

MANAGEMENT ASSOCIATION OF PALM SPRINGS (MAPS)



MEMORANDUM OF UNDERSTANDING

JULY 1, 2023 – JUNE 30, 2026

**Management Association of Palm Springs (MAPS)
Memorandum of Understanding
July 1, 2023 – June 30, 2026**

<u>GENERAL PROVISIONS</u>	3
ARTICLE 1, TERM	3
ARTICLE 2, RECOGNITION	3
ARTICLE 3, PRACTICES	3
ARTICLE 4, FEDERAL AND STATE LAWS	3
ARTICLE 5, MAINTENANCE OF BENEFITS	4
<u>COMPENSATION / OTHER PAY</u>	5
ARTICLE 6, SALARIES	5
ARTICLE 7, SALARY ADVANCEMENT ELIGIBILITY	5
ARTICLE 8, OVERTIME AND STANDBY PAY	5
ARTICLE 9, ACTING OUT OF CLASSIFICATION	6
ARTICLE 10, SPECIAL COMPENSATION	7
ARTICLE 11, UNIFORM ALLOWANCE AND SAFETY BOOTS	8
ARTICLE 12, MILEAGE	9
<u>BENEFITS</u>	10
ARTICLE 13, HEALTH INSURANCE	10
ARTICLE 14, HEALTH INSURANCE FOR RETIREES	12
ARTICLE 15, RETIREMENT	14
ARTICLE 16, EDUCATION REIMBURSEMENT	15
ARTICLE 17, EMPLOYEE SERVICE AWARDS	16
ARTICLE 18, CELL PHONES	16
<u>WORK HOURS / LEAVE</u>	17
ARTICLE 19, WORK SCHEDULE	17
ARTICLE 20, ANNUAL LEAVE	17
ARTICLE 21, HOLIDAYS	19
ARTICLE 22, BEREAVEMENT LEAVE	20
EMPLOYER / EMPLOYEE RELATIONS	21
ARTICLE 23, DRUG POLICY/DRUG SCREENING	21
ARTICLE 24, LAYOFF	21
ARTICLE 25, PAYROLL DEDUCTION - ASSOCIATION MEMBERSHIP	21
ARTICLE 26, MEETINGS	21
ARTICLE 27, ASSOCIATION TIME BANK	21
ARTICLE 28, STRIKES AND WORK STOPPAGES	21
ARTICLE 29, GRIEVANCE PROCEDURE	22
ARTICLE 30, DISCIPLINE	24
ARTICLE 31, WAIVER OF FURTHER BARGAINING	27
APPENDIX A – DRUG AND ALCOHOL POLICY	28
APPENDIX B – MAPS CLASSIFICATIONS AND FLSA EXEMPTION STATUS	30

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF PALM SPRINGS)
AND THE MANAGEMENT ASSOCIATION OF PALM SPRINGS (MAPS)
REPRESENTING THE PROFESSIONAL & MANAGEMENT UNIT
JULY 1, 2023 – JUNE 30, 2026**

GENERAL PROVISIONS

ARTICLE 1, TERM

MAPS AND CITY agrees as follows:

This MOU shall be for the period commencing July 1, 2023, and terminating at 11:59 p.m. on, June 30, 2026.

The Parties agree on a reopener during the term of this MOU to discuss the subject of City Hall and the Police Department being open five days per week. The parties agree that if the City requests to reopen negotiations, it will not propose to eliminate the 4/10 work schedule.

ARTICLE 2, RECOGNITION

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

- A. The Management Association of Palm Springs (hereinafter referred to as “MAPS”) is the exclusive recognized employee organization for members it represents employed by the City in the Professional and Management Unit (“Unit”) as defined in Appendix B of this MOU.
- B. MAPS and the City have met and conferred in good faith on wages, hours and other terms and conditions of employment for the employees represented by MAPS and have reached agreements which are set forth in this Memorandum of Understanding (hereinafter referred to as the “MOU”).

ARTICLE 3, PRACTICES

It is understood that existing ordinances, resolutions, and policies of City cover matters pertaining to employer-employee relations including, but not limited to, wages, salaries, benefits, hours and other terms and conditions of employment.

ARTICLE 4, 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.

ARTICLE 5, MAINTENANCE OF BENEFITS

The status of all existing benefits and conditions of employment now enjoyed by the members of the Unit as represented by MAPS (referred to as “unit members” in this MOU) shall not be deemed affected by this MOU, except as specifically modified by provisions hereof or by actions taken in implementation hereof.

COMPENSATION / OTHER PAY

ARTICLE 6, SALARIES

Effective the later of the pay period which includes July 1, 2023 or the pay period following Council approval of this MOU, unit members shall receive a five percent (5.0%) salary increase.

Effective the pay period which includes July 1, 2024, unit members shall receive a five percent (5.0%) salary increase.

Effective the pay period which includes July 1, 2025, unit members shall receive a five percent (5.0%) salary increase.

For each classification represented by the Association, there is one range on the salary schedule.

Employees who promote into the unit will be placed at a step on the salary schedule at least five percent (5%) above (unless five percent (5%) would cause the employee's salary range to be above top step for the classification hired into) the step from which they were at in their prior job classification with the City.

Employees who are promoted within the unit will be placed at the lowest step in their new classification which will ensure that they receive at least a five percent (5%) increase from their current salary.

ARTICLE 7, SALARY ADVANCEMENT ELIGIBILITY

Unit members shall be advanced one-step on the salary schedule effective on each member's anniversary date, provided the member's service has been continuous and they have at least a "meets expectations" or higher service rating on their most recent performance evaluation. Such consideration for a salary advancement shall only be given effective on each anniversary date until the member reaches the top step of the range. Any unpaid leave of absence in excess of twenty (20) consecutive days will extend a member's anniversary date by the length of such leave.

ARTICLE 8, OVERTIME AND STANDBY PAY

8.1

The bargaining unit is made up of employees who are both exempt and non-exempt from overtime per the Fair Labor Standards Act (FLSA). The parties agree that each of the classifications represented by the Association along with their designation as either exempt or non-exempt is set forth in Appendix B to this MOU. For purposes of this MOU, overtime or compensatory time off provided to employees (as provided in the paragraph below) who occupy classifications designated as exempt will be provided to employees pursuant to this MOU, not because these employees are entitled to overtime per the FLSA. Non-exempt employees are entitled to overtime or compensatory time off as provided below in accordance with the FLSA.

The City agrees that if a Unit member is asked to work more than forty (40) hours in a week, such member will be eligible to receive overtime or compensatory time off, either MOU overtime/compensatory time off for exempt employees or FLSA overtime/compensatory time off for non-exempt employees. If the employee accrues compensatory time off, all requests to use that time will be honored if the employee provides reasonable notice unless it would be unduly disruptive to do so. The maximum compensatory time off accumulation is one hundred (100) hours.

Unit members shall be required to log time in and time out. Employees may be allowed to flex hours within a workweek, if approved in advance by the Department Head or designee.

8.2 Standby Pay

Unit members shall be paid for two (2) hours per day for standby pay at the employee's regular hourly rate and not subject to overtime premium. Department Heads, Managers and Supervisors placing employees on standby are encouraged to provide unit members with advanced notice (when possible) of placement on standby.

Unit members on standby shall receive a cell phone from the City and will be required to respond to the call or text as quickly as possible. Upon responding, the member will be instructed as to whether they are required to return to work and will be informed of the location to which they must respond. Response time will generally be one hour and any additional minimal time necessary to get ready to return to work. Standby lists shall be created monthly, at least one week in advance of any standby shift. Members will be permitted to trade stand-by shifts with their colleagues.

ARTICLE 9, ACTING OUT OF CLASSIFICATION

9.1 Employees Who Are Assigned to Another Classification On An Acting Basis

On the second consecutive workday that a Unit member is assigned to an acting assignment such member shall be entitled to additional compensation equal to the lowest step on the range of the higher classification which will provide an increase in pay of 5%, but not to exceed the top step of the classification for which such member is performing acting out of class duties ("acting pay"). Such acting pay shall be prospective only, commencing the second consecutive workday the member is acting out of class and continuing thereafter until such member ceases performing acting out of class duties.

9.2 Employees Who Are Not Assigned to Another Classification, But Who Are Required To Perform Duties Not Covered By Their Classification

On the second consecutive workday that a Unit member is required to perform the majority of the duties of a higher classification ("acting out of class") such member shall be entitled to additional compensation equal to the lowest step on the range of the higher classification which will provide an increase in pay of 5%, but not to exceed the top step of the classification for which such member is performing acting out of class duties ("acting pay"). Such acting pay shall be prospective only, commencing the second (2) consecutive day the member is performing the majority of the duties of the higher classification and continuing

thereafter until such member ceases performing those duties.

ARTICLE 10, SPECIAL COMPENSATION

Per this article, unit members may only receive one of the following certification premiums (set forth in Articles 10.1 – 10.3): Master’s Degree, professional certification, notary certification or bilingual certification.

10.1 Education Incentive Pay

Unit members will be eligible to receive an additional 5.0% of their base salary for a Master's Degree from a college or university accredited by either the Council for Higher Education Accreditation (“CHEA”) or the U.S. Department of Education (“USDE”).

10.2 Certification Pay

Unit members will be eligible to receive an additional 5.0% of their base salary for maintaining a professional certification related to their job that require Continuing Education Hours or require testing or coursework to be recertified. Any employees who have previously received certification pay from the City for certifications which do not require Continuing Education Hours or require testing or coursework to be recertified, will continue to receive that pay. However, effective July 1, 2014 certification pay for professional certifications will only be provided to employees who maintain certifications related to their job which require Continuing Education Hours or require testing or coursework to be recertified. Each Department must approve the certification pay and determine if it is a certification necessary for the department.

10.3 Notary Pay

Unit members designated by the City Manager may be eligible to receive an additional 5.0% Notary Certification Pay for being a licensed Notary Public. Designations for “Notary Certification Pay” for Unit members shall be entirely at the City Manager’s discretion. Employees hired on or after October 4, 2018, will receive one hundred dollars (\$100) per month for Notary Certification Pay.

10.4 Bilingual Pay

Unit members are eligible for Bilingual Pay as provided in this section. The City Manager shall determine the language needs as well as the number of members eligible for Bilingual Pay. In order to be eligible for Bilingual Pay, a member must pass an examination (and as set forth below, must recertify) demonstrating fluency in listening, writing and speaking the desired second language.

Unit members hired before October 4, 2018 are eligible to receive five percent (5%) of base salary in compensation for Bilingual Pay if their position is selected to receive Bilingual Pay and they pass the required examinations. Members will be required to take both a speaking and listening and a writing bilingual proficiency examination. These members shall receive two and one half percent (2.5%) for passing the speaking and listening portion of the bilingual proficiency exam and an additional two and one half percent (2.5%) for passing the writing portion of the bilingual proficiency exam for up to a maximum of

five percent (5%) of base salary.

Members hired on or after October 4, 2018 who become eligible for bilingual pay shall receive two hundred and fifty dollars (\$250) per month for Bilingual Pay. Members will be required to take both a speaking and listening and a writing bilingual proficiency examination. Members shall receive one hundred and twenty-five dollars (\$125) per month for passing the speaking and listening portion of the bilingual proficiency exam and an additional one hundred and twenty-five dollars (\$125) per month for passing the writing portion of the bilingual proficiency exam for up to a maximum of two hundred and fifty dollars (\$250) per month.

The examinations shall be developed and administered by the City to demonstrate fluency in writing and speaking and listening the desired second language. All members receiving bilingual pay must pass the prescribed examinations for each skill (one for speaking and listening and the other for writing) every two years to continue to receive bilingual pay for each skill. The City will notify members when they are required to re-test. A member who passes one of the tests but not the other, will still be eligible to receive their respective bilingual pay (2.5% or \$125 per month for the skill passed. In addition, the member may take a recertification examination after waiting at least three (3) months after taking the recertification examination to which the employee did not pass. If the member does not pass that recertification examination, they shall not be permitted to take the recertification examination for that skill until their two-year cycle to recertify has passed. The City will notify members when they are required to re-test.

If the member passes one of the two examinations they shall the respective incentive pay (2.5% or \$125 per month) for Bilingual Pay. If the member does not pass either or both of those subsequent recertification examinations, they shall not be permitted to take the recertification examination(s) for that skill until their two-year cycle to recertify has passed. The Human Resources Department will coordinate the recertification examination for each employee receiving bilingual pay.

For any members who receive Bilingual Pay, they must sign up to be present at and prepared to use their bilingual skills at one City Council meeting per year. On the day of the Council meeting for which the employee signs up, they shall adjust their work schedule that day by starting four (4) hours later than their regular start time so that they can be present at the Council meeting to utilize their bilingual skills.

ARTICLE 11, UNIFORM ALLOWANCE AND SAFETY BOOTS

City agrees to continue to pay a monthly uniform allowance of one hundred twenty-five dollars (\$125.00) to the Emergency Management Coordinator, the Fire Marshal and to the Police Services Supervisor as a reimbursement for expenses incurred for acquisition and maintenance of uniforms.

Each fiscal year the City will provide four (4) shirts, four (4) pants and a jacket for Airport Operations Supervisors. The City will provide thirty dollars (\$30.00) per month as reimbursement for cleaning uniforms for the Airport Operations Supervisors, and effective on the first day of the month following City Council approval of this MOU, the Code Compliance Supervisor and the Maintenance Supervisor.

The City shall pay employees in the following classifications one hundred and seventy-five dollars (\$175.00) per year (which will be paid \$14.58 per month) for the purchase of safety boots that meet the general industry and ASTM F2413 standards: Maintenance Supervisor, Fleet Manager, Streets Manager, Deputy Director of Maintenance and Facilities, and Maintenance Superintendent.

ARTICLE 12, MILEAGE

Reimbursement for personal vehicle use shall be at prevailing IRS rate. Where extensive vehicle travel is required, a City vehicle may be provided instead.

BENEFITS

ARTICLE 13, HEALTH INSURANCE

13.1 Cafeteria Plan

City agrees to continue to enroll with and subscribe to the Public Employees' Retirement Health Care Plan pursuant to the Public Employees' Hospital and Medical Care Act (PEHMCA), Government Code Sections 22751 *et seq.*, for the provision of health insurance for members of the unit. The health insurance benefit provided through PEHMCA shall be part of a cafeteria plan in accordance with IRS Code section 125 ("the Plan") which also includes:

- A. Dental Insurance as addressed below in Section 13.3; and
- B. Vision Insurance as addressed below in Section 13.5

The City will pay the CalPERS statutory minimum to comply with the Public Employees' Hospital and Medical Care Act on behalf of all employees and retirees (\$151 for 2023, and a yet undetermined amount for beyond 2023). In addition, the maximum City contribution to the Plan (i.e., health, dental and vision insurance) shall be determined annually based on the formula that has been used by City which is inclusive of the PERS statutory minimum. The formula involves taking the rate increase for each benefit as listed above, and combining them to develop a single rate increase to the maximum contribution to the categories listed below (i.e., single, two-party, and family).

The cafeteria plan rates effective January 1, 2023, are:

Category	Maximum Contribution
Employee Only	\$855/month
Employee + 1	\$1,723/month
Family	\$2,252/month

Since the actual amounts above also include the PERS statutory minimum, the actual amounts provided to employees through the cafeteria plan are the above amounts minus the PERS statutory minimum for each applicable calendar year.

In the event that the premium changes for health, dental and vision insurance (i.e., the Plan benefits) exceed the City's maximum rate of contribution by five percent (5%), the amount of the excess shall be paid by unit members through a payroll deduction.

The maximum City monthly contribution for the Plan shall be determined by the health plan selected (i.e., single, two-party, or family). Should an employee decline health coverage, but elect either dental or vision coverage, there will be no Plan excess dollars paid to the employee. The City will, however, pay the premiums for the dental and/or vision coverage/s selected.

The Association acknowledges that the City's agreement to pay up to five percent (5%)

of the increases for health, dental and vision insurance is a valuable benefit. The Association agrees that each year, once the increase in the costs of health, dental and vision is known (CalPERS generally publishes the increases for health insurance for the following calendar year in July), the amount that will be paid for by the City will be calculated based on the then current number of employees in the bargaining unit. The City will then inform the Association as to what those increased costs will be so that the Association is aware of how much more the City will be spending on these benefits in the following calendar year. The City will consider these increased costs in evaluating its positions in collective bargaining.

In the event a Unit member selects a health plan which does not require the City to make a maximum contribution, then such unit member shall receive the remainder of the City contribution (up to the maximum of \$150.00 per pay period up to two pay periods per month – twenty four (24) pay periods per year) as taxable wages.

13.2 Unit Members Who Opt Out of the Health Care Benefit Contribution

Unit members who choose to opt out of receiving the Health Care Benefit Contribution (i.e., receiving any portion of the total City contribution for any of the three benefits – Medical, Dental and Vision) and who satisfy the Eligible Opt-Out Arrangement rules below shall receive one hundred and fifty dollars (\$150) (as taxable wages) per pay period (up to two (2) pay periods per month - 24 pay periods per year).

Pursuant to the Affordable Care Act (ACA) Employer Mandate “affordability” determination, an Eligible Opt-Out Arrangement requires the following for employees who opt-out of employer-provided health coverage and receive cash in lieu:

- A. Employee must provide reasonable evidence that the employee and each member of the employee’s expected tax family (individuals the employee expects to claim personal exemption deduction) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;
- B. The opt-out payment may not be made if the employer knows or has reason to know that the employee or any other member of the employee’s expected tax family does not have or will not have the alternative coverage;
 1. The evidence of alternative coverage must be provided every plan year to which the eligible opt-out arrangement applies; and
 2. The reasonable evidence will be an attestation signed by the employee, attesting to the above, and must be provided no earlier than a reasonable period of time before each plan year begins.

13.3 Dental Benefits

City agrees to continue dental benefits at level(s) existing under the current Plans. Although it is possible that the carriers could change, the levels of benefits through new carriers will be equivalent.

13.4 Life Insurance

Unit Members will receive \$50,000.00 term life insurance coverage and \$50,000.00 accidental death and dismemberment (AD&D) coverage.

13.5 Vision Benefits

City agrees to provide Vision Coverage at the benefit level(s) existing as of the date this MOU is executed. Although it is possible that the carriers could change, the levels of benefits through new carriers will be equivalent.

13.6 Domestic Partner Coverage

Domestic partners may register with the Secretary of State and be eligible to enroll in a CalPERS health plan. The law requires the following actions for a domestic partner to be enrolled in a CalPERS health benefits plan: First, the Secretary must register the domestic partnership, and provide a Declaration of Domestic Partnership to the domestic partners.

The CalPERS enrollee must provide a copy of the Declaration of Domestic Partnership and a signed Statement of Financial Liability (PERS form) to City. CalPERS will use the same enrollment policies for domestic partnerships as currently used for traditional marriages.

Domestic partner enrollment documents submitted within 60 days of the domestic partner registration will provide health benefit coverage effective on the first day of the month following the month in which the employer received the enrollment document.

13.7 Short Term Disability

Employees are required to enroll in the short-term disability insurance plan and pay for the benefit by making premium payments through a payroll deduction.

13.8 Long Term Disability

Long Term Disability shall continue to be provided by the City at the benefit level(s) existing as of the date this MOU is executed. Although it is possible that the carriers could change, the levels of benefits through new carriers will be equivalent.

ARTICLE 14, HEALTH INSURANCE FOR RETIREES

Retiree medical insurance is provided through CalPERS pursuant to PEMHCA.

The City has two tiers (including three qualifying levels within Tier I) for the provision of retiree medical insurance. The provision of retiree medical insurance is provided by providing all retired annuitants (i.e., retirees under PEMHCA) a benefit equal to that received by covered unit members (the CalPERS statutory minimum).

For unit members, (as addressed above in Article 13) the provision of additional money

for medical insurance (i.e., in addition to the statutory minimum) is provided through a cafeteria plan, which the parties have called the "Health Care Benefit Plan." For Tier I retirees with at least twenty (20) years of continuous service with the City, in addition to the CalPERS statutory minimum, additional money for retiree medical insurance will be provided pursuant to a Health Reimbursement Account (HRA) which has been established by the City through a third party vendor who administers the Account. The members pay for their chosen retiree medical insurance through a deduction from their retirement payment from CalPERS. The third party vendor then disburses the below described HRA benefit to each retiree as the retiree directs. The benefits provided by the HRA are as follows:

A. Tier I – Level 1 – Retirees Who Were First Employed Before September 7, 2005 And Who Have At Least 25 Years of Continuous Service With the City:

These individuals will receive a dollar amount through the HRA which will equal the City's contribution for medical insurance up to two-party coverage (i.e., a single party will only be provided single party coverage) as described above under the provision of retiree medical insurance (i.e., the member's maximum benefit is tied to the plan chosen by the member at the time the member leaves active service unless the member chooses a less costly plan in retirement and then it is tied to that plan because the employee cannot be reimbursed for more than 100% of the cost of the plan) for employees minus the particular calendar year's CalPERS statutory minimum amount. If a member chooses a more costly plan as a retiree, they will have additional out-of-pocket medical expenses.

If a member chooses a more costly health plan prior to retirement, they must have chosen the plan at least one year prior to retirement or the health plan used for determining the maximum benefit under the HRA will be the plan previously chosen.

B. Tier I – Level 2 – Retirees Who Were First Employed Before September 7, 2005 And Who Have At Least 20 Years Of Continuous Service With the City:

These individuals will receive a dollar amount through the HRA which will equal seventy-five percent (75%) of the City's contribution for medical insurance up to two-party coverage (i.e., a single party will only be provided single party coverage) as described above under the provision of retiree medical insurance (i.e., the member's maximum benefit is tied to the plan at the time the member leaves active service unless the member chooses a less costly plan in retirement and then it is tied to that plan because the employee cannot be reimbursed for more than 100% of the cost of the plan) for members minus the particular calendar year's CalPERS statutory minimum amount. If a member chooses a more costly plan as a retiree, they will have additional out-of-pocket medical expenses.

If a member chooses a more costly health plan prior to retirement, they must have chosen the plan at least one year prior to retirement or the health plan used for determining the maximum benefit under the HRA will be the plan previously chosen.

C. Tier I – Level 3 – Retirees Who Were First Employed Before September 7, 2005 But Who Have Less than 20 Years Of Continuous Service With the City:

These individuals will not receive any additional contribution through the HRA. They will receive the CalPERS statutory minimum amount towards their chosen retiree medical benefit.

1. Service Credit for Health Insurance For Retirees in Tier 1

Members in Tier 1 shall be eligible for two years of service credit for the purpose of being eligible for retiree health insurance (e.g., an employee with 18 years of continuous service will be eligible for the benefits available to those with 20 years of continuous service) if in the month of June the member makes an irrevocable offer to retire (which will be immediately accepted by the City) by no earlier than ninety (90) days from the date of notice or later than December 31 of that same calendar year. The additional two (2) years of service credit will sunset on December 31, 2028.

D. Tier II – Members First Hired on September 7, 2005 Or Later:

In addition to being provided the CalPERS statutory minimum for retiree medical insurance once retiring, these individuals, while employed, will receive one-hundred dollars (\$100.00) per month (placed into a retiree health savings (RHS) account by the City. The City will pay the administrative costs of this account.

All Retirees will be required to comply with any of the requirements of CalPERS as provided by PEMHCA. This may include, but not be limited to, enrolling in Medicare when age appropriate and becoming eligible to receive Medicare. The City will not pay for the cost of Medicare enrollment, as it will continue to pay the CalPERS statutory minimum for all retired annuitants.

ARTICLE 15, RETIREMENT

15.1 Retirement Formula

Unit members (and not “new members as defined by the Public Employees’ Pension Reform Act of 2013 - PEPR) hired prior to December 24, 2012 are covered by the 2.7% @ 55 formula provided for by the Public Employees’ Retirement Law at Government Code section 21354.5. These employees’ retirement will be calculated pursuant to the optional benefit (in the City’s contract with CalPERS) of single highest twelve month period.

Unit members (and not “new members as defined by the Public Employees’ Pension Reform Act of 2013 - PEPR) hired after December 24, 2012 are covered by the 2% @ 60 formula provided for by the Public Employees’ Retirement Law at Government Code section 21353.3. These employees’ retirement will be calculated per the three year average final compensation per Government Code 20037.

Unit members who are defined as “new members” under the PEPR, are covered by the 2% @ 62 formula provided for by the PEPR at Government Code section 7522.20(a). These employees’ retirement will be calculated per the three year average final compensation as provided for by the PEPR per Government Code section 7522.32(a).

15.2 Employee Contributions to the Retirement System

Employees subject to the 2.7%@55 Formula:

These Unit members shall pay their eight percent (8%) member contribution.

Employees subject to the 2% @ 60 Formula:

These employees pay the seven percent (7%) member contribution.

Employees subject to the 2% @ 62 Formula – “New Members” as defined by PEPRA:

These employees shall pay the statutorily mandated employee contribution rate of one half of the total normal cost as determined by CalPERS in their annual valuation.

15.3 Adoption of IRS Code Section 414(h)(2) Resolution

The City has adopted the CalPERS resolution in accordance with and as permitted by IRS Code section 414(h)(2) to ensure that the employees' payment (i.e., “pick up” as that term is used in section 414(h)(2)) of their employee contribution is made on a pre-tax basis.

15.4 Optional Benefits

- A. The City contracts with CalPERS for the following optional benefits:
- B. Pre-retirement death benefits to continue after remarriage of survivor – Government Code section 21551
- C. Death Benefit – Government Code section 21620
- D. Post Retirement Survivor Allowance – Government Code sections 21624/26/28 and 21635
- E. 1959 Survivor Benefit Level 4– Government Code section 21574. Employees pay the employee premium for this benefit.
- F. Military Reallocation Credit - Government Code section 21024
- G. Final Compensation Period One Year - Government Code section 20042 for classic members
- H. 2% Cost of Living Allowance - Government Code section 21329
- I. Prior Service - Government Code section 20055

ARTICLE 16, EDUCATION REIMBURSEMENT

Employees in good standing who hold regular appointments in the City Service shall be eligible for educational reimbursement. Courses must be from a college or university

accredited by either the Council for Higher Education Accreditation (“CHEA”) or the U.S. Department of Education (“USDE”). No Unit member shall receive more than \$1,500/fiscal year through the Educational Reimbursement Program.

ARTICLE 17, EMPLOYEE SERVICE AWARDS

The Service Awards program will be continued for Unit members.

ARTICLE 18, CELL PHONES

- A. The decision as to which employees in MAPS need to have/use a cell phone for work shall remain within the discretion of the City Manager.
- B. The City retains the discretion to remove the cell phone at any time if it determines the employee does not need to use a cell phone for the position.

WORK HOURS / LEAVE

ARTICLE 19, WORK SCHEDULE

All unit members shall be assigned to work a 4/10 work schedule; four consecutive work days followed by three consecutive days off. If an employee is working a 4/10 schedule and the City desires to change the work schedule to a different work schedule, including 5/8 work schedule, the City will request to meet and confer with the Association who agrees will promptly meet and confer with the City.

A unit member scheduled to work a 4/10 work schedule may request to work a four day – nine hour work schedule (4/9). Such a request is subject to Department Head approval and once granted, may be revoked at any time. A decision to deny a request for such a work schedule is not subject to challenge or grievance. The Department Head has total discretion as to whether to grant a request for such work schedule and whether the schedule should continue. The parties agree that City Hall will remain closed on Fridays.

If the Executive Director of the Palm Springs International Airport desires to change a member's schedule due to changes in flight schedules, the Association agrees that it will meet with the City as soon as possible to address the issue.

Employees are required to take a meal period of at least thirty (30) minutes. The meal period cannot be taken to shorten an employee's work day at the beginning or end of their shift.

ARTICLE 20, ANNUAL LEAVE

20.1 Conversion and Definition

Annual leave shall be defined as any approved absence with pay from regularly scheduled work for any purpose that are not properly chargeable to some other category of leave. Annual leave shall substitute for either vacation or sick leave.

20.2 Maximum Accrual and Minimum Usage

There shall be a maximum accrual of 712 annual leave hours for employees.

20.3 Annual Leave Cash-Out

By December 15 of each year, unit members may make an irrevocable election to cash out up to the maximum number of hours of annual leave which they can accrue per year which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the annual leave they irrevocably elected to cash out in either two (2) separate increments of up to half their annual accrual cap (i.e., for those who accrue 20.67 hours per month - 248 hours per year, 124 hours each) or one (1) increment of up the maximum they can accrue in a year.

The member would be paid one half of what they irrevocably elect to cash out hours on both the second pay day in July and the second pay day on November or the employee

can elect to be paid their full amount they elected to cash out on the second pay day in November. However, if the member's annual leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the member will receive cash for the amount of leave the member has accrued at the time of the cash out.

If a member makes an irrevocable election to cash out annual leave in the following calendar year and uses annual leave in that subsequent year, the annual leave used will come from annual leave the member had earned prior to January 1 of the year the employee has elected to cash out annual leave. This is to ensure that assuming a member had an annual leave balance prior to January 1, the annual leave used will not result in a reduction in the amount of annual leave the member will be eligible to cash out.

In addition to the above, a member shall have the option of converting accrued and vested annual leave to their deferred compensation account on both the second pay day in July and the second pay day in November.

20.4 Cash Out of Annual Leave at Separation

Upon separation, an employee shall be paid for their accrued and vested annual leave at their current salary rate as well as those pays set forth in Article 10 that an employee may receive (i.e., Education, Notary and/or Bilingual Pay). The payment of the annual leave shall be paid at the next regularly scheduled pay-day after separation.

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.

20.5 Eligible To Use

Unit members shall be eligible to use annual leave as it is accrued. Unless an employee is on a statutorily protected leave (such as FMLA/CFRA or PDL) an employee shall not be permitted to go on a leave without pay until they exhaust all accrued annual leave.

20.6. Accrual Rates

Unit members shall accrue and vest annual leave on a monthly basis in accordance with the following schedule:

Years of Service	Hours Accrued & Vested Monthly
0 through 5	16
6 through 10	18
11 and after	20.67

Annual leave shall begin to accrue on the first day of the month following employment with the City.

20.7 Less than full-time employees

Less than full-time employees will accrue and vest annual leave on a pro-rated basis

based on their allocated full time equivalent.

ARTICLE 21, HOLIDAYS

21.1 City Holidays

Employees shall be entitled to the following paid holidays if they were in paid status for the entire day the day before and the day after the holiday, (i.e., either the employee worked or was absent using paid leave for the entire day on such workdays):

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Indigenous Peoples' Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day After Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
One Additional Holiday earned into the Holiday Bank on January 1	

21.2 Hours Earned For Each Holiday

Employees regularly scheduled to work ten (10) hours per day earn ten (10) hours for each holiday. Employees regularly scheduled to work eight (8) hours per day earn eight (8) hours for each holiday. These employees will also accrue two (2) hours of Annual Leave (for a total of twenty-four (24) hours per calendar year) for each holiday including when the holiday bank is used.

All full-time employees accrue ten (10) hours to their holiday leave bank for each observed holiday. An employee who is regularly scheduled to work less than 40 hours per week shall receive a pro-rated number of hours of holiday leave. Part-time employees will accrue a holiday based on the following: 1.0 allocated FTE = 10 hours, .75 allocated FTE = 7.5 hours, .5 allocated FTE = 5.0 hours and any other allocated FTE percentage shall accrue a pro-rata number of hours based on a factor of one hour for each .1 allocated FTE.

21.3 How City Holidays Are Observed By Employees

For holidays occurring on a Friday or Saturday (i.e., years when July 4, Veterans' Day, Christmas Eve, Christmas Day or New Year's Day fall on a Friday or Saturday and every year for the day after Thanksgiving) they will not move to the prior open business day (e.g., the Thursday before or the Wednesday before Thanksgiving). These holiday hours will be placed in each employee's holiday bank.

If Juneteenth, July 4, Veterans' Day, Christmas Eve, Christmas Day or New Year's Day fall on a Sunday, the holiday will be observed as a day off on the following Monday. If

Christmas Eve falls on a Sunday, the hours will be placed in each employee's holiday bank.

21.3.1 Working on Observed Holidays

If an employee is required by their supervisor to work on an observed holiday, 10 hours (pro-rated for part-time employees) will be credited to the employee's holiday leave bank.

If an observed holiday occurs on a regularly scheduled workday and the employee is not required to work, the employee will be paid 10 hours (pro-rated for part-time employees) of holiday pay to create a full work week.

For employees who are required to work on the actual day of a holiday, they shall receive time and one half for each hour worked on that day.

21.4 Holiday Bank

All holiday hours (i.e., whenever an employee does not take the day off on a holiday and earns time rather than the day off) shall be placed in a holiday bank for use by employees during the calendar year. Any hours in an employee's holiday bank on the last pay day of the calendar year shall be paid to the employee. If an employee leaves City employment, any hours in the holiday bank at the time of termination will be paid to the employee.

In calendar year 2023, the first holiday to which the holiday bank will apply is July 4, 2023. Employees with leave in the floating holiday bank as of the beginning of this 2023-2026 MOU, will have until December 31, 2023 to use any such hours. Those hours will no longer be available starting in 2024.

Employees must request to use holiday leave just like they would request to use Annual Leave. Approval of holiday leave shall not be unreasonably withheld.

ARTICLE 22, BEREAVEMENT LEAVE

Unit members shall be granted three (3) scheduled workdays in the event of a death in the "immediate family" of an employee. Immediate family is defined as any relative by blood or marriage who is a member of the employee's household, or any parent, grandparent, stepparent, spouse, domestic partner, child, grandchild, sibling of the employee, or any parent, grandparent or stepparent of the employee's spouse or domestic partner, regardless of residence.

Effective January 1, 2023, employees who have been with the City for at least thirty (30) days before the leave commences shall receive additional leave up to two (2) days without pay, in any one (1) instance (which must be used within three (3) months from the date of death and which days do not need to be taken consecutively), for bereavement leave related to the death of an immediate family member. Employees may use any accrued annual leave or compensatory time that is otherwise available to the employee for this purpose.

EMPLOYER / EMPLOYEE RELATIONS

ARTICLE 23, DRUG POLICY/DRUG SCREENING

The parties agree that their drug and alcohol policy is set forth in Appendix A to this MOU.

ARTICLE 24, LAYOFF

Unit members who are laid off and decline the opportunity to bump or are not eligible to bump will receive two months of regular wages upon layoff. It is the intent of the City to provide six months of medical coverage at the same level of employee contribution that was in effect upon the day of layoff. The City will pay one month's premium directly to CalPERS, and provide the employee with a check for the additional five (5) months' premiums.

ARTICLE 25, PAYROLL DEDUCTION - ASSOCIATION MEMBERSHIP

City will provide payroll deduction on request of MAPS for dues, assessments, and other deductions authorized by MAPS. Remittance will be bi-weekly to MAPS's treasurer.

ARTICLE 26, MEETINGS

26.1

MAPS may conduct a Board of Directors meeting once each month during the workday, not to exceed two (2) hours.

26.2

MAPS may conduct one (1) meeting per quarter with all members of MAPS released at 11:30 A.M. and required to return to their work assignment no later than 1:30 P.M.

ARTICLE 27, ASSOCIATION TIME BANK

Unit members shall be permitted voluntarily to donate leave time (annual leave or compensatory time off) to a MAPS Time Bank. The Time Bank shall contain a maximum of forty (40) hours at any given time available to officers of MAPS to conduct Association business. Requests for use of banked hours shall require a request from the President of MAPS on MAPS letterhead authorizing use of Banked Time. The use of the banked time must first be approved by the employee's immediate supervisor and the City agrees that the use of the time will not be unreasonably denied. In addition, MAPS will provide a report to the Human Resources Department upon request (up to twice a year) of the use of these hours in the previous year.

ARTICLE 28, STRIKES AND WORK STOPPAGES

28.1 Prohibited Conduct

MAPS, its officers, agents, representatives and/or members agree that they will not cause or condone any strike, walkout, slowdown, sick out, or any other job action by withholding

or refusing to perform services.

Any Unit member who participates in any prohibited conduct listed above shall be subject to suspension, demotion, or dismissal by City. In addition to any other lawful remedies or disciplinary actions available to City, if MAPS fails, in good faith, to perform all responsibilities listed below as Association Responsibility, City may suspend any and all rights and privileges accorded to MAPS in this MOU, including but not limited to suspension of the Grievance Procedure and Dues Deduction.

28.2 Association Responsibility

In the event that MAPS, its officers, agents, representatives, or Unit members engage in any Prohibited Conduct, MAPS shall immediately instruct any 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 Section 29.1 and return to work.

ARTICLE 29, GRIEVANCE PROCEDURE

29.1 Definition of Grievance

- A. A "Grievance" is a dispute of one or more employees or a dispute between one or more employees involving the interpretation, application or enforcement of the provisions of the MOU, or of the Personnel Rules and Regulations that are within the statutory scope of representation, and for which there is no specific method of review provided by federal, State or local law. A grievance may also be filed by the Association.
- B. A grievance is also a claim by a Unit member that a letter of reprimand was issued to them was not properly issued.
- C. Reviews of allocations or reallocations of positions as described in Personnel Rule 4.3.3 or reviews of examination ratings as described Personnel Rule 7.7 are excluded from the grievance procedure. Allegations of harassment, discrimination or retaliation are also excluded from the grievance procedure as they are addressed by a separate procedure.
- D. Release of members during an initial probationary period after hire, reinstatement, or reemployment is not subject to the grievance procedure.

29.2 Time Limits and Waivers

- A. Working Days - For purposes of the Grievance Procedure, working days, further referred to as "days", are defined as the period from 8 a.m. to 6 p.m. City Hall working days, currently Monday-Thursday, excluding holidays.
- B. Initiation - A Unit member must initiate the grievance within fifteen (15) working days of the occurrence of the event giving rise to the grievance or within fifteen (15) days after the grievant should, with reasonable diligence, have had knowledge of such occurrence, whichever is later.

- C. Management Reply - Failure by management to reply to the member's grievance within the time limits specified under the grievance procedure shall automatically grant the employee the right to process the grievance to the next level of review.
- D. Failure to Submit to Next Level - If a Unit member fails to submit from one level to the next level within the time limits and in the manner provided under the grievance procedure, the grievance shall not be subject to further consideration and will be deemed resolved.
- E. Waiver by Mutual Agreement - Any level of review or any time limits established in the procedure may be waived or extended by mutual agreement between the Unit member and management, which must be confirmed in writing.
- F. Outside of Authority - If the supervisor, manager, or department head designated by the grievance procedure below to receive the grievance determines that they do not have the authority to resolve it, that supervisor, manager, or department head, shall so inform the grievant and forward the grievance to the next higher level of supervision with authority to resolve it, if applicable, or advise the grievant in writing they may continue to the next level in the process.

29.3 Informal Resolution

- A. The responsibility of a Unit member with grievance is to promptly inform and discuss the grievance with the department supervisor or designee in order to, in good faith, endeavor to resolve the matter expeditiously and informally. If the grievance is filed by the Association, it does not need to follow the informal resolution process. It can file a written grievance per Article 29.4 with a manager who works in the department to which the grievance relates.
- B. If such informal discussion does not resolve the grievance to the Unit member's satisfaction, such member may file a formal grievance in accordance with the procedure set forth in this section.

29.4 Procedure

- A. The Unit member shall provide the grievance in writing, with signature and date, and submit it to their immediate supervisor within fifteen (15) days of the initial commencement of the occurrence being grieved. The supervisor shall further consider and discuss the grievance with the Unit member and such employee's designated representative as deemed appropriate, and shall, within fifteen (15) days of having received the written grievance, submit a response thereto in writing to the employee and the member's representative, if applicable.
- B. If the written response of the immediate supervisor does not result in a resolution of the grievance, the Unit member may further submit the grievance, by presenting a written request, with date and signature, to the Unit member's department head within seven (7) days of the Unit member's receipt of the supervisor's response. The department head may investigate the grievance and may set a meeting with the Unit member, member's designated representative, and other persons as deemed

appropriate to consider the grievance. Within thirty (30) days of receipt of the grievance by the department head, the department head shall submit a response to the grievance to the Unit member and their representative, if applicable.

- C. If the response by the department director, does not result in a resolution of the grievance, the Unit member may further submit the grievance, by presenting a written request, with date and signature to the Human Resources Director, for submission to the City Manager, within seven (7) days of the unit member's receipt of the department head's response. The City Manager or designated representative may set a meeting with the Unit member, their designated representative, and other persons as deemed appropriate, to consider the grievance. Within thirty (30) days of receipt of the grievance the City Manager or designated representative shall submit a response to the Unit member and their representative, if applicable. The decision of the City Manager is final and binding.
- D. This grievance procedure is the sole and exclusive method for alleging a violation, misinterpretation or misapplication of any provision of this MOU or Personnel Rules.

ARTICLE 30, DISCIPLINE

The disciplinary appeals process is as follows:

Although probationary employees may be rejected from probation for any lawful reason, once an employee passes their probationary period, they shall only be subjected to discipline resulting in the loss of pay (defined as termination, demotion, suspension, or reduction in pay) if the City can support its position by a preponderance of the evidence. Such disciplinary action will be subject to the pre-action process described in paragraph A below and the disciplinary appeal procedure in paragraph B below.

Written reprimands and counseling memos are not subject to the pre-action process and may not be appealed. However, a member may submit a written response (within 30 calendar days of receipt of the document) to receiving any of these documents. The member's response shall be attached to the document in the member's personnel file.

- A. Pre-Action Due Process for Discipline Resulting in Loss of Pay (Termination, Demotion, Suspension, Reduction in Pay)
 - 1. Prior to being subject to any discipline that results in the loss of pay, a member will first be served with a notice of intent to discipline by their supervisor, manager or department head. This document will set forth the grounds for discipline, the facts supporting the grounds and all evidence to which the member is entitled by law. The notice of intent to discipline will also advise the member of any prior discipline which the City representative issuing the notice believes is relevant to the current discipline. In addition, the notice of intent will advise the member of their right to respond to the proposed discipline either in writing or orally at a meeting. If the member does not respond within the time limits, the discipline will be imposed.
 - 2. If the member chooses to respond in writing, they must insure their response is

- received by the representative who issued the notice of intent to discipline within seven (7) calendar days of receiving the notice of intent to discipline. If the member wishes to respond orally, they must call or write the City representative who issued the notice of intent to discipline within seven (7) calendar days of receiving the notice of intent to discipline informing the representative that they wish to have an oral response. The City representative will advise the member when the meeting (known as a *Skelly* meeting) will take place.
3. At the *Skelly* meeting (assuming the member wants to respond orally) the member has the right to be represented. The *Skelly* meeting is not a hearing. It is an opportunity for the member and/or their representative to respond to the notice of intent to discipline. The member may be represented at the *Skelly* meeting by a representative of their choice.
 4. The City representative who will hear the response may or may not be the person who issued the notice of intent to discipline. The decision will either be to impose the proposed discipline, impose no discipline or to impose a lesser discipline. The City representative hearing the response does not have authority to impose discipline that is greater than that which was proposed.
 5. If the discipline is imposed or if it is reduced but there is still some discipline imposed, the City representative shall issue a notice of discipline. Like the notice of intent, the notice of discipline shall set forth the grounds, and facts supporting the discipline as well as any prior discipline relied on by the City representative in imposing the discipline. The notice of discipline will also set forth the member's appeal rights advising the member that if they wish to appeal the discipline, they must do so in writing by serving a notice of appeal to the Human Resources Director within ten (10) calendar days.
 6. The Notice of Discipline will set forth the effective date of the discipline.

B. Appeals Procedure

1. If an appeal of a dismissal, suspension, demotion or reduction in salary is filed with the Director of Human Resources within ten (10) days of receipt of a written notice of discipline, this process will be used which includes the use of a hearing officer.
2. The City and the member or the member's representative may agree on the hearing officer. If they cannot agree, the hearing officer shall be chosen from a panel of seven (7) hearing officers from a list provided State Mediation and Conciliation Service. The parties shall alternately strike names until one hearing officer remains. The parties shall flip a coin with the winner of the coin flip getting to choose whether to strike the first name or the second name. Names will be struck until the hearing officer is selected.
3. The hearing officer shall submit an advisory decision setting forth findings, conclusions, and recommendations to the City Council.

C. Hearings

1. The hearing shall commence no more than ninety (90) calendar days from the date the hearing officer is selected provided that the parties may agree to a longer period to commence the hearing.
2. All disciplinary hearings shall be closed to the public unless the affected employee requests that the hearing be open to the public.
3. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission and exclusion of evidence.
4. Each party shall have these rights: to be represented by legal counsel or other person of their choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses; to impeach any witness regardless of which party first called the witness to testify; and to rebut the evidence against them. If the employee appealing the discipline does not testify on their own behalf, they may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing. The cost of the reporter will be split between the City and the Association.
5. The hearing shall proceed in the following order, unless the hearing otherwise directs:
 - a. Opening statements shall be permitted with the City proceeding first.
 - b. The City shall proceed first in the hearing. If witnesses are called, the opposing party shall have the right to cross-examine the witnesses on any matter relevant to the issues, even though that matter was not covered on direct examination.
 - c. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason permits them to offer evidence upon their original case.
 - d. Closing arguments and written briefs shall be permitted.
 - e. The hearing officer shall determine the relevancy, weight, and credibility of

testimony and evidence. The hearing officer shall base findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, for good cause, otherwise directs. The hearing officer, prior to or during a hearing, may grant a continuance for any reason believed to be important to reaching a fair and proper decision.

- f. The hearing officer may recommend sustaining, rejecting or modifying the disciplinary action.
6. The hearing officer's findings, conclusion and recommendations shall be filed with the Director of Human Resources, who will forward them to the City Manager who then forward to the City Council. The City Council, in its sole discretion, may hear limited oral arguments and/or request written statements from either party on the hearing officer's advisory decision. The City Council shall inform the employee appealing the discipline of its decision regarding the appeal within sixty (60) calendar days of the receipt of the hearing officer's report. However, the City Council may extend the time to issue its decision beyond the sixty (60) calendar day period if it believes it is necessary. The decision of the City Council regarding the appeal shall be the final step in the administrative appeal process. However, any disciplinary action is deemed final as of the effective date. Copies of the City Council's decision, including the hearing officer's report shall be filed where appropriate, including the member's personnel file. The City Council's decision is subject to review by a superior court pursuant to Code of Civil Procedure Section 1094.6.
7. Subpoenas and subpoenas *duces tecum* pertaining to the hearing shall be issued at the request of either party, not less than ten (10) calendar days prior to the commencement of the hearing; after commencement, subpoenas shall be issued only at the discretion of the hearing officer.
8. The time limits specified at any step in this procedure may be extended or reduced by written agreement of the employee or representative and the representative for the City.
9. Member or their representative and the representative for the City.

ARTICLE 31, WAIVER OF FURTHER BARGAINING

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, 2026.

APPENDIX A – DRUG AND ALCOHOL POLICY

The parties have a vital mutual 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 also to co-workers and the citizens of Palm Springs. The possession, use or sale of an illegal drug, marijuana 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 standby.

MAPS, City, and Unit members recognize that their future is dependent on the physical and psychological well-being of all employees. MAPS, City, and Unit members 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 Policy is to define the City's drug and alcohol policy as well as the possible consequences of a policy violation.

Section 1

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

Section 2

When reasonable suspicion exists, the City may require a Unit member 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 the job safely is reduced.

Section 3

Any manager or supervisor requesting that a Unit member 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 Unit member of the right to representation. Such member shall be given an opportunity to provide additional facts. A Unit member 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.

Any 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.

Section 4

The supervisor, or designee, shall transport the suspected Unit member to the testing facility. Testing shall occur on City time and be paid for by the City. 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.

Section 5

Any positive test for alcohol or drugs will be confirmed by a scientifically sound method. Any Unit member who tests positive on a confirmatory test will be given the opportunity to discuss the results with a physician to be designated by 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 they so choose, a positive test result.

Section 6

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 a Unit member's performance. Such member shall notify the member's supervisor, before beginning work, when taking such medications or drugs. In the event there is a question regarding such member'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 such member home on Annual Leave under these circumstances.

Section 7

Unit members 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 a member with complete confidentiality and without adverse consequences to employment. Unit members should be aware, however, that a request for assistance through the EAP will not insulate such member 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, City will refer such member to the EAP. Such referral shall be made available to such member as an alternative to disciplinary action. Referral would be subject to agreement by such member to enroll, participate in and successfully complete rehabilitation and/or counseling program and other terms and conditions in a "Last Chance Agreement".

APPENDIX B – MAPS CLASSIFICATIONS AND FLSA EXEMPTION STATUS

Position	FLSA Exemption	
Account Technician, Senior	Exempt	Administrative
Accountant	Exempt	Professional
Accounting Manager	Exempt	Executive
Account Technician, Senior	Exempt	Administrative
Administrative Coordinator	Exempt	Administrative
Administrative Secretary	Exempt	Administrative
Administrative Specialist	Exempt	Administrative
Airport Administration Manager	Exempt	Executive
Airport Operations Manager	Exempt	Executive
Airport Operations Supervisor	Exempt	Executive
Airport Safety Management Systems Manager	Exempt	Executive
Airport Security Coordinator	Exempt	Administrative
Airport Security Supervisor	Exempt	Executive
Aquatics Manager	Non-Exempt	N/A
Aquatics Supervisor	Non-Exempt	N/A
Assistant Planner	Non-Exempt	N/A
Associate Planner	Non-Exempt	N/A
Aviation Planner	Non-Exempt	N/A
Audit & Revenue Supervisor	Exempt	Executive
Auditor	Exempt	Professional
Budget Analyst	Exempt	Administrative
Budget Manager	Exempt	Executive
Building Inspector Supervisor	Exempt	Executive
Business Systems Analyst	Exempt	Computer
Central Business District Administrator	Exempt	Administrative
Chief Deputy City Clerk	Exempt	Executive
Civil Engineer, Associate	Exempt	Professional
Civil Engineer, Senior	Exempt	Professional
Climate Action and Sustainability Specialist	Exempt	Administrative
Code Compliance Supervisor	Non-Exempt	NA
Community Center Manager	Exempt	Executive
Community Development Administrator	Exempt	Administrative
Deputy City Clerk	Non-Exempt	N/A
Deputy Director of Aviation – Marketing	Exempt	Professional
Deputy Director of Maintenance & Facilities	Exempt	Executive
Dispatcher Supervisor	Non-Exempt	N/A
Emergency Management Coordinator	Exempt	Administrative
Engineering Assistant	Non-Exempt	N/A
Engineering Assistant, Senior	Exempt	Administrative
Engineering Associate	Exempt	Professional
Fire Marshal	Exempt	Executive
Fleet Maintenance Manager	Exempt	Executive
GIS Analyst	Exempt	Professional
Homeless Outreach Coordinator	Exempt	Administrative
Housing Services Administrator	Exempt	Administrative
Human Resources Specialist	Exempt	Administrative
Human Resources Specialist, Senior	Exempt	Administrative
Information Technology Analyst	Exempt	Computer

Information Technology Network Engineer	Exempt	Computer
Librarian	Exempt	Professional
Library & Public Services Manager	Exempt	Executive
Library Operations & Collections Manager	Exempt	Executive
Maintenance Superintendent	Exempt	Executive
Maintenance Supervisor	Exempt	Executive
Marketing and Communications Specialist	Non-Exempt	Professional
Network Administrator	Exempt	Computer
Parks and Recreation Manager	Exempt	Executive
Payroll Coordinator	Exempt	Administrative
Plans Examiner Supervisor	Exempt	Executive
Police Services Supervisor	Non-Exempt	N/A
Police Services Manager	Exempt	Executive
Principal Engineer	Exempt	Executive
Principal Planner	Exempt	Professional
Project Manager	Exempt	Administrative
Procurement & Contracting Manager	Exempt	Executive
Procurement Specialist I	Exempt	Administrative
Procurement Specialist II	Exempt	Administrative
Public Works Inspector, Senior	Non-Exempt	N/A
Recreation Supervisor	Non-Exempt	N/A
Redevelopment Coordinator	Exempt	Administrative
Special Events Manager	Exempt	Administrative
Street Maintenance Manager	Exempt	Executive

MANAGEMENT ASSOCIATION OF PALM SPRINGS REPRESENTATIVE

Date: _____

By: _____
MAPS President Signature

By: _____
MAPS Vice President Signature

CITY OF PALM SPRINGS

Date: _____

By: _____
City Manager

By: _____
Labor Attorney

Attest:

By: _____
City Clerk

By: _____
Director of Human Resources

Approved to form:

By: _____
City Attorney

Council Approval:
