

Side Letter of Agreement

Between the City of Cathedral City and the Cathedral city Fire Management Association (CCFMA)

This Side Letter of Agreement is entered into by and between the City of Cathedral City (hereinafter referred to as the "City") and the Cathedral City Fire Management Association (hereinafter referred to as "CCFMA" or the "Association").

Purpose

The purpose of this Side Letter is to amend Article 8.21 Certification and Education Incentives in both the 2020-2022 and 2023-2025 Memorandums of Understanding (MOUs) between the City and CCFMA. This amendment aims to correct and update the language regarding certification and education incentives for Fire Captains and Battalion Chiefs.

Amendment

Effective 07/01/2021, Article 8.21 Certification and Education Incentives in both the CCFMA MOU from 01/01/2020 - 12/31/2022 and the CCFMA MOU from 01/01/2023 - 12/31/2025 shall be replaced in its entirety with the following language:

“Base Pay is defined as an employee’s earnings calculated off the payrate defined on the Publicly Available Pay Schedule (PAPS), compounded with the below incentive pays:

- TUP – Defined in Section 8.16
- Holiday Pay – Defined in Section 12.7
- Fair Labor Standards Act (FLSA) 10 hours – Defined in Section 8.9

All other incentive pays will be based on a percentage of base pay”

Article 8.9 Overtime.

Employees shall be entitled to overtime pay in accordance with the requirements of applicable law for hours worked .

8.9.1 Fair Labor Standards Act (FLSA) Overtime

As set by the Department of Labor, work periods for public safety employees can vary from seven to 28 days (section 207(k)). Based on the set work period, safety employees are entitled to FLSA overtime for hours actually worked in excess of the threshold set by the Department of Labor. (For FLSA purposes Central Fire District pays FLSA overtime for all time worked or "deemed" to have been worked including all paid time off).

A 24-day work period has been established therefore employees are entitled to FLSA overtime for hours worked in excess of 182 hours. The regular scheduled hours worked for our shift employees is 192 (eight, 24-hour shifts) within a 24-day work period. Since the regular scheduled hours exceed the 182-hour threshold, there are 10 hours of scheduled overtime for safety employees each 24-day FLSA work period. Since the employee's salary is intended to

compensate for the scheduled 192 hours, the overtime premium for the hours between 182 and 192 is at half-time of the employee's "Regular Rate of Pay".

For the purpose of calculating overtime pay, all hours are to be considered "hours worked" with the exception of sick leave, banked holiday hours and floating holiday hours, for hours in excess of a regular schedule.

In accordance with the FLSA, compensation paid for normal full-time work schedule including premium pay required by FLSA shall be considered part of base pay calculations.

- There are 15.208 FLSA Cycles a year ($365 / 24 = 15.208$).
- There are typically 26 pay periods per year.
- 2920 is the assumed hours worked per year (2,080 hours for forty-hour employees)· FLSA Pay is reportable special compensation to CalPERS for pension calculation.

8.9.2 Non-FLSA Overtime

A department head may require an employee to work beyond the employee's regular hours of employment. If an employee works in excess of 192 hours during the 24-day work cycle, such employee shall be paid the overtime rate of pay.

8.9.3 Regular Rate of Pay

An employee who works overtime will be compensated for those overtime hours at a rate of one- and one-half times the employee's "Regular Rate of Pay." The "Regular Rate of Pay" includes all remuneration paid to the employee including base salary as defined in the salary schedule plus any additional pay the employee receives such as but not limited to Special assignment Pay and Education Incentive. All Included compensation will be converted into an hourly rate to calculate FLSA pay as well as the Overtime Rate of Pay. Holiday Pay and Uniform Allowance are not included in the regular rate of pay.

Article 8.21 Certification and Education Incentives:

Fire Captains who hold a California Community College Associate Degree (in any major) or an equivalent degree from an accredited post-secondary institution, or who have completed a minimum of sixty (60) semester units or ninety (90) quarter units in fire service and/or public safety courses at an accredited institution, and who have completed at least two (2) classes required by the State Fire Marshal for Chief Officer certification, as listed below, shall be compensated five percent (5%) of base pay.

