLE 21. LABOR/MANAGEMENT MEETINGS**

The City and ICEA will meet and discuss no more often than quarterly, upon request of either party, issues which could give rise to a duty to meet and confer under the Meyers-Milias-Brown Act, including any issues or concerns over the City's recruitment practices.

## **ARTICLE 22. DEDUCTION OF DUES**

The Finance Department shall deduct union dues from all employees who have signed a written authorization and a copy of that authorization has been provided to the Human Resources and Finance Departments. The Union shall provide full protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities claims made in reliance on information provided by the Union.

Notwithstanding anything to the contrary contained in Resolution No. 9576, it is agreed that employee authorizations for the deduction of dues shall remain effective unless and until revoked by the employee; provided, however, that said authorizations shall only be effective for an amount equal to that specified therein.

## **ARTICLE 23. ASSOCIATION LEAVE TIME**

The City shall allow up to a total of forty (40) hours of paid leave annually for Unit Executive Board members to attend to union related business including union related conferences and seminars when so requested by the Unit President and approved by the Department Head and Human Resources Director. Payroll slips must be submitted to the appropriate Department Head and Human Resources Director to provide for an accounting of use of this "Union" leave. Any hours used to attend union related business which are in excess of those provided under the provisions of this Article shall be taken without pay or charged against the appropriate representative's paid leave banks. This article is not meant to interfere with or limit, in any way, ICEA members' participation in the collective bargaining process.

## **ARTICLE 24. CITY RIGHTS AND RESPONSIBILITIES**

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

- To determine the mission of its constituent departments, commissions, and boards;
- To determine the merits, necessity, organization, level, and standards of any service or activity of the City;
- To expand, diminish, add or eliminate City services;

- To determine and change the facilities, methods, means, and personnel by which governmental operations are to be conducted;
- To maintain the efficiency of governmental operations;
- To determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to subcontract any work or operation;
- To determine the size and composition of the work force, to assign work to employees and direct its employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments, and to determine the days and hours when employees shall work;
- To relieve employees from duty because of lack of work or other non-disciplinary reasons;
- To discharge, suspend or otherwise discipline employees for proper cause in accordance with established rules;
- To determine the content of job classifications;
- To hire, transfer, promote, and demote employees for non-disciplinary reasons;
- To determine policies, procedures, and standards for selection, training, and promotion of employees;
- To establish employee performance standards including, but not limited to quality and quantity standards;
- To maintain the efficiency of governmental operations;
- To exercise control and discretion over its organization and technology of performing its work and services;
- To establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and
- To take all necessary actions to carry out its mission in emergencies.

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

## **ARTICLE 25. EXISTING ORDINANCES, RESOLUTIONS, AND POLICIES**

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

## **ARTICLE 26. SUPERSEDING LAW**

It is understood and agreed that this Memorandum of Understanding is subject to all present and future applicable federal and state laws and regulations, and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. It is specifically understood and agreed that this Memorandum of Understanding shall be implemented only to the extent permitted by existing and hereinafter enacted federal and state laws without jeopardizing the City's right to its allocated share of federal and state surplus funds and any provision not permissible there under shall be of no force and effect. If any part

of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal or state laws or regulations or otherwise held to be invalid or unenforceable by any other competent jurisdiction, such part or provisions shall be suspended or superseded by such applicable laws or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.


**ARTICLE 27. TERM OF AGREEMENT**

Upon approval by the City Manager of the City of Indio, this Agreement shall be effective from July 1, 2024, up to and including June 30, 2027.

**APPROVED BY:**

City of Indio

Indio City Employees' Association

  
Bryan Montgomery, City Manager

  
Mary LaPlante, Chief Negotiator