MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and between the CITY OF INDIAN WELLS (the "City") and the INDIAN WELLS CITY EMPLOYEES ASSOCIATION (the "Association"), herein referred to as "The Parties."

WHEREAS, the City and the Association have met and conferred in good faith with respect to the wages, hours, and terms and conditions of employment of City employees and all other subjects within the scope of bargaining under the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.), and have reached an agreement that they wish to set forth in writing in the form of this MOU;

NOW, THEREFORE, the City and the Association agree as follows:

SECTION 1: TERM.

This MOU shall take effect on July 1, 2025 and shall remain in effect through and including June 30, 2028.

SECTION 2: RECOGNITION OF THE ASSOCIATION.

The City formally recognizes the Association as the exclusive representative of employees in the bargaining unit. The City and the Association agree that the bargaining unit shall consist only of employees in the following positions:

Accounting Technician I
Accounting Technician II
Management Assistant
Management Analyst
Senior Administrative Assistant
Receptionist
Building Inspector I/ Code Enforcement Officer
Planning Technician I
Permit Technician I
Permit Technician II
Maintenance Worker I
Maintenance Worker II

The bargaining unit shall exclude all other positions, management and confidential employees, Department Heads, and the City Manager.

SECTION 3: SALARY.

The Authorized Positions & Salary Schedule (the "Schedule"), which is attached hereto as Exhibit "A" and by this reference made a part hereof, shall remain in effect during the term (July 1, 2025 through June 30, 2028) of this MOU. Any update to the Schedule will become the new Exhibit "A" upon adoption by the City Council.

The Parties agree that annual Merit Based Pay reviews shall impact employee salaries per the following rating chart.

Overall Rating	MBP Percent Increase
38 or Below	0.0%
39-41	1.0%
42-44	1.5%
45-47	2.0%
48-50	2.5%
51-53	3.0%
54-56	3.5%
57-59	4.0%
60-62	4.5%
63 or Above	5.0%

MBP pay percentage increases will be determined by adding the sum of all MBP category scores. Any aggregate score of (38) or below forfeits any Merit Based Pay increase or bonus and triggers the creation of a Performance Improvement Plan (PIP). Quarterly Reviews provide a regularly scheduled opportunity for you and your Supervisor to discuss feedback, expectations, and opportunities for improvement over time. An aggregate score of (38) or below at the conclusion of the review period showcases the need for more formal action.

Any employee whose salary would exceed their assigned Council approved salary range as a result of a salary increase will receive a cash equivalent payout for any amount above the top of the salary range.

A. Overtime: Overtime is defined as hours worked by any employee subject to the provisions of the Fair Labor Standards Act ("FLSA") (non-exempt employee). All overtime must have prior approval of the appropriate supervisor and/or department head and be recorded on the employee's bi-weekly time report. Unauthorized overtime is cause for discipline. Non-exempt employees shall be compensated for overtime in accordance with the applicable FLSA provisions.

Any hours worked which are eligible for overtime compensation as defined herein may be taken as compensatory time (or "comp time") off in accordance with these or any department rules. The earning of such "comp time" must receive prior approval of the Department Head or his/her designee. Compensatory time off is earned at the rate of one and one-half (1-1/2) times the number of hours worked and may be accrued to a maximum of eighty (80) hours. Any "comp time" accrued at date of separation shall be paid at straight time the hourly rate of pay then in effect.

Certain positions of employment may be designated as "exempt" from such provisions of the FLSA. Any such designations shall conform to the guidelines and criteria set forth in the FLSA pertaining to such designation. Persons employed in those positions shall not be eligible for overtime pay but shall instead be entitled to paid administrative leave as set forth in the Personnel Rules and Regulations and Personnel Policies.

B. **Salary Range Increase:** As provided in the Council Approved Personnel Manual, the approved salary ranges shall be adjusted automatically each year based on the on LA/Riverside/Orange County Consumer Price Index (CPI) for non-seasonally adjusted increase from the prior year (i.e. annual % increase from 2012 to 2013 would take effect for FY14/15) in an amount not to exceed 2.5%. The CPI adjustment shall be automatically set and will establish the top of range for all positions.

C. Base Salary Review: The City agrees to conduct a study of bargaining unit base salaries no less than once every three (3) years during the term of this MOU and thereafter, subject to budgetary constraints. The purpose of the study shall be to review the market base pay rate for classifications represented by the Association in relation to the following Coachella Valley cities previously designated by the Association: City of Palm Desert, City of Rancho Mirage, City of La Quinta, City of Palm Springs, and City of Indio. The City agrees to calculate the median of these city comparators and adjust bargaining unit base salary ranges so the maximum salary for any given classification is the result of ten percent (10%) above the median of the comparators.

The City shall retain full and exclusive discretion to determine the scope, methodology, and process by which the base salary review is conducted. This includes, but is not limited to, discretion over the selection of any consultant, contractor, or third-party entity to conduct or assist in conducting the review.

SECTION 4: MEDICAL, DENTAL, VISION, AND LIFE INSURANCE COVERAGE.

A. Group Insurance: The City shall make available single party and dependent's hospitalization, major medical, dental, optical, long term disability, State Disability and life insurance to all permanent full-time employees in the City and to such other City officials as may be designated by the City Council. The specific coverage and/or options available are set forth in the Insurance Plan Summary.

The City shall pay 100% of premiums for Tier A, B, and C employees as defined by the established tier system. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage. Per Resolution No. 2020-23, for employees hired after February 1, 2009 (Tier B & C employees), the City will pay 100% for employee and dependents for HMO plan only. If employee opts for the PPO plan, employee will be responsible for the difference between the two plans.

B. Deductibles: Each January, the City will put $1,000 into an HRA (Health Reimbursement Arrangement) for each full-time employee to cover deductibles, prescriptions, and other medical necessities covered by the HRA plan guidelines.

SECTION 5: MANAGEMENT RIGHTS.

Except as limited by the terms of the MOU and State law, the City retains sole and exclusive right to manage its operations and direct its work force using any or all of the powers and authority previously exercised or possessed by the City or traditionally reserved to management, including but not limited to the right to determine its organization and the kinds and levels of services to be provided; to direct the work of its employees; to assign work from one classification of employees to another, including work currently performed by employees in the classifications covered by this MOU; to establish work standards and levels of required performance; to utilize part-time or temporary employees; to pay wages and benefits in excess of those required by this MOU; to select, modify, alter, abandon, or modernize methods of conducting its operations; to build, move, modify, close, or modernize facilities, machinery, processes, and equipment; to establish budgetary procedures and allocations; to determine methods of raising revenues; to sublet and subcontract work; to take all necessary action in the event of an emergency; to establish and amend rules of conduct and to impose discipline and discharge; to establish and amend rules for safety and health; to select, hire, classify, reclassify, assign, evaluate, transfer, promote, demote, upgrade, downgrade, reprimand, discipline, suspend, discharge, lay off, and rehire employees; to determine job content and to create, combine or modify job classifications and rates or classes of pay; and to exercise all other customary powers and authority of management, regardless of whether the City has exercised such power previously. Nothing in this provision shall be construed to restrict grievances concerning any part of this MOU. In the event of an emergency, the City may amend, modify or rescind any provision of the MOU. Such amendment, modification or rescission shall remain in force only for the period of the emergency. The City shall have the sole and complete discretion to declare that an emergency exists for the purposes of the Section.

SECTION 6: HOURS, ATTENDANCE & STANDBY PAY.

A. Hours: The regular work schedule is 8:00 A.M. to 5:00 P.M. Department Heads may designate special working schedules for the employees of their departments to carry out the work required. The Department Heads may alter the schedule, from time to time, as the needs of the department may require with a two weeks' notice. All non-exempt employees shall adhere to the work schedule. Employees that work hours other than their regular work schedule must have approval from their Department Head.

B. 9/80 Alternative Work Schedule: Employees on a 9/80 schedule are scheduled to work 8 nine-hour days and 1 alternating eight-hour day every two weeks, totaling eighty scheduled work hours over nine shifts per two-week period. For purposes

of FLSA overtime, the workweek applicable to employees on a 9/80 schedule begins four hours into their alternating eight hour day and ends 168 consecutive hours later. Employees on a 9/80 schedule are not permitted to flex their alternating eight-hour day off or flex their hours on their alternating eight-hour workday. Employees on a 9/80 schedule are not permitted to work hours outside their schedule without prior approval.

Team A's alternating day off will be the first and alternating Fridays of the month. For illustration purposes, Team A's designated FLSA 7-day workweek is described as follows:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	9	9	9	9	0 (end) 0 (start)	Off
Off	9	9	9	9	4 (end) 4 (start)	Off
Off	9	9	9	9	0 (end) 0 (start)	Off
Off	9	9	9	9	4 (end) 4 (start)	Off

Team A will include employees chosen by the City to ensure adequate coverage at City Hall.

Team B's alternating day off will be the second and alternating Fridays of the month. For illustration purposes, Team B's designated FLSA 7-day workweek is described as follows:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	9	9	9	9	4 (end) 4 (start)	Off
Off	9	9	9	9	0 (end) 0 (start)	Off
					4 (end)	

Off	9	9	9	9	4 (start)	Off
Off	9	9	9	9	0 (end) 0 (start)	Off

Team B will include employees chosen by the City to ensure adequate coverage at City Hall.

Bargaining unit employees have the option of choosing to work a 9/80 schedule, and if they choose to forego this option, they will remain on a 5/40 schedule and remain in their already existing designated workweek. Bargaining unit employees who decide to work on a 9/80 schedule have the option of deciding whether they will work a schedule from 7:00am – 5:00pm, 7:30am – 5:30pm, or 8:00am – 6:00pm for Monday through Thursday of the workweek. Once chosen, employees will not have the option of modifying their work schedule or their Team A or B designated FLSA work week without City approval.

The City's Receptionist classification will not be included in either Team A or B, and will remain on a 5/40 schedule.

The City retains the right to eliminate the 9/80 alternative work schedule due to operational needs if, for example, it negatively affects the workload or productivity of the City or its workers either by shifting burdens or creating delays and additional steps in the workflow. The City also retains the right to eliminate the 9/80 work schedule if the City must take steps to address a state of emergency or comply with any applicable law or national, state or local directive affecting workload, schedules and personnel.

C. Attendance: Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves of absence. Each full-time employee is to receive a regularly scheduled meal period of not less than thirty (30) minutes nor more than sixty (60) minutes prior to the completion of a working period of six (6) consecutive hours within his/her eight (8) hour or nine (9) hour regularly scheduled work day. Meal time is not compensated. Special provisions may be made in temporary situations with prior approval of the City Manager or under emergency contingencies. Each regular employee working eight (8) hours or nine (9) hours a day is permitted mid-morning and mid-afternoon rest periods of fifteen (15) minutes each. The rest periods may not be combined for a single thirty (30) minute rest period, unless authorized by the supervisor when extreme conditions do not allow for the taking of a rest period within the designated time frame.

The exact time of and duration of meal and rest period is within the discretion of the supervisor. Lunches and rest periods may not be used to make up time off from work. In no case will an employee receive credit for rest periods not taken. An employee shall

not be absent from work for any reason without making prior arrangements with his/her supervisor at least at start of shift if sick or injured. Unless such prior arrangements are made, an employee who, for any reason, fails to report to work shall make a sincere effort to immediately notify his/her supervisor of his/her absence and reason for being absent. If an employee's absence from work continues beyond the first day, the employee shall notify the supervisor on a daily basis unless other arrangements have been made with the supervisor. Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be cause for disciplinary action. Absence without leave for more than three (3) consecutive work days is deemed to be a break in service abandonment of the positions and may result in termination of employment.

D. Standby Pay: The Public Works/Maintenance staff are designated as emergency standby employees. If a Public Works/Maintenance employee is designated as a standby employee for after-hours, weekend, and/or holiday response, the employee shall remain within a forty-five (45) minute drive of the City during standby hours, carry a cellular phone, and maintain a condition to work. The designated standby employee will receive standby duty pay of $25.00 per day on weekdays, and $35.00 per day on weekends. If called on call-back, the employee will receive a minimum of two hours overtime pay or the actual time worked at overtime pay, whichever is greater, or may elect to take compensatory time ("comp time") off at time and a half. This pay is inclusive of any travel time to and from the worksite.

SECTION 7: HOLIDAYS.

All officers and employees of the City shall be entitled to the following holidays:

1.	JANUARY 1	NEW YEAR'S DAY
2.	THIRD MONDAY IN JANUARY	MARTIN LUTHER KING DAY
3.	THIRD MONDAY IN FEBRUARY	PRESIDENT'S DAY
4.	LAST MONDAY IN MAY	MEMORIAL DAY
5.	JULY 4	INDEPENDENCE DAY
6	FIRST MONDAY IN SEPTEMBER	LABOR DAY
7.	AS DESIGNATED	VETERANS DAY
8.	FOURTH THURSDAY IN NOVEMBER	THANKSGIVING DAY
9.	FOURTH FRIDAY IN NOVEMBER	THANKSGIVING DAY AFTER
10.	DECEMBER 24	CHRISTMAS EVE
11.	DECEMBER 25	CHRISTMAS DAY
12.	DECEMBER 31	NEW YEAR'S EVE
13.	FLOATING HOLIDAY	

Actual days may change if modified by State or Federal action.

A. Holidays on Saturdays and Sundays: If any holiday falls on a Saturday, it shall be observed on the preceding Friday. If any holiday falls on a Sunday,

it shall be observed on the following Monday. In matters of compensation, a holiday is the date of designated observance.

B. Holiday Pay: Taking into consideration that some employees have elected a 9/80 work schedule pursuant to Section 6.B of this MOU, if an observed holiday falls on an employee's regular day off, the employee will be able to observe the holiday on the preceding business day and will be paid 8 hours of holiday time. Employees on 9/80 work schedules will receive nine (9) hours of holiday pay for any City observed holiday falling on a nine (9) hour workday, and eight (8) hours of holiday pay for any City observed holiday falling on an eight (8) hour workday. If an employee is scheduled to work on a holiday and takes the day off, the City will deduct from the employee's leave bank in an amount equal to the total number of hours the employee was scheduled to work on that particular day. If an employee is required to work on a designated holiday, they shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate, plus eight (8) hours pay or nine (9) hours pay for said holiday depending on the number of hours the employee would have worked on a regularly scheduled workday.

C. Floating Holiday: For purposes of payroll accounting, the floating holiday will be added to the employee's vacation and accrued on a bi-weekly basis to the employee's vacation time.

D. Christmas: An additional holiday on the preceding Monday or the following Friday will be observed when Christmas is officially recognized on Tuesday or Thursday, respectively.

SECTION 8: VACATION.

A. Accrual Rate: Each permanent full-time employee in the City shall accrue vacation leave with pay on the following basis:

YEARS OF SERVICE	REGULAR DAYS OF VACATION	ADDITIONAL DAYS OF VACATION	TOTAL DAYS OF VACATION
1	10	0	10
2	10	2	12
3	10	3	13
4	10	4	14
5	10	5	15
6	10	6	16
7	10	7	17

8	10	8	18
9	10	9	19
10	10	10	20
11	10	11	21
12	10	12	22
13	10	13	23
14	10	14	24
15	10	15	25

B. Probationary Employees: An employee during his/her initial probation period accrues vacation; however, the employee must successfully complete the Probationary Period to be eligible to take vacation leave with pay unless approved by the City Manager for unique and special circumstances. The probationary period will be one year, or pursuant to Section 11.F of this MOU.

C. Scheduling of Vacations: The time at which an employee takes vacation leave shall be determined by the department head, primarily with particular regard for the needs of the City and, secondly, insofar as possible, with regard to the wishes of the employee.

D. Leave of Absence: An employee continues to accrue vacation during any authorized and compensated leave. The employee does not accrue vacation during any leave without pay.

E. Holiday During Vacation: If a City holiday occurs while an employee is on vacation, accrued vacation time shall not be deducted for said holiday.

F. Maximum Accrual: Vacation leave may be accumulated to a maximum of three (3) times the employee's annual accrual rate under Section 8.A.

G. Surplus Accrual: On January 15th of each year, any vacation leave accumulated in excess of the maximum shall be compensated at the employee's regular rate of pay.

H. Vacation Pay Upon Separation: Upon separation, a regular or probationary employee shall receive compensation at his/her current salary rate for all unused vacation accrued up to and including the date of separation. Such compensation shall be considered in calculating benefits other than salary.

SECTION 9: SICK LEAVE.

A. **Sick Leave:** The City provides a sick leave program for the purpose of minimizing the economic hardships that may result from an unexpected illness or injury.

Sick leave should not be viewed as a right but rather it is a privilege of paid time away from work duties where such absence is necessary.

1. **Accrual:** All permanent full-time employees in the City shall accrue one (1) day, eight (8) hours, of sick leave for each calendar month of continuous service to a maximum of sixty (60) days accrual.

2. **Use:** An employee eligible for sick leave may utilize such accrued leave for the following reasons:

    a. The diagnosis, care, treatment of an existing health condition, or preventative care for, an employee.
    b. The diagnosis, care, treatment of an existing health condition, or preventive care for a qualified family member. A qualified family member is defined as a: parent (including step, foster and in-law), child (including biological, step, adopted, foster, grand, acting as loco parentis, in-law, grand in-law, or any form of legal guardianship), spouse, grandparent (including in-law), sibling (including in- law), registered domestic partner, any other person related to the unit employee by blood or marriage, who has been living in the unit employee's household for at least six (6) consecutive months, and a designated person. A designated person is a person identified by the employee at the time the employee requests sick leave. The employee is limited to one designated person per 12-month period;
    c. Being subject to quarantine or being exposed to a contagious disease which would endanger the health of other employees.
    d. To attend an appointment for a medical, psychiatric, dental or optical examination or treatment.
    e. Any other type of leave that an employee may use paid sick time for under the law.

4. **Abuse Not Permitted**: The use of sick leave in a manner inconsistent with the above use parameters is not permitted. Misuse of sick leave shall be cause for disciplinary action.

5. **Proof Required:** After 5 consecutive days absent, the City may require evidence in the form of a physician's certificate, or other substantiating evidence, to determine the adequacy of the reasons for any of the employee's absences during which sick leave time is requested. At its discretion, the City shall have the right to require an employee to undergo, at the City's expense, a medical examination and tests related to an employee's sick leave utilization to determine if the employee is capable of performing their essential job functions and the City determines that such medical examination and tests are necessary for the City's business operations.

6. **Medical Certification**: An employee who has been absent from work due to illness or injury for more than 5 days or 40 hours shall be required to provide a certification from the employee's health care provider stating the employee is able to return to work and any restrictions the employee may have. At the sole discretion of the City Manager or his/her designee and based on operational need, an employee may be allowed to return to a light duty assignment consistent with the restrictions set forth in a certification issued by the employee's health care provider.

   Any light duty granted may be withdrawn by Human Resources at any time based on operational need. In the event of any such withdrawal of approval of limited duty, the employee shall be returned to sick leave status consistent with and subject to the requirements stated herein.

7. **Holiday During Sick Leave:** In the event that a paid holiday occurs when the employee is on sick leave, accrued sick leave shall not be deducted for said holiday.

8. **Exhaustion of Sick Leave**: In the event an employee uses all of the sick leave he/she has accrued, the employee may use any other paid leave accrued for each day, or portion thereof, of the approved absence due to illness or injury as defined herein. This option may be exercised by the employee only when all accrued sick leave has been exhausted. The deduction of other accrued leave, so designated by the employee, will continue until the employee either returns to work or uses all such designated leave accrual. In the event all other accrued paid leave becomes exhausted, the employee shall be on unpaid leave.

9. **Donation of Sick Leave:** Employees may donate up to 50% of annual sick leave accrual (48 hours) to other employees who have exhausted all leave due to a major injury or illness. Donations of sick leave will be eligible for employees in good standing (no disciplinary issues). Employees donating sick leave must maintain at least 80 hours of sick leave balance after donation occurs. All catastrophic illness/injury donations must be approved by the City Manager.

10. **Surplus Accrual:** All employees accruing sick leave beyond the sixty (60) day maximum shall receive a pay out of any additional sick leave accrued at twenty-five (25%) percent of the employee's then regular rate of pay. This accrual and payment will coincide with the employee's anniversary date.

11. **Extended Medical Leave.**

Subject to the Family Medical Leave Act (FMLA), a leave of absence without pay (as defined in the Personnel Rules) for reasons of extended illness or injury:

a. **Duration:** After an employee exhaust his/her FMLA leave, the City will engage in the interactive process with the employee regarding any request for additional medical leave, as long as the additional medical leave is reasonable and does not cause an undue hardship to the City.

12. Bereavement Leave: Employees are entitled to up to five (5) days of bereavement leave upon the death of a family member. The leave does not need to be taken consecutively but must be completed within three (3) months of the date of death. The City will provide three (3) days of paid bereavement leave. The employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee for the remaining two (2) days of bereavement leave. The City will provide an additional two (2) days leave of absence for employees who must travel more than 500 miles to attend services. For the purposes of this MOU, family member shall be defined as an employee's spouse, domestic partner, children, stepchildren, parents, stepparents, siblings, siblings-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, or grand-children.

13. Leave of Absence Without Pay: The City Manager, in his/her unrestricted discretion, may grant a regular or probationary employee leave of absence without pay for a period not to exceed three (3) months, unless the leave of absence without pay is granted to the employee as a reasonable accommodation under the California Fair Housing and Employment Act and the federal Americans with Disability Act, or under any other statutory leave. After three (3) months, the leave of absence may be extended if so authorized or the employee must return to work. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request. Any such approval by the City Manager shall be in writing. During the period of any such leave of absence without pay, the employee shall not accrue any vacation or sick leave and shall not be entitled to any holiday pay. Upon expiration of any such approved leave of absence without pay 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 considered a resignation by said employee. and the City will take steps to separate the employee from

employment. The depositing in the United States mail of first class letter, postage paid, addressed to the employee's last known place of address shall be reasonable notice.

Employees will be responsible for continuing their employee contributions to maintain their employee benefits. Failure to do so will lead to the termination of coverage.

SECTION 11: OTHER EMPLOYEE BENEFITS.

A. Uniforms: Field personnel shall be furnished uniforms and safety equipment in accordance with policies established by their department head and approved by the City Manager. Employees working outside or in hazardous conditions will be allowed to purchase one pair of safety shoes up to $200.00 per year. This $200 allocation will roll over into a second year for a maximum two-year safety show allowance of $400. After the second year, any funds remaining are forfeit and the safety shoe allowance goes back to $200.

B. Social Security Reimbursement: The City will pay the employee's portion of Social Security up to the Social Security maximum established by law each calendar year.

C. 401A: All employees who are permanent full-time and permanent part-time will receive 2.5% of their salary in a 401A retirement program, fully funded by the City. An optional MissionSquare 457 Deferred Compensation plan is also available to all employees.

D. Life Insurance: All employees who are permanent full-time and permanent part-time will receive 1½ times their annual salary in a life insurance policy up to $100,000.

E. Employee Assistance Program: The Employee Assistance Program provides confidential, professional consultation and referral services to employees and their immediate families.

F. Promotional Probation Period: Employees who receive a promotional appointment to positions in the classified service that are not designated as management, confidential employees, Department Heads, or the City Manager shall be subject to a probationary period of six (6) months.

G. Severance Pay: The City will provide four (4) week's severance pay for any employees laid off.

I. Termination Hearing Procedure: Association members may elect, at their sole expense, to submit their termination cases to binding arbitration rather than follow the post-Skelly procedures set forth in the Personnel Rules. Should an Association member elect binding arbitration, then the Association member will provide their own representation and pay the arbitrator's fee and, and if the employee orders the transcript, then the court reporters and transcript fee. Once the Association member elects to submit their termination

case to arbitration, the Association will not represent the member at the arbitration, will have no further involvement in the case, and will not be responsible for any costs or fees related to the arbitration.

SECTION 12: BARGANING UNIT.

The City agrees to meet and confer with the Association regarding any newly created or newly vacated positions that are not yet in the bargaining unit.

SECTION 13: SOLE AND ENTIRE AGREEMENT.

It is the intent of the Parties hereto that the provisions of this MOU shall supersede all prior agreements, memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel rules and regulations, administrative codes, provisions of the City (other than the Municipal Code), whether oral or written, expressed or implied, between the parties, and shall govern the entire relationship and be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or state law. On any subject or condition of employment that is not expressly covered by this MOU, the City's Personnel Manual shall govern.

SECTION 14: WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT.

During the term of this MOU, the Association agrees that it will not initiate or require the City to undergo the meet and confer process with respect to wages, hours, and terms and condition of employment, whether or not contained in this MOU or in the City's Personnel Rules and Regulations, except as required by specific Provisions of this MOU. The City also agrees that it will not initiate or require the Association to undergo the meet and confer process with respect to wages, hours, and terms and conditions of employment contained in this MOU. The City reserves the right to modify terms in the Personnel Rules and Regulations that are not contained in this MOU, subject to any applicable meet and confer obligations.

This MOU is hereby executed by the parties hereto as set forth below.

CITY OF INDIAN WELLS

DATED: June 11, 2025

Chris Freeland
City Manager

Kevin McCarthy
Finance Director

Kristen Nelson
Administrative Services Manager

INDIAN WELLS CITY EMPLOYEES ASSOCIATION

DATED: June ____, 2025

VACANT
President, IWCEA

Shane Hyduke
Vice President, IWCEA

Maria Alvarez
Secretary, IWCEA

Brian Pelletier
At Large Member, IWCEA

Mirian Fulson
Treasurer, IWCEA