- a. Chief Fire Officer 3A
- b. Chief Fire Officer 3B
- c. Chief Fire Officer 3C
- d. Chief Fire Officer 3D
- e. ICS-300

Any modifications or additions to the training program, including but not limited to changes in content, delivery methods, or required training hours, will be addressed through a separate side

letter. Such changes will be outlined in a written side letter, which will be subject to the same terms and conditions as this agreement.

a.1) Advanced Degrees and Certifications:

- Fire Captains who possess a Bachelor of Arts or Bachelor of Science degree, or who hold a Chief Officer certificate, shall also receive an additional five percent (5%) increase of base pay.

a.2) Total Compensation Limit:

- The total of these educational incentives shall not exceed ten percent (10%) of base pay.
- b) Battalion Chiefs and Division Chiefs. Battalion Chiefs and Division Chiefs who possess a Fire Chief designation as identified by the State Fire Marshall's Office shall be compensated an additional five percent (5%) of base pay.
- c) In addition, Battalion Chiefs and Division Chiefs who possess a Master's degree shall be compensated an additional five percent (5%) of base pay.

The percentage of Educational Incentive Pay will be calculated by the total of the employee's earnings accumulated from the payrate listed on their Publicly Available Pay Schedule, compounded with the below incentive pays:

- Acting Pay – An employee shall receive adjusted compensation of five percent (5%) of their base rate of salary for working in an assignment in a higher classification. Working at a higher classification shall mean that the employee is performing 100% of the duties of a position in a higher salary range. Employees will begin to receive the adjusted compensation on the first day they work in the higher classification.

Employees may not be assigned to work in a higher classification for longer than six (6) months. An extension of this time may be approved in writing with the concurrence of the Fire Chief and the Human Resources Manager for up to an additional six (6) months, for a total term of twelve (12) months. However, when an appointment is made under this section due to a position that is vacant and is scheduled to be filled following the completion of a recruitment process, the temporary out-of-class assignment is limited to 960 hours in a fiscal year.

Employees who are assigned to work in a higher classification under this section will be notified that this placement is temporary, and that after the assignment, they will be returned to their regular position. At the end of the term of assignment to a higher classification, the employee will be returned to the rate of pay in the classification and step they would have achieved if they were never assigned to the out of class position.

The parties agree that, to the extent permitted by law (2 CCR section 571), compensation for working at a higher assignment shall be reported to CalPERS as a special compensation for Classic CalPERS members.

- Holiday Pay - Employees in positions required to work on a holiday in order to maintain City services shall be paid their regular straight time pay, plus extra compensation of time and one half at the employees' regular rate of pay for the hours worked on the holiday (therefore, total compensation for an employee working on a holiday will be 2.5 times the employee's regular rate of pay).
- In accordance with the FLSA, compensation paid for normal full-time work schedule including premium pay required by FLSA shall be considered part of base pay calculations.

When an employee who is receiving an educational degree incentive under this provision is promoted to an open position in a class with a higher salary range in which an educational degree is required, the employee's educational degree incentive is taken into consideration when determining step placement within the higher range under section 8.3 of this MOU.

The parties agree that, to the extent permitted by law (2 CCR section 571 and 2 CCR Section 571.1) special assignment pay shall be reported to CalPERS as special compensation or pensionable compensation.

Article 12.7. Holiday Pay

b) The City officially recognizes designated Holidays. The following holidays:

New Year's Day
 Martin Luther King Jr. Day
 Presidents' Day
 Memorial Day
 Juneteenth National Independence Day
 Independence Day
 Labor Day
 Veterans Day
 Thanksgiving Day
 Friday following Thanksgiving Day
 Christmas Day

Effect of Amendment

This Side Letter of Agreement shall be effective 07/01/2021 and shall be deemed part of the 2020-2022 and 2023-2025 MOUs between the City and CCFMA. Except for the changes set forth in this Side Letter of Agreement, all other terms and conditions of the MOUs shall remain in full force and effect.

Acknowledgment

The parties acknowledge that they have read, understand, and agree to be bound by the terms and conditions of this Side Letter of Agreement.

