

PUBLIC EMPLOYEES ASSOCIATION OF PALM SPRINGS



MEMORANDUM OF UNDERSTANDING

JULY 1, 2023 – JUNE 30, 2026

The Public Employees Association of Palm Springs
Memorandum of Understanding
July 1, 2023 – June 30, 2026

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF PALM SPRINGS
AND THE PUBLIC EMPLOYEES ASSOCIATION OF PALM SPRINGS
JULY 1, 2023 - JUNE 30, 2026**

GENERAL PROVISIONS

ARTICLE 1, TERM

PEAPS and the CITY agree as follows:

This MOU shall be for the period commencing July 1, 2023 and terminating at 11:59 p.m. on, June 30, 2026; provided, however, that specific sections of this MOU may have later effective dates as specified herein.

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 ("MOU") is entered into with reference to the following facts:

- A. The Public Employees Association of Palm Springs (PEAPS) is the recognized employee organization for employees it represents employed by the City within the General Unit (herein called "Employees") set forth In Exhibit B.
- B. The Public Employees Association of Palm Springs (PEAPS) and the City have met and conferred in good faith on wages, hours, and other terms and conditions of employment for the employees in the bargaining unit represented by PEAPS and have reached agreements which are set forth in this MOU.

ARTICLE 3, 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be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable laws and regulations, and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.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 4, MAINTENANCE OF BENEFITS

The status of all existing benefits and conditions of employment now enjoyed by the employees in the Unit represented by PEAPS shall not be deemed to be affected by this MOU, except as specifically modified by provisions hereof or by actions taken in the implementation hereof. All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the City and the Association.

COMPENSATION/OTHER PAY

ARTICLE 5, 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.

The City will conduct a compensation survey of bargaining unit positions and provide a copy to the Association by January 31, 2026.

ARTICLE 6, SALARY ADVANCEMENT ELIGIBILITY

Employees shall be advanced one-step on the salary schedule effective on each employee's anniversary date, provided the employee'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 employee reaches the top step of the range. Any unpaid leave of absence in excess of twenty (20) consecutive days will extend an employee's anniversary date by the length of such leave.

ARTICLE 7, OVERTIME AND COMPENSATORY TIME

7.1 Overtime

Employees shall not work overtime unless authorized in advance to do so by the department head, or appropriate authorized supervisor.

Employees are eligible to receive overtime pay or bank compensatory time