



City Council Staff Report

DATE: September 21, 2011
Consent

SUBJECT: MEMORANDUM OF UNDERSTANDING – PALM SPRINGS FIRE SAFETY ASSOCIATION REPRESENTING THE FIRE SAFETY UNIT AND THE PALM SPRINGS FIRE MANAGEMENT ASSOCIATION REPRESENTING THE FIRE MANAGEMENT UNIT

FROM: David H. Ready, City Manager

BY: Human Resources

SUMMARY

The City has reached a tentative agreement with the Palm Springs Fire Safety Association (PSFSA) representing the Fire Safety Unit and the Palm Springs Fire Management Association (PSFMA) representing the Fire Management Unit. The City Council will consider adopting Resolutions approving a contract or Memorandum of Understanding between the City and the Fire Safety Unit and the Fire Management Unit.

RECOMMENDATION:

1. Adopt Resolution No. , "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS APPROVING A MEMORANDUM OF UNDERSTANDING RELATIVE TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE PALM SPRINGS FIRE SAFETY ASSOCIATION REPRESENTING THE FIRE SAFETY UNIT AND IN THE PALM SPRINGS FIRE MANAGEMENT ASSOCIATION REPRESENTING THE FIRE MANAGEMENT UNIT, FOR THE PERIOD JULY 1, 2011 THROUGH JUNE 30, 2012, SUBJECT TO UNIT'S RATIFICATION AND EXECUTING THE MEMORANDUM OF UNDERSTANDING".
2. Authorize the City Manager to execute the Memorandum of Understanding in a form acceptable to the City Attorney.

STAFF ANALYSIS:

The City, through its Municipal Employee Relations Representative (MERR), and representatives of the Palm Springs Fire Safety Association representing the Fire Safety Unit and representatives of the Palm Springs Fire Management Association representing the Fire Management Unit have met and conferred in good faith with the Municipal

Employee Relations Representative (MERR) and have reached a agreement on the terms and conditions of Memorandums of Understanding (MOU's) governing employees of the City of Palm Springs within the Fire Safety Unit and the Fire Management Unit for the period July 1, 2011 through June 30, 2012.

This agreement was reached through negotiations, subject to ratification by the PSFSA and PSFMA and City Council.

Highlights to this agreement include:

- During the term of this MOU, there will be no salary increases; and
- Holiday in Lieu pay will be reduced from 4 hours to 3.67 hours per pay period; and
- PERS Fire Safety and Management retirement formula for employees hired after adoption by the City Council and approval by CalPERS will be 3% at 55; and
- City contribution towards the cost of health insurance will be limited to 5% for the 2012 plan year.

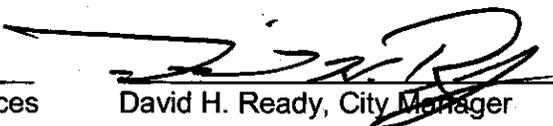
The Fire Safety Unit, the Fire Management Unit, and the MERR jointly recommend adoption of such MOU's by the City Council.

FISCAL IMPACT

The Memorandum of Understanding with the Fire Safety Unit and the Fire Management Unit will result in future savings through tiered programs and reduced medical liability.



Perry Madison, Director of Human Resources



David H. Ready, City Manager

Attachments: Resolution

Memorandum of Understanding Fire Safety Unit

Memorandum of Understanding Fire Management Unit

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS APPROVING A MEMORANDUM OF UNDERSTANDING RELATIVE TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE PALM SPRINGS FIRE SAFETY ASSOCIATION REPRESENTING THE FIRE SAFETY UNIT AND IN THE PALM SPRINGS FIRE MANAGEMENT ASSOCIATION REPRESENTING THE FIRE MANAGEMENT UNIT, FOR THE PERIOD JULY 1, 2011 THROUGH JUNE 30, 2012, SUBJECT TO UNIT'S RATIFICATION AND EXECUTING THE MEMORANDUM OF UNDERSTANDING.

WHEREAS, Resolution 16438 designates the City Manager (acting personally or through a delegee) as the Municipal Employee Relations Representative (MERR) who shall be the City's principal representative on all matters of employer-employee relations, with authority to meet and confer in good faith on matters within the scope of representation, including wages, hours, and other terms and conditions of employment; and

WHEREAS, the City, through its Municipal Employee Relations Representative (MERR), has met and conferred in good faith on wages, hours, terms and other conditions of employment with the Palm Springs Fire Safety Association (PSFSA) representing the Fire Safety Unit and the Palm Springs Fire Management Association (PSFMA) representing the Fire Management Unit; and

WHEREAS, as a result of such good faith negotiations the MERR and PSFSA and PSFMA have reached agreement on the terms and conditions of a Memorandum of Understanding (MOU) governing employees of the City of Palm Springs within such Fire Safety Unit and Fire Management Unit, subject to ratification by the Unit; and

WHEREAS, PSFSA, PSFMA and the MERR jointly recommend adoption of such MOU's by the City Council;

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Memorandum of Understanding between PSFSA, PSFMA and MERR, for the period July 1, 2011 through June 30, 2012, on file with the City Clerk and incorporated herein by this reference, is hereby approved upon ratification and execution of said Memorandum of Understanding in a form approved by the City Attorney.

ADOPTED THIS 17TH DAY OF NOVEMBER, 2010

David H. Ready, City Manager

ATTEST:

James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. _____ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on this 8th day of September, 2010, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California

PALM SPRINGS FIRE SAFETY UNIT



MEMORANDUM OF UNDERSTANDING

JULY 1, 2011 – JUNE 30, 2012

Table of Contents

Alphabetical

	Page	Article
Public Employees' Retirement System Contributions	1	1
Medical, Dental, Vision, and Life Insurance	2	2
Overtime	3	3
Emergency Callback Pay	4	4
Bomb Search	4	5
Certification	4	6
Non-Smoking Requirement	5	7
Performance Standards	5	8
Emergency Callback and Contract Overtime	5	9
Acting Pay	5	10
Leave	6	11
Forty-Hour Conversion	8	12
Base Salaries	9	13
Staffing	10	14
Vacation Relief	10	15
Educational Incentive Pay	10	16
Tuition Reimbursement	11	17
Mileage Reimbursement	11	18
DMV Physicals	11	19
Payroll Changes	11	20
Uniforms	11	21
Federal – State Laws	12	22
Practices	12	23
Maintenance of Benefits	13	24
No Request for Changes During Term	13	25
Strikes and Work Stoppages	13	26
Layoff and Recall	13	27
IRS 125 Plan	14	28
Exchange of Duty Time	14	29
Paramedic Program	14	30
Union Business Bank	14	31
Electronic Communication Guidelines	14	32

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF PALM SPRINGS
MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE
AND THE PALM SPRINGS FIRE SAFETY UNIT**

(JULY 1, 2011 – JUNE 30, 2012)

This Memorandum of Understanding is entered into with reference to the following facts:

- I. Pursuant to the provisions of the Meyers-Milias-Brown Act., Government Code Section 3500, et. seq., the City of Palm Springs (hereinafter referred to as the "City") continues to recognize the Palm Springs Fire Safety Association (hereinafter referred to as the "Association") as the exclusive recognized employee organization for the employee unit of representation known as the Fire Safety Unit (hereinafter referred to as the "Unit"), which is comprised of the positions of Fire Fighter and Fire Engineer in accordance with Resolution 16438 (hereinafter the City's "Employer-Employee Relations Resolution"), as amended on November 1, 2006.
- II. The Association and the Municipal Employee Relations Representative (hereinafter referred to as the "MERR") have met and conferred in good faith on wages, hours and other terms and conditions of employment for the employees represented by the Association in the aforesaid group and have reached agreements which are set forth in this Memorandum of Understanding (hereinafter referred to as the "MOU").

The ASSOCIATION and the MERR agree as follows:

- I. This MOU constitutes a joint recommendation by the Association and the MERR, to be submitted to the City Council of the City of Palm Springs for its determination and approval by one or more resolutions, as the City Council may deem fit and proper.
- II. Upon Council approval, this MOU shall be for the period commencing July 1, 2011, and terminating midnight, June 30, 2012, provided, however that specific sections of this MOU shall have later effective dates as specified herein.

1. PUBLIC EMPLOYEES' RETIREMENT SYSTEM CONTRIBUTIONS

1.1

The City shall pay each Unit employee's contribution to the California Public Employees' Retirement System (hereinafter referred to as "CalPERS"). Said payment made by the City shall be for the employee's contributions, not to exceed nine percent (9%). Such payments are made in accordance with the provisions of the Internal Revenue Code, Section 414 (h) (2), and pursuant to California Government Code Section 20615.

The City will continue to contract with CalPERS for the Improved 1959 Level 4 Survivors Benefit at no additional cost to the Unit employee.

The City will continue to contract with CalPERS for the 3% @ 50 Safety formula for Unit employees hired prior to date of ratification of this MOU by City Council.

For Unit employees hired after date of ratification of this MOU by City Council the parties agree that the City will take all necessary steps so that such employees will be provided with the 3% @ 55 benefit under the Public Employees' Retirement System.

2. MEDICAL, DENTAL, VISION AND LIFE INSURANCE

2.1

The City agrees to contribute up to the following amounts toward medical, hospitalization and prescription drug coverage, through such program(s) as shall be designated by the Association and approved by the City Council. In addition, the City agrees to provide EAP and Vision Care for employee and family, and (\$50,000) Term Life Insurance coverage at no cost to the employee.

The City's maximum contribution to health insurance premiums for all currently active Unit employees, effective January 1, 2011, are as follows:

Single Party	\$685.96
Two-Party	\$1316.69
Family	\$1395.26

2.1.1 Retiree Health Coverage

All employees hired *prior* to November 1, 2006 or who had already received a written offer of employment: City's maximum contribution will be 75% of insurance premium for retirees' coverage upon completion of 20 years of City service, and 100% payment for retirees' coverage upon completion of 25 years of City service.

All employees eligible for retiree medical benefits who become eligible to receive Medicare must enroll in Medicare Part A and B to remain eligible to receive the above contributions.

Retired employees who have not completed 20 years of City service shall be entitled to participate at his/her own cost in the Association's medical, hospitalization and prescription drug coverage plan.

For all new employees hired after November 1, 2006, there will be no City contribution for retiree health benefits. The City will, however, make a \$100.00 per month contribution to an employee Retiree Health Savings Plan and the associated fixed dollar cost of administration.

2.2

Effective January 1, 2011, the City's maximum contribution for dental insurance currently through AETNA Dental shall be as follows:

Single Party	\$33.43
Two-Party	\$45.84
Family	\$66.01

2.3

In the event that the premium charges for the health or dental program exceed the City's maximum rate of contribution (as described in 2.1 and 2.2) by five 5% annually at any time during the term of this MOU, the amount of the excess shall be paid by the employee through a payroll deduction.

2.4

Unit employees shall remain in the City's medical plan for Police and Fire Employees, which is currently Blue Shield of California, and shall not be eligible for any other City insurance plan for the duration of this MOU.

2.5 Domestic Partner Coverage

The City shall maintain Domestic Partner Coverage in the current health, dental and vision plans. Enrollees must provide a copy of the Declaration of Domestic Partnership, Statement of Financial Liability for Domestic Partner Health Benefits, and Affidavit of Eligibility for Economically Dependent Children to the City. The City shall use the same enrollment policies for domestic partnerships as are currently used for traditional marriages or as provided by the requirements of the insurance carrier.

3. OVERTIME

3.1

Personnel Rule 5.10.4, Fire Safety Unit Overtime Rate, shall continue to read: "Fire Safety Unit shift employees shall be compensated for overtime worked at a rate of fifty percent above the employee's regular hourly rate of pay for the work performed in excess of two hundred four (204) hours per twenty-seven (27) day work period." This work period is in accordance with Section 7(k) of the Fair Labor Standards Act.

3.2

All compensated time off shall continue to be counted as time worked for purposes of computing overtime.

3.3

The Fire Department will continue to use TeleStaff™, an automated staff scheduling software system to administer overtime as specified in Article 4 of the Administrative Procedure, whenever more than twelve (12) overtime hours are available. The Association shall be represented on the Fire Department "TeleStaff™ Software

Committee" to assist in the design, implementation, and resolution of issues related to the program's use.

3.4

Fire Department Administrative Procedure SOP# Admin 4, is hereby amended to provide that Unit employees who are offered an overtime assignment may decline that overtime assignment without losing his/her position on the overtime assignment list.

3.5

Personnel Rule 5.11.3 is hereby amended such that Unit employees assigned to shift duty shall not accumulate compensatory time in excess of ten (10) shifts (two hundred forty (240) hours).

4. EMERGENCY CALLBACK PAY

4.1

Unit employees will receive a minimum of four (4) hours callback pay per incident.

4.2

Personnel Rule 5.12.4, Emergency Callback Pay for the Fire Safety Employees, shall continue to read:

"When Fire Safety Unit employees are retained or called out and work as a result of emergencies, such time spent on emergencies shall be compensated at a rate of fifty percent (50%) above the employee's regular hourly rate of pay. Such emergency callback or retention time shall not be eligible for additional premium compensation as provided in Rule 5.10, Subsection 4. 'Emergencies' shall be defined as engaging or combating fires, floods, accidents, or involvement in other disaster operations, but shall not include coverage for minimum staffing or regularly scheduled or prescheduled, non-emergency work or duty time."

4.3

Any pre-existing residency restrictions remain abolished. Unit employees responding to emergency callback shall be compensated for their travel time up to a maximum of one (1) hour.

5. BOMB SEARCH

Unit employees will not be required to perform bomb searches. Upon receipt of a bomb threat, Unit employees shall be asked to stand by should a rescue or suppression become necessary.

6. CERTIFICATION

6.1

As a condition to participation in an examination for promotion to Fire Engineer, an

employee must continue to be certified on an aerial unit, a triple combination pumper and an ARFF unit prior to the examination application closing date.

6.2

All Fire Engineers must continue to be certified on all apparatus before the end of their probationary period.

7. NON-SMOKING REQUIREMENT

All Unit employees hired after July 1, 1990 shall, as a condition of employment, be nonsmokers and must remain nonsmokers throughout the term of their employment.

8. PERFORMANCE STANDARDS

The parties have agreed to the Performance Standard program in the form attached hereto as Exhibit A.

9. EMERGENCY CALL-BACK AND CONTRACT OVERTIME

Emergency callback time and contract overtime (e.g., special detail working for another employer which is arranged by and contracted through the City) shall be paid rather than accrued as compensatory time off.

10. ACTING PAY

Unit employees who are required to work in higher classification for a period in excess of two (2) hours in any workday shall receive acting pay as follows:

10.1

If the employee works two through twelve hours, the employee shall receive an additional six-tenths (.6) of an hour pay at the employee's regular hourly rate of pay.

10.2

If the employee works more than twelve and up to twenty-four hours, the employee shall receive 1.2 hours of pay at the employee's regular hourly rate of pay.

10.3

The only Firefighters selected to work out of classification as Engineers and receive acting pay will continue to be those Firefighters who have successfully passed the examination for promotion to the position of Engineer. Said Firefighters are required to act as Engineers when called upon to do so.

10.4

If there is not a measurable balance of persons on the Engineer eligibility list on the various shifts, the Chief or his designee may require persons on the eligibility list to change shifts in order to obtain a measurable balance. In selecting individuals for such changes in shifts, the Department will first seek volunteers and, if an insufficient number of volunteers are available, shall then determine the persons whose shifts shall be changed based upon reverse order of seniority.

11. LEAVE

11.1 Accrual and Vesting

Unit employees hired on or after July 1, 1983, shall accrue annual leave annually on the anniversary of the individual's most recent hire date, with the first accrual being made after one (1) year of continuous service. There shall be no monthly prorating. After one (1) year of continuous service, said accrual shall be made monthly in accordance with the appropriate annual leave accrual schedule.

11.2 Accrual Rates for 56-hour workweek shift Unit Employees

Unit employees assigned a fifty-six (56) hour shift workweek shall accrue annual leave at the following rates:

COMPLETION OF CONTINUOUS YEARS OF SERVICE	SHIFT HOURS ACCRUED FOR EACH FULL MONTH
1 st through 5 th	12
6 th through 10 th	16
11 th through 15 th	20
16 th and after	22

11.3 Accrual Rates for 40-hour workweek Unit Employees Unit employees assigned a forty (40) hour workweek shall accrue annual leave at the following rates:

COMPLETION OF CONTINUOUS YEARS OF SERVICE	HOURS ACCRUED FOR EACH FULL MONTH WORKED
1 st through 5 th	8.57
6 th through 10 th	11.43
11 th through 15 th	14.29
16 th and after	15.71

11.4 Annual Leave Maximum

Unit employees assigned a fifty-six (56) hour shift workweek shall not accrue annual leave hours beyond the maximum of four hundred fifty-six (456) hours. Unit employees assigned to a forty (40) hour workweek shall not accrue annual leave hours beyond the maximum of three hundred twenty-five and seventy-one hundredths (325.71) hours.

11.5 Annual Leave Cash-Out

Unit employees shall have the option of converting accrued and vested annual leave into cash, without limitation. Cash-outs of annual leave shall be permitted twice a

year on the last pay day of July, and the first pay day of December. Employees must advise payroll of their desire to convert accrued and vested annual leave to cash three weeks prior to these pay days.

11.6 Annual Leave While on Occupational Injury Leave or Sick Leave

Unit employees who are on an occupational injury leave or sick leave and reach the maximum annual leave accrual may request a temporary lifting of the maximum four hundred fifty-six (456) hours accrual by giving written notice to the Chief. In such cases, the employee shall be permitted to continue to accrue annual leave over four hundred fifty-six (456) hours from the time such notice is given until the next regular annual leave cash out date. On said next regular annual leave cash out date, the employee must cash out at least all annual leave in excess of four hundred fifty-six (456) hours or the employee will lose such excess hours. The employee will not be entitled to accrue annual leave in excess of four hundred fifty-six (456) hours on and after the date of said next regular annual leave cash out date. Employees on occupational injury leave or sick leave may cash out their annual leave pursuant to Article 11.5. This paragraph shall apply on a per injury basis.

11.7 Annual Leave Usage

The practice of allowing two Unit shift employees and two Fire Management shift employees per shift to be on scheduled vacation simultaneously is to be continued, but in the event that one management employee schedules a given day for vacation, one additional Fire Safety Unit employee (3 total) will be allowed to schedule that day off provided that no more than four shift employees are scheduled off. If no Fire Management employees are scheduled off, two additional Fire Safety Unit employees will be allowed to schedule that day off (4 total) provided that no more than four shift employees are scheduled off.

Furthermore, in the event that one Fire Safety Unit shift employee schedules a given day for vacation, one additional Fire Management shift employee (3 total) will be allowed to schedule that day off provided no more than four shift employees are scheduled off. If no Fire Safety Unit employees are scheduled off, two additional Fire Management employees will be allowed to schedule that day off (4 total) provided no more than four shift employees are scheduled off.

11.7.1

Unit employees shall be allowed to request single, unscheduled vacation days throughout the year provided no more than four shift employees are scheduled off that shift for any purpose.

11.8

Requests to use more than 12 hours of compensatory time must be made 48 hours in advance.

11.9 Fire Safety Unit Sick Leave Provisions

11.9.1 Accrual Rates

Unit employees assigned to shift duty shall accrue sick leave at the rate on one-half (1/2) shift for each full month of service, to be earned and reported in shift hours.

11.9.2 Eligible to Use

Unit employees are eligible to use accrued sick leave upon completion of six (6) continuous months of service with the City.

11.9.3 Sick Leave Maximum Accrual

Sick leave shall accrue to a maximum of three (3) months or seven hundred and twenty (720) hours. After the sick leave accrual in December of any year, employees who have accumulated more than 720 hours during the preceding twelve (12) month period, unused sick leave above 720 hours shall be compensated by a cash payment in the last pay date of the calendar tax year, in an amount equal to the employee's straight time hourly rate of pay for those unused accumulated sick leave hours.

11.10 Disposition of Accrued & Vested Leave Upon Termination

11.10.1

Upon termination all unpaid accrued and vested annual leave will be paid at the employee's current hourly rate. All unpaid accrued and vested annual leave of deceased employees shall be paid to the estate of said deceased except as otherwise provided by law.

11.10.2

Unit employees shall be paid for all accrued, vested and unused sick leave upon a public safety service or disability retirement.

11.11 Payment in Lieu of Holidays

In lieu of all City recognized holidays, Unit Members shall be paid 5.14 hours (for employees working the suppression shift of an average of 56 hours per week) and 3.67 (for employees working a 40 hour per week assignment) per pay period (the 24 pay periods when holiday in lieu pay is paid to employees) at their straight time hourly rate.

12. FORTY- HOUR

Where appropriate, the benefits accorded Unit employees in this MOU shall be converted to accommodate those employees who work an average of forty (40) hours per week (shift hours/1.4 = 40 hour conversion).

13. BASE SALARIES

13.1 No Increase to base salaries for the term of the contract

07-01-11 (0%)

07-01-12 (0%)

13.2 Bilingual Pay

The City agrees to compensate Unit employees who are bilingual in Spanish an additional five (5%) percent, but limited to four (4) persons/shift. The City shall establish testing procedures.

13.3 Training Officer Pay

Fire Safety Unit employees who have specialized training which qualify them to teach other members of the department during sanctioned or scheduled training events will be compensated 5% (1.2 hr's) for each day they teach. Adjunct instructors may also be compensated 5% for teaching with the primary instructor.

On or off duty class preparation time does not qualify for incentive pay, and the Battalion Chief has the authority to determine who receives the training officer pay. Courses and instructors must be identified prior to the class and must be approved by the Battalion Chief.

Classes approved for Training Officer Pay are:

- Swift water Rescue
- Trench Rescue
- Confined Space Rescue
- High and Low Angle Rescue
- Fire Control III
- Haz Mat Decon
- Haz Mat FRO

Additional classes may be authorized with the approval of the Fire Chief.

13.4 Scott Air Pak Technician

One Fire Safety Unit employee from each shift (three maximum) shall be designated as an approved department Scott™ Self Contained Breathing Apparatus (SCBA) Technician and receive 5% incentive pay. The technicians are required to obtain their Scott™ SCBA repair training, initial certification, and recertification at the department's expense in order to receiving incentive pay.

Each certified technician must maintain their Scott™ training and certification per Scott™ requirements and meet the requirements of the department's supervising Fire Captain in order to stay in the program.

Each technician shall be assigned to Fire Station 442 as their primary "home station" during their tenure as a technician. The Battalion Chief has the ability to temporarily

transfer the technician to other stations as needed for staffing and training purposes.

After six years as a technician receiving incentive pay, other fire safety unit members on that shift may request to enter the program and become a certified Scott™ technician. If a new employee is selected, the existing technician will no longer receive incentive pay once the new person has received their certification.

If the existing technician requests to remain in the program and another employee wishes to become a technician, the position will be given to the new candidate provided they have been recommended by the Scott supervising captain and the shift battalion chief. If no other employee on the shift wants to become a technician, the existing technician may stay in the program for another 6-year term.

Existing Scott™ technician's must notify the SCBA Captain and the Shift Battalion Chief six months before their 2-year Scott™ certification expires if they wish to drop out of the program prior to completing the full six year term.

The department will make every effort to keep Scott™ technicians assigned to their respective shifts however that cannot be guaranteed. If two or more technicians are assigned to the same shift, the department may require the transferring technician to forfeit their incentive pay upon the next recertification, so that another shift can have a technician assigned.

In order to enter the program, an employee must submit a memo in writing to the Shift Battalion Chief stating the reasons why they would be a good Scott™ technician. Applications will be reviewed by the SCBA supervising captain, and the Shift Battalion Chief. An oral interview may also be required. A final recommendation will be given to the Fire Chief who will make the decision.

14. STAFFING

The station safety shift staffing shall be not less than 16.

15. VACATION RELIEF

The City agrees that for vacation relief, minimum staffing be maintained by replacing individuals on a rank for rank basis.

16. EDUCATIONAL INCENTIVE PAY

Effective January 2, 1994, City agrees to compensate Unit employees, over base pay, an additional 5% for an Associate's Degree or 7.5% for a Bachelor's Degree, or 10% for a Master's degree from a college or university accredited by either or both the Council for Higher Education Accreditation ("CHEA") and/or the U.S. Department of Education ("USDE").

Effective January 1, 2001, City agrees to compensate Unit employee's over base pay, an additional 2.5% for a State Fire Officer's Certificate.

17. TUITION REIMBURSEMENT

Unit employees shall be entitled to receive up to \$3,000 per fiscal year through the Tuition Reimbursement Program; except that the City's costs per fiscal year for this Unit shall not exceed the City's total fiscal year liability. Thus, the parties intend by this provision to increase individual employee reimbursement but not increase total program potential cost liability.

18. MILEAGE REIMBURSEMENT

Unit employees shall receive mileage reimbursement in accordance with existing City policy, at the prevailing IRS rate.

The Unit agrees to the elimination of the AQMD Rideshare Program.

19. DMV PHYSICALS

The City does not pay for medical exams that were formerly required by the Department of Motor Vehicles. Should the Department of Motor Vehicles reinstate that requirement for Fire Engineers, then City will resume payment for those medical exams, provided the affected employees utilize the physician(s) designated by the City.

20. PAYROLL CHANGES

The Department will not process payroll changes that are less than a full 24 hour shift for employees after the shift is complete at 0800 a.m. on payroll Friday. Payroll changes will be made for individuals who have full 24-hour shifts to be debited or credited. All other payroll adjustments will be carried forward to the following pay period including emergency recall.

The Department will no longer accept Overtime/Comp Time determination changes after 8 p.m. on the shift they are working. All time off requests, overtime and comp time hour determination must be submitted to the Shift Battalion Chief by 8 p.m. of the shift the employee is currently working.

21. UNIFORMS

21.1 Uniform Allowance

City agrees to pay a uniform allowance of \$125.00/month to each Unit employee as a reimbursement for expenses incurred for acquisition and maintenance of uniforms.

21.2 Class "A" Dress Uniforms

All Fire Safety Unit members are to purchase and possess an approved "Class A" dress uniform upon completion of their first year of probation as a full time member of the Palm Springs Fire Department.

30 days after the employee has completed probation, they are to submit a receipt to their supervisor to be forwarded to the Human Resource Department verifying that the uniform has been ordered and purchased.

Employees wishing to have the city pay the initial cost of the uniform shall order the uniform from an approved supplier. The approved supplier will then invoice the city for the full cost of the uniform and the employee will then pay back the city for the full cost of the uniform in 12 equal installments deducted from their uniform check.

Note: Only one City sponsored purchase can be made for the uniform. If the employee wishes to purchase additional uniform accessories at a later time, or from another supplier, they must pay for those items without city assistance.

21.3 Body Piercing

No body piercing will be worn or displayed on any part of the body while on duty.

21.4 Tattoos

Tattoos or temporary tattoos shall not be visible on the head, face, and neck or below the elbow.

21.5 SIDA Badges

All new employees shall obtain a SIDA Badge within first three months of employment, at no cost to the employee.

22. FEDERAL-STATE LAWS

It is understood and agreed that this MOU 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. If any part of this MOU is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable laws and regulations and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

23. PRACTICES

It is understood that existing ordinances, resolutions, and policies of the City cover matters pertaining to employer-employee relations including, but not limited to, wages, salaries, benefits, hours, and other terms and conditions of employment. Therefore, it is agreed that all such ordinances, resolutions and policies, including but not limited to Sections 4, 5, 6, 7, and 13 only of the Employer-Employee Relations Resolution 16438 are hereby incorporated by this reference and made a part hereof as though set forth in full and except as provided herein shall remain in full force and effect during the term hereof. The City and its employees shall continue to have the rights and prerogatives as set forth in Section 4, 5, 6, 7, and 13 of Resolution 16438, and nothing in this MOU shall be deemed in any manner to abridge, restrict, or modify the same..

24. MAINTENANCE OF BENEFITS

The status of all existing benefits and conditions of employment now enjoyed by Unit employees represented by the Association shall not be deemed affected by this MOU, except as specifically modified by provisions hereof or by actions taken in implementation hereof.

25. NO REQUEST FOR CHANGES DURING TERM

The terms agreed upon by this MOU shall take effect at the times specified herein upon approval by resolution by the City Council and shall remain in full force and effect until midnight, June 30, 2012. The Association hereby expressly waives any right to demand any improvements or any changes in the wages, hours, or other conditions of employment of Unit employees covered by this MOU, and the City shall not be required to meet and confer as to any such demand or request.

26. STRIKES AND WORK STOPPAGES

26.1 Prohibited Conduct

The Association, its officers, agents, representatives and/or Unit employees agree that during the term of this MOU, they will not cause or condone any strike, sympathy strike, walkout, slowdown, sick out, or any other unlawful and/or concerted job action by withholding or refusing to perform services.

26.2

Any Unit employee who participates in any conduct prohibited in 26.1 above shall be subject to suspension, demotion, or dismissal by the City.

26.3

In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in 26.4 - The Association Responsibility, the City may suspend any and all rights and privileges accorded to the Association in this MOU, including but not limited to suspension of the Grievance Review Procedure and Dues Deduction.

26.4 The Association Responsibility

In the event that the Association, its officers, agents, representatives, or Unit employees engage in any of the conduct prohibited in 26.1 - Prohibited Conduct, the Association shall immediately instruct any such persons engaging in such conduct that their conduct is in violation of this MOU and unlawful, and they must immediately cease engaging in conduct prohibited in said Section 26.1 and return to work.

27. LAYOFF AND RECALL

The Association agrees to Personnel Rule 13.3 Layoff and Recall, except as modified herein. If a Unit member bumps to a lower classification as a result of layoffs, the employee's "Classification Seniority" in the lower position will be defined as all of his time in any of the classifications in the Unit. For members of the Unit, layoff of any employee shall be made in the following order: Employees shall be laid

off by classification in the reverse order of seniority in that classification. In the event that two (2) or more employees in the same classification have the same classification seniority, then layoff shall be made on the basis of final ranking on the eligibility list for the position, then departmental seniority, then City seniority.

27.1 Seniority

In the absence of a definition for the term "seniority" as used in the City's Personnel Rules and MOU with PSFSU, "seniority" shall mean "the length of the employee's continuous unbroken service with the City.

An employee who separates from the City for any length of time and for any reason but who returns to employment with the City shall have his or her calculation of seniority based on the most recent date of hire. Any prior service for the City prior to separation shall not be considered.

28. IRS 125 PLAN

The City agrees to provide an IRS 125 Plan for Fire Safety Unit members. The Unit agrees that member employees who subscribe to the plan shall pay the Plan Administrator's fees. Any IRS 125 supplemental plan benefit not being offered by the Plan Administrator during the enrollment period for the new plan year will become the responsibility of the employee to pay via direct billing.

29. EXCHANGE OF DUTY TIME

There is no limit on the number of time exchanges a Unit employee may enter into, but the Association encourages employees to notify management no later than 24 hours prior to the exchange taking place.

30. PARAMEDIC PROGRAM

City of Palm Springs to develop a Paramedic Program to enhance the emergency delivery system and fire readiness in the City of Palm Springs. It is understood that the Program is a non-transport EMS enhancement to the existing fire/rescue system. Paramedic personnel will be cross-trained in fire fighting and rescue techniques and will augment fire/rescue tasks when needed. Those employees assigned to the Paramedic Program will receive compensation of an additional 15% above their current pay rate.

31. UNION BUSINESS BANK

The City will provide a bank of one hundred twenty (120) hours per year to be allocated by UNION as directed by the Union's Board of Directors for use by Union Officers or members. The Union President will be responsible for notifying the City's Director of Human Resources of the use of such hours.

32. ELECTRONIC COMMUNICATION GUIDELINES

Unit agrees to City-wide Electronic Communication Guidelines.

EXHIBIT "A" - PERFORMANCE STANDARDS PROGRAM:

After meeting and conferring with the representatives of the City of Palm Springs Fire Safety Unit (hereinafter the "Fire Unit"), the Palm Springs Fire Department hereby implements the following Performance Standards Program applicable to individuals employed in the classifications of Firefighter and Engineer.

1. Frequency of Testing. Performance tests will be given to the employees in the Fire Unit on a quarterly basis.
2. Current Performance Tests. The Performance Standard tests utilized at this time shall be the following:
 - (a) Ladder Removal.
Remove a 24-foot extension that is mounted six feet from the ground in a horizontal position.
 - (b) Hose Hoist.
Hoist one section of two and on half-inch hose with nozzle assembly by use of a pulley.
 - (c) Equipment Removal/Hose Load.
Pick up, carry and stack five rolls of 2 1/2 inch hose onto a platform.
 - (d) Joist Crawl.
Carry 100-foot bundle of 1 3/4 inch hose with nozzle on shoulder through the attic prop and return.
 - (e) Dry Hose Drag.
Advance a dry 2 1/2 inch hose line with nozzle 150 feet forward.
 - (f) Aerial Ladder Climb.
Climb the 100-foot aerial ladder while wearing full turnouts and breathing apparatus. The aerial ladder will be at a 65-degree angle.
 - (g) Thirty-Five Foot Extension Ladder Standard.
Remove from apparatus, carry and raise.
 - (h) Twenty-Four Foot Extension Ladder Standard.
Remove from apparatus, carry and raise.
 - (i) Donning Breathing Apparatus Standard.
Don breathing apparatus while wearing turnout coat, gloves, and helmet.

(j) Ventilation Standard.

Ladder building and take required tools and equipment aloft.

Page 1 of Exhibit A (see Article 8)

In the event the Department desires to add to or modify the existing tests, it will notify the representatives of the Fire Unit of such proposal and will provide said representatives with an opportunity to meet and confer with respect to that subject.

Effect of Failure to Pass One or More of the Performance Tests

The representatives of the Department and the representatives of the Fire Unit have reached agreement that the performance standards listed in paragraph 2, above, are job-related tests in that they accurately reflect tasks which members of the Fire Unit may be required to perform in the course of their duties. Accordingly, it is essential that all members of the Fire Unit be able to pass the Performance Standards Test.

**MUNICIPAL EMPLOYEE
RELATIONS REPRESENTATIVE**

Date: _____

By: _____
CITY MANAGER

By: [Signature]
HUMAN RESOURCES DIRECTOR

PALM SPRINGS FIRE ASSOCIATION

Date: August 30/2011

By: [Signature]
PRESIDENT

By: [Signature]
VICE PRESIDENT

By: [Signature]
BOARD MEMBER

By: [Signature]
BOARD MEMBER

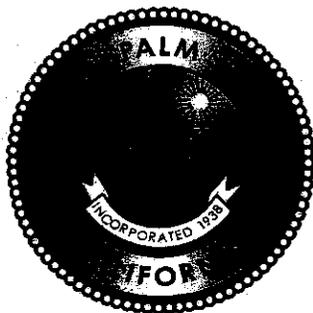
By: Nathan J. Gunkel
BOARD MEMBER

By: [Signature]
LABOR REPRESENTATIVE

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM: _____
CITY ATTORNEY

PALM SPRINGS FIRE MANAGEMENT ASSOCIATION



MEMORANDUM OF UNDERSTANDING

JULY 1, 2011 – JUNE 30, 2012

Table of Contents

Alphabetical

	Page	Article
Public Employees' Retirement System Contributions	1	1
Board of Directors	1	2
Payroll Deduction	1	3
Practices	2	4
Maintenance of Benefits	2	5
Strikes and Work Stoppages	2	6
Federal and State Laws	2	7
Educational Reimbursement	3	8
Insurance	3	9
Insurance for Retirees	4	10
Retirement	4	11
Sick Leave	5	12
Educational Incentive Pay	6	13
Paramedic Pay	6	14
Bilingual Pay	6	15
Salaries	6	16
Annual Leave	6	17
Payment in Lieu of Holidays	8	18
Compensatory Time Accumulation	8	19
Drug Policy / Drug Screening	8	20
Acting Assignments	10	21
Forty Hour Conversation	11	22
Work Schedules	11	23
Time Exchanges	11	24
Emergency Recall	11	25
Bomb Search	11	26
Jury Duty	12	27
Mileage	12	28
Uniform Allowance	12	29
Body Piercing	12	30
Tattoos	12	31
Non Smoking Requirement	12	32
SIDA Badges	12	33
IRS 125 Plan	12	34
Changes During Term and Reopeners	13	35

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MUNICIPAL EMPLOYEE
RELATIONS REPRESENTATIVE (MERR) AND THE PALM SPRINGS FIRE
MANAGEMENT ASSOCIATION (PSFMA)
REPRESENTING THE FIRE MANAGEMENT UNIT**

JULY 1, 2011 – JUNE 30, 2012

This Memorandum of Understanding is entered into with reference to the following facts:

A. The Palm Springs Fire Management Association, hereinafter referred to as the Association, is the exclusive recognized employee organization for members it represents employed by the City in the Fire Management Unit as defined in Section 8.1.2 of the Employer-Employee Relations Resolution, Resolution 16438, as amended by Resolution 17793.

B. The Association and the Municipal Employee Relations Representative, hereinafter referred to as the MERR, have met and conferred in good faith on wages, hours and other terms and conditions of employment for the employees represented by the Association in the aforesaid group and have reached agreements which are set forth in this Memorandum of Understanding, hereinafter referred to as the MOU.

THE ASSOCIATION AND MERR agree as follows:

1. This MOU constitutes a joint recommendation by the Association and the MERR, to be submitted to the City Council of the City of Palm Springs for its determination and approval by one or more resolutions, as the City Council may deem fit and proper.

This MOU recommended to the City Council shall be for the period commencing July 1, 2011, and terminating at midnight, June 30, 2012; provided, however, that specific sections of this MOU shall have later effective dates as specified herein.

2. **BOARD OF DIRECTORS**

The Association may conduct a Board of Directors meeting once each month at a City facility and during the workday, not to exceed two hours.

The City will provide a bank of one hundred twenty (120) hours per year to be allocated by ASSOCIATION AS DIRECTED BY Association Board of Directors for use by Association Officers or members. The Board of Directors shall be responsible for notifying the City's Director of Human Resources of the use of such hours.

3. **PAYROLL DEDUCTION**

The City will provide payroll deduction on request of the Association for dues, assessments, and other deductions authorized by the Association. Remittance will be biweekly to the Association's treasurer.

4. **PRACTICES**

It is understood that existing ordinances, resolutions, and policies of the City cover matters pertaining to employer-employee relations including, but not limited to, wages, salaries, benefits, hours and other terms and conditions of employment. Therefore, it is agreed that all such ordinances, resolutions and policies, including Sections 4, 5, 6, 7 and 13 only of the Employer-Employee Relations Resolution 16438 are hereby incorporated by this reference and made a part hereof as though set forth in full and except as provided herein shall remain in full force and effect during the term hereof. The City and its employees shall continue to have the rights and prerogatives as set forth in Sections 4, 5, 6, 7 and 13 of Resolution 16438, and nothing in this MOU shall be deemed in any manner to abridge, restrict or modify the same except as limited by the Strikes and Work stoppages section of this MOU.

5. **MAINTENANCE OF BENEFITS**

The status of all existing benefits and conditions of employment now enjoyed by the members represented by the Association shall not be deemed affected by this MOU, except as specifically modified by provisions hereof or by actions taken in implementation hereof.

6. **STRIKES AND WORK STOPPAGES**

6.1 Prohibited Conduct

The Association, its officers, agents, representatives and/or members agree that, they will not cause or condone any strike, walkout, slowdown, sick out, or any other unlawful job action by withholding or refusing to perform services.

Any employee who participates in any prohibited conduct listed above shall be subject to suspension, demotion, or dismissal by the City.

In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below as Association Responsibility, the City may suspend any and all rights and privileges accorded to the Association in this Agreement, including but not limited to suspension of the Grievance Review Procedure and Dues Deduction.

6.2 Association Responsibility

In the event that the Association, its officers, agents, representatives, or members engage in any Prohibited Conduct, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement and unlawful, and they must immediately cease engaging in conduct prohibited in said Section 6.1 and return to work.

7. **FEDERAL AND STATE LAWS**

It is understood and agreed that this MOU 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.

If any part of this MOU is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable laws and regulations and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

8. EDUCATIONAL REIMBURSEMENT

No Fire Management Unit employee shall receive more than \$1,500/fiscal year through the educational reimbursement program.

9. INSURANCE

The City agrees to contribute up to the following amounts toward Health, hospitalization, drug coverage, and dental coverage through City sponsored program(s) as agreed by the Association and approved by the City Council. In addition, the City agrees to provide Vision Care for employee and family, and (\$35,000) Term Life Insurance coverage at no cost to the employee.

The City's maximum contribution to health and dental insurance premiums for all currently active members of PSFMA are as follows:

HEALTH INSURANCE PREMIUM RATES (1-1-11):

Single Party	\$ 685.86
Two-Party	\$1316.69
Family	\$1395.26

DENTAL INSURANCE PREMIUM RATES (1-1-11):

Single Party	\$33.43
Two-Party	\$45.84
Family	\$66.01

In the event that the premium charges for the health or dental program exceed the City's maximum rate of contribution (as described above) by 5% (five percent) annually at any time during the term of this Agreement, the amount of the excess shall be paid by the employee through a payroll deduction.

Members of PSFMA shall remain in the City sponsored plan for fire and police safety employees and shall not be eligible for any other City insurance plan for the duration of this MOU.

Domestic Partner Coverage

The City of Palm Springs agrees to add Domestic Partner coverage to the current health, dental and vision coverage. The enrollee must provide a copy of the Declaration of Domestic Partnership, Statement of Financial Liability for Domestic

Partner Health Benefits, and Affidavit of Eligibility for Economically Dependent Children to the City. The City will use the same enrollment policies for domestic partnerships as are currently used for traditional marriages or as provided by the requirements of the insurance carrier.

Vision Benefits

For the term of this Agreement, City agrees to continue Vision Coverage at the benefit level(s) existing as of the date this Agreement is executed.

10. **INSURANCE FOR RETIREES**

Retiree Health Coverage – “Tier I” – Effective 7/1/2000:

A represented UNIT employee who leaves active service as a Palm Springs employee after 20 years of continuous service, the City shall pay 75% of the cost of "retirees" health premium plan being covered at the time one leaves active service.

A represented UNIT employee who leaves active service as a Palm Springs employee after 25 years of continuous service, the City shall pay 100% of the cost of "retirees" health premium plan being covered at the time one leaves active service.

A represented UNIT employee who retires from active service as a Palm Springs employee who has not completed 20 years of City service shall be entitled to participate at his/her own cost in the Association's medical, hospitalization and prescription drug coverage plan.

All employees eligible for retiree medical benefits who become eligible to receive Medicare must enroll in Medicare Part A and B to remain eligible to receive the above contributions.

Retiree Health Coverage – “Tier II” – Effective 7/1/2006:

For all new employees with an *initial* hire date which is after July 1, 2006, there will be no City contribution for retiree health benefits. The City will, however, make a \$100.00 per month contribution to an employee Retiree Health Savings Plan and the associated fixed dollar cost of administration.

A represented UNIT employee who retires from active service as a Palm Springs employee who has not completed 20 years of City service shall be entitled to participate at his/her own cost in the Association's medical, hospitalization and prescription drug coverage plan.

11. **RETIREMENT**

CalPERS Contributions

For employees with an initial hire date prior to July 1, 2011, the City will continue to contract with CalPERS for the **3% at 50 Formula** at no additional cost to the employee for the term of this MOU.

For Unit employees hired after July 1, 2011, (or as soon as approved by PERS if later) the parties agree that the City will take all necessary steps so that such employees will be provided with the 3% @ 55 benefit under the Public Employees' Retirement System. These steps will not be taken until the City reaches an agreement with the Fire Safety Association or implements this benefit with that Association.

The City shall pay each Fire Management Unit employee's contribution to the California Public Employees' Retirement System (CalPERS). Said payment made by the City shall be for the employee's contributions, not to exceed nine percent (9%).

City agrees that, pursuant to Government Code Section 20636 (c) (4) pursuant to Section 20691, normal member contributions (EMPC) Employer-Paid Member contributions will be paid by the employer, City of Palm Springs, and reported to PERS as additional compensation earnable for all members of Unit. City will continue to make all PERS mandated Employer-Paid Employer Contributions ("EPEC") including any increase in such contributions occasioned by the conversion agreed to herein.

The City will continue to contract with CalPERS for the Improved 1959 Level 4 Survivors Benefit at no additional cost to the employee.

12. **SICK LEAVE**

Members of the Fire Management Unit on a 40-hour work week shall accrue sick leave at the rate of 8.57 hours for each full month of service. Members assigned to shift duty shall accrue sick leave at the rate of one-half (1/2) shift or 12 hours for each full month of service, to be earned and reported in shift hours.

New members shall be eligible to use accrued sick leave upon completion of one month of employment.

Sick Leave Maximum Accrual

Sick leave shall accrue to a maximum of three (3) months or seven hundred and twenty (720) hours. After the sick leave accrual in December of any year, employees who have accumulated more than 720 hours during the preceding twelve (12) month period, unused sick leave above 720 hours shall be compensated by a cash payment in the last pay date of the calendar tax year, in an amount equal to the employee's straight time hourly rate of pay for those unused accumulated sick leave hours.

Commencing April 1, 2007, PSFMA members with accrued unused sick leave in excess of the new 720 hour annual sick leave accrual cap will have all hours in excess of 720 placed into a special excess sick leave bank. Employees can draw against or cash out on a semi-annual basis as set forth below from this special excess sick leave bank until all hours are exhausted. Accrued unused sick leave in the excess sick leave bank shall be paid upon retirement from the city service.

All accrued unused sick leave shall be paid upon retirement from the city service.

13. **EDUCATIONAL INCENTIVE PAY**

Fire Management Unit employees can receive an additional 5% pay for an Associate's Degree, 7.5% for a Bachelor's Degree or 10% for a Master's Degree from a college or university accredited by either or both the Council for Higher Education Accreditation ("CHEA") and/or the U.S. Department of Education ("USDE").

City agrees to compensate Unit employee's over base pay, an additional 2.5% for a State Fire Officer or Chief Officer Certificate.

14. **PARAMEDIC PAY**

Fire Captains shall be eligible to receive an additional 5.0% for obtaining and maintaining a Paramedic Certificate.

15. **BILINGUAL PAY**

The City agrees to compensate Unit employees who are bilingual in Spanish an additional five (5%) percent, but limited to one (1) person/shift. The City shall establish testing procedures and employees are required to pass the test.

16. **SALARIES**

No Increase to base salaries for the term of the contract

17. **ANNUAL LEAVE**

Employees in the Fire Management Unit assigned a fifty-six (56) hour shift workweek shall not accrue annual leave hours beyond the maximum of four hundred fifty-six (456) hours. Unit employees assigned to a forty (40) hour workweek shall not accrue annual leave hours beyond the maximum of three hundred twenty-five and seventy-one hundredths (325.71) hours.

PSFMA members with accrued unused annual leave in excess of the new annual leave accrual cap described above will have all hours in excess of 336 for 56 hour employees and 240 for 40 hour employees placed into a special excess annual leave bank. Employees can draw against or cash out on a semi-annual basis as set forth below from this special excess annual leave bank until all hours are exhausted. Accrued unused annual leave in the excess annual leave bank shall be paid upon separation from the city service.

In July and December of each year, employees in the Fire Management Unit shall have the option of converting accrued and vested annual leave into cash. Such conversion may be for any amount of accrued and vested annual leave hours. Employees in the Fire Management Unit shall be eligible to use annual leave as it is accrued. This option will be made available on the last payday of July and the first payday of December as advised by payroll.

Upon separation, all unpaid accrued and vested annual leave will be paid at the employee's current salary rate. All unpaid accrued and vested annual leave of deceased employees shall be paid to the estate of said deceased except as otherwise provided by law.

Accrual Rates for Employees Hired Before July 5, 1981

YEARS OF SERVICE	HOURS ACCRUED & VESTED MONTHLY (40 HOUR EMPLOYEES)	HOURS ACCRUED & VESTED MONTHLY (SHIFT EMPLOYEES)
0 through 5	12	16.8
6 through 10	14	19.6
11	16.67	23.34
12	17.34	24.28
13	18	25.2
14	18.67	26.14
15	19.34	27.08
16	20	28
17 and after	20.67	28.94

Accrual Rates for Employees Hired After July 5, 1981

YEARS OF SERVICE	HOURS ACCRUED & VESTED MONTHLY (40 HOUR EMPLOYEES)	HOURS ACCRUED & VESTED MONTHLY (SHIFT EMPLOYEES)
0 through 5	12	16.8
6 through 10	14	19.6
11 and after	16	22.5

A maximum of two Fire Management shift employee and one Fire Management administration employee will be permitted to be on scheduled vacation at the same time.

The practice of allowing two Unit shift employees and two Fire Management shift employees per shift to be on scheduled vacation simultaneously is to be continued, but in the event that one Management employee schedules a given day for vacation, one additional Fire Safety Unit employee (3 total) will be allowed to schedule that day off provided that no more than four shift employees are scheduled off. If no Fire Management employees are scheduled off, two additional Fire Safety Unit employees will be allowed to schedule that day off (4 total) provided no more than four shift employees are scheduled off.

Furthermore, in the event that one Fire Safety Unit shift employee schedules a given day for vacation, one additional Fire Management shift employee (3 total) will be allowed to schedule that day off provided no more than four shift employees are scheduled off. If no Fire Safety employees are scheduled off, two additional Fire

Management employees will be allowed to schedule that day off (4 total) provided no more than four shift employees are scheduled off.

18. PAYMENT IN LIEU OF HOLIDAYS

In lieu of all City recognized holidays, Unit Members shall be paid 5.14 hours (for employees working the suppression shift of an average of 56 hours per week) and 3.67 (for employees working a 40 hour per week assignment) per pay period (the 24 pay periods when holiday in lieu pay is paid to employees) at their straight time hourly rate.

19. COMPENSATORY TIME ACCUMULATION

The maximum accumulation cap is two hundred and forty (240) hours. Unit members with compensatory time accumulation will have all hours placed into a special bank. Employees can draw against or cash out on a semi-annual basis from this special bank until all hours are exhausted. Upon separation, all unpaid accrued and vested compensatory time will be paid at the employee's current salary rate.

20. DRUG POLICY/DRUG SCREENING

The City of Palm Springs, the Association and Fire Management Unit employees have a vital interest in maintaining safe, healthful and efficient working conditions. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to co-workers and the citizens of Palm Springs. The possession, use or sale of an illegal drug or of alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations. "On the job" means while on City premises, at work locations, or while on duty or being compensated on an "on call status".

The City of Palm Springs, the Association and Fire Management Unit employees recognize that their future is dependent on the physical and psychological well being of all employees. The City and the Palm Springs Fire Management Association mutually acknowledge that a drug and alcohol-free work environment benefits employees and citizens, and members agree to comply with this policy at such time as a mutually agreed upon employee assistance program is in place. The purpose of this article is to define the City's drug and alcohol policy as well as the possible consequences of policy violation.

Possession, sale, use or being under the influence of drugs or alcohol while on the job is strictly prohibited.

20.1

When reasonable suspicion exists, the City may require an employee to submit to a substance screening. The employee will be given the option to select a blood test or urinalysis.

Reasonable suspicion is cause based upon objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

20.2

Any manager or supervisor requesting an employee to submit to a substance screening shall document in writing the facts constituting reasonable suspicion and shall give the employee a copy. This report must advise the employee of his right to representation. The employee shall be given an opportunity to provide additional facts. An employee who is then ordered to submit to a substance abuse screening may request to be represented. Because time is of the essence in drug screening, a representative must be available within a reasonable time or the employee will then be ordered to submit to a substance screening. An employee who refuses to submit to a substance screening may be considered insubordinate and shall be subject to disciplinary action up to and including termination.

20.3

The supervisor, or designee, shall transport the suspected employee to the testing facility or shall call to the Police Station a licensed phlebotomist who will draw blood samples, when a blood test is selected. Urine samples shall be taken at the Police Station under supervision of the supervisor. Testing shall occur on City time and be paid for by the City. Employee urine samples, or other body fluids, will be collected in a DOX Security Container System or other system which includes methods or mechanisms designed to assure the integrity of the sample. The facility used for testing shall be certified by the National Institute of Drug Abuse and comply with established guidelines for "chain of custody" to insure that identity and integrity of the sample is preserved throughout the collecting, shipping, testing and storage process.

20.4

Any positive test for alcohol or drugs will be confirmed by a scientifically sound method. An employee who tests positive on a confirmatory test will be given the opportunity to discuss the results with a physician to be designated by the City. The employee should be prepared at that time to show proof of any valid medical prescription for any detected substance or to otherwise explain, if he or she so chooses, a positive test result.

20.5

While use of medically prescribed medications and drugs is not per se a violation of this policy, this policy shall establish that no employee shall operate a City vehicle or dangerous machinery or equipment while taking any kind of medication or drugs which are clearly marked that they may cause significant drowsiness or impair an employee's performance. An employee shall notify his/her supervisor,

before beginning work, when taking such medications or drugs. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a physician designated by the City may be required. The City reserves the right to send an employee home on sick leave under these circumstances.

20.6

Employees with substance abuse problems are encouraged to participate voluntarily in the City-sponsored Employee Assistance Program (EAP). Assistance through the EAP may be sought by an employee with complete confidentiality and without adverse consequences to his/her employment. Employees should be aware, however, that a request for assistance through the EAP will not insulate the employee from disciplinary action already contemplated.

Depending upon the facts surrounding the reasonable suspicion determination, positive test result, and/or other violation of this policy or other City/department rules and regulations, the City will refer an employee to the EAP. Such referral could, at the discretion of the City, be made available to the employee as an alternative to disciplinary action. Referral would be subject to agreement by the employee to enroll, participate in and successfully complete a rehabilitation and/or counseling program and other terms and conditions in a "Last Chance Agreement", an exemplar copy of which is attached hereto as Exhibit "A".

21. ACTING ASSIGNMENTS

The Fire Management Unit employees who are required to work out of their existing classification any time during any workday shall receive acting pay as follows:

21.1

For fire shift employees; if the employee works one tenth (.1) through twelve (12) hours out of classification, the employee shall receive an additional six-tenths (.6) of an hour pay at his regular hourly rate.

If the employee works more than twelve (12) and up to twenty-four (24) hours out of classification, he shall receive 1.2 hours of pay at his regular hourly rate.

21.2

For 40-hour employees, if the employee is assigned to act out of classification for any time during an eight (8) hour day, he shall receive .86 of an hour of pay at their regular hourly rate. The Fire Chief will designate acting assignments for 40-hour employees.

21.3

When an employee works out of classification for a consecutive two (2) week period, a Personnel Action Form shall be submitted designating that employee as acting in the position he is holding. The employee's salary shall be raised to the

lowest step on the range of the higher classification which will provide an increase in pay of at least five percent, but not to exceed the top step of the new range.

22. FORTY HOUR CONVERSION

Where appropriate, the benefits accorded members of the Fire Management Unit shall be converted to accommodate the 40-hour/week-work schedule (shift hours/1.4 = 40 hour conversion).

Employees who convert from a 56 hour per week suppression shift assignment to a 40 hour per week assignment shall have their leave accruals divided by 1.4 when entering that assignment. Employees who convert from a 40 hour per week assignment to a 56 hour per week suppression shift assignment shall have their leave accruals multiplied by 1.4 when entering that assignment.

Conversion from shift scheduling to a 40-hour/week work schedule shall occur only at the beginning of a pay period. Conversion from 40-hour/week schedule to shift scheduling shall occur only at the beginning of a pay period. If an exception is deemed necessary, all hours worked over 40 in either week of the pay period shall be compensated at fifty percent (50%) above the employee's regular 40-hour hourly rate.

Personnel on the 40-hr/week work schedule shall have holiday pay incorporated into base pay and shall be allowed the recognized holiday off.

23. WORK SCHEDULES

For the term of this MOU, Fire Management Unit positions assigned to the classification of Fire Prevention Captain and Deputy Chief shall be allowed to work on either a four (4) ten (10) schedule, or a nine (9) eighty (80) schedule, with the understanding that such schedule is at the discretion of the Fire Chief.

City reserves the right to schedule hours of work. City and Association agree to meet and confer on the impacts of any significant work schedule changes made to the work schedules of members of Fire Management Unit, *other* than the 4/10 or 9/80 schedule described above.

24. TIME EXCHANGES

Unlimited time exchanges will be permitted between Fire Management Unit employees in accordance with Fire Department policy and procedure.

25. EMERGENCY RECALL

When a Fire Management Unit employee is off-duty, and is called back to work, the employee shall receive a minimum of four (4) hours pay or (4) hours compensatory time at the department head's discretion, at overtime rate.

26. BOMB SEARCH

Fire Management Unit employees will no longer be required to perform bomb searches. Upon receipt of a bomb threat, Fire Management Unit employees shall be asked to stand by should rescue or suppression become necessary.

27. **JURY DUTY**
Fire Management Unit employees who are called for and serve on jury duty, or to honor a subpoena, will be given time off from work with pay. Compensation shall be the difference between the employee's straight-time hourly rate for the straight-time hours normally worked and the amount of compensation received for serving as a juror other than meal or transportation reimbursement.
28. **MILEAGE**
Reimbursement for personal vehicle use shall be at prevailing IRS rate.
29. **UNIFORM ALLOWANCE**
City agrees to pay a uniform allowance of \$125.00/month to each Fire Management Unit employee as a reimbursement for expenses incurred in the acquisition and maintenance of uniforms.
- A black shirt with PSFD patch for Fire Prevention Captains is permitted.
30. **BODY PIERCING**
No body piercing jewelry will be worn or displayed on any part of the body while on duty.
31. **TATTOOS**
Tattoos or temporary tattoos shall not be visible on the head, face, and neck or below the elbow. Current employees whose tattoos were previously exempted from the policy shall maintain the exemption.
32. **NON-SMOKING REQUIREMENT**
Employees hired after July 1, 2011 must be non-tobacco users and must remain non-tobacco users throughout the term of their employment. Employee in the association prior to July 1, 2011 may not use tobacco products during working hours or at any City sponsored event unless during break periods in outside designated areas only.
33. **SIDA BADGES**
All new employees shall obtain a SIDA Badge within first three months of employment, at no cost to the employee.
34. **IRS 125 PLAN**
The City agrees to provide an IRS 125 Plan for Unit members. The Association agrees that member employees who subscribe to the plan shall pay the Plan Administrator's fees. Any IRS 125 supplemental plan benefit not being offered by the Plan Administrator during the enrollment period for the new plan year will become the responsibility of the employee to pay via direct billing.

35. **CHANGES DURING TERM AND REOPENERS**

Waiver of Further Bargaining on Terms Within the MOU

The terms agreed upon by the MOU shall take effect at the time specified herein upon approval by Resolution of the City Council of the City of Palm Springs and shall remain in full force and effect until midnight, June 30, 2012.

MUNICIPAL EMPLOYEE RELATIONS
REPRESENTATIVE

PALM SPRINGS FIRE MANAGEMENT
ASSOCIATION

Date: _____

Date: 9-6-11

By _____
CITY MANAGER

By  _____
ASSOCIATION PRESIDENT

By  _____
HUMAN RESOURCES DIRECTOR

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM: _____
CITY ATTORNEY