Electronic Signature


The Parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Parties acknowledge that they have had an opportunity to request and review the City's Electronic Signature Use Policy, and Contractor agrees to comply with the Electronic Signature Use Policy. Parties agree to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Side Letter of Agreement on the dates set forth below.

For the City of Cathedral City:

Charles McClendon, City Manager Date

For the Cathedral City Fire Management Association:


Corey Goddard (Apr 7, 2025 16:55 PDT) 04/07/2025
Corey Goddard, President Date

Side Letter of Agreement

Between the City of Cathedral City and the Cathedral City Professional Firefighters Association (CCPFA)

This Side Letter of Agreement is entered into by and between the City of Cathedral City (hereinafter referred to as the "City") and the Cathedral City Professional Firefighters Association (hereinafter referred to as "CCPFA" or the "Association").

Purpose

The purpose of this Side Letter is to amend Article 8.21 Certification and Education Incentives in both the 2020-2022 and 2023-2025 Memorandums of Understanding (MOUs) between the City and CCPFA. This amendment aims to correct and update the language regarding certification and education incentives for Fire Captains and Battalion Chiefs.

Amendment

Effective 07/01/2021, Article 16.3 Certificate and Degree Incentives in both the CCPFA MOU from 01/01/2020 - 12/31/2022 and the CCPFA MOU from 01/01/2023 - 12/31/2025 shall be replaced in its entirety with the following language:

"Base Pay is defined as an employee's earnings calculated off the payrate defined on the Publicly Available Pay Schedule (PAPS), compounded with the below incentive pays:

- TUP – Defined in Section 8.9
- Holiday Pay – Defined in Section 13.5
- Fair Labor Standards Act (FLSA) 10 hours – Defined in Section 8.6

All other incentive pays will be based on a percentage of base pay"

Article 8.6 Overtime.

Employees shall be entitled to overtime pay in accordance with the requirements of applicable law for hours worked .

8.6.1 Fair Labor Standards Act (FLSA) Overtime

As set by the Department of Labor, work periods for public safety employees can vary from seven to 28 days (section 207(k)). Based on the set work period, safety employees are entitled to FLSA overtime for hours actually worked in excess of the threshold set by the Department of Labor. (For FLSA purposes Central Fire District pays FLSA overtime for all time worked or "deemed" to have been worked including all paid time off).

A 24-day work period has been established therefore employees are entitled to FLSA overtime for hours worked in excess of 182 hours. The regular scheduled hours worked for our shift employees is 192 (eight, 24-hour shifts) within a 24-day work period. Since the regular scheduled hours exceed the 182-hour threshold, there are 10 hours of scheduled overtime for safety employees each 24-day FLSA work period. Since the employee's salary is intended to

compensate for the scheduled 192 hours, the overtime premium for the hours between 182 and 192 is at half-time of the employee's "Regular Rate of Pay".

For the purpose of calculating overtime pay, all hours are to be considered "hours worked" with the exception of sick leave, banked holiday hours and floating holiday hours, for hours in excess of a regular schedule.

In accordance with the FLSA, compensation paid for normal full-time work schedule including premium pay required by FLSA shall be considered part of base pay calculations.

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8.6.2 Non-FLSA Overtime

A department head may require an employee to work beyond the employee's regular hours of employment. If an employee works in excess of 192 hours during the 24-day work cycle, such employee shall be paid the overtime rate of pay.

8.6.3 Regular Rate of Pay

An employee who works overtime will be compensated for those overtime hours at a rate of one- and one-half times the employee's "Regular Rate of Pay." The "Regular Rate of Pay" includes all remuneration paid to the employee including base salary as defined in the salary schedule plus any additional pay the employee receives such as but not limited to Special assignment Pay and Education Incentive. All included compensation will be converted into an hourly rate to calculate FLSA pay as well as the Overtime Rate of Pay. Holiday Pay and Uniform Allowance are not included in the regular rate of pay.

Article 16.3 Certificate and Degree Incentives:

Any unit member receiving a Firefighter II or Company Officer/Fire Officer Certificate will be provided with a Certificate Pay differential for each separate Certificate held equal to five percent (5%) of base salary.

Unit members who possess a California Community College Associate Degree, an equivalent AS/AA degree or a Bachelor's Degree (BA/BS) from an accredited post-secondary institution whereas the degree is appropriate to the Fire Service and/or Public Administration and have completed at least two (2) of the courses required by the State Fire Marshal for Company Officer certification, as listed below, shall be compensated five percent (5%) of base salary.

- a. Company Officer 2A
- b. Company Officer 2B
- c. Company Officer 2C
- d. Company Officer 2D
- e. Company Officer 2E
- f. Instructor 1

Any modifications or additions to the training program, including but not limited to changes in content, delivery methods, or required training hours, will be addressed through a separate side letter. Such changes will be outlined in a written side letter, which will be subject to the same terms and conditions as this agreement.

The percentage of Educational Incentive Pay will be calculated by the total of the employee's earnings accumulated from the payrate listed on their Publicly Available Pay Schedule, compounded with the below incentive pays:

- Acting Pay – An employee shall receive adjusted compensation of five percent (5%) of their base rate of salary for working in an assignment in a higher classification. Working at a higher classification shall mean that the employee is performing 100% of the duties of a position in a higher salary range. Employees will begin to receive the adjusted compensation on the first day they work in the higher classification.

Employees may not be assigned to work in a higher classification for longer than six (6) months. An extension of this time may be approved in writing with the concurrence of the Fire Chief and the Human Resources Manager for up to an additional six (6) months, for a total term of twelve (12) months. However, when an appointment is made under this section due to a position that is vacant and is scheduled to be filled following the completion of a recruitment process, the temporary out-of-class assignment is limited to 960 hours in a fiscal year.

Employees who are assigned to work in a higher classification under this section will be notified that this placement is temporary, and that after the assignment, they will be returned to their regular position. At the end of the term of assignment to a higher classification, the employee will be returned to the rate of pay in the classification and step they would have achieved if they were never assigned to the out of class position.

The parties agree that, to the extent permitted by law (2 CCR section 571), compensation for working at a higher assignment shall be reported to CalPERS as a special compensation for Classic CalPERS members.

- Holiday Pay - Employees in positions required to work on a holiday in order to maintain City services shall be paid their regular straight time pay, plus extra compensation of time and one half at the employees' regular rate of pay for the hours worked on the holiday (therefore, total compensation for an employee working on a holiday will be 2.5 times the employee's regular rate of pay).
- In accordance with the FLSA, compensation paid for normal full-time work schedule including premium pay required by FLSA shall be considered part of base pay calculations.

The parties agree that, to the extent permitted by law (2 CCR section 571 and 2 CCR Section 571.1) special assignment pay shall be reported to CalPERS as special compensation or pensionable compensation.

Article 13.5. Holiday Pay

b) The City officially recognizes designated Holidays. The following holidays:

New Year's Day

Martin Luther King Jr. Day

Presidents' Day

Memorial Day

Juneteenth National Independence Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Day

Effect of Amendment

This Side Letter of Agreement shall be effective 07/01/2021 and shall be deemed part of the 2020-2022 and 2023-2025 MOUs between the City and CCPFA. Except for the changes set forth in this Side Letter of Agreement, all other terms and conditions of the MOUs shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Side Letter of Agreement on the dates set forth below.

For the City of Cathedral City:

_____	_____
Charles McClendon, City Manager	Date

For the Cathedral City Professional Firefighters Association:

 _____ <small>Corey Goddard (Apr 7, 2025 16:55 PDT)</small>	<u>04/07/2025</u>
Corey Goddard, President	Date

CalPERS Language Side Letters - CCFMA & CCPFA

Final Audit Report

2025-04-07

Created:	2025-04-07
By:	Eugenia Torres (hr@cathedralcity.gov)
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"CalPERS Language Side Letters - CCFMA & CCPFA" History



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Signer cor.goddard@gmail.com entered name at signing as Corey Goddard

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Document e-signed by Corey Goddard (cor.goddard@gmail.com)

Signature Date: 2025-04-07 - 11:55:26 PM GMT - Time Source: server



Agreement completed.

2025-04-07 - 11:55:26 PM GMT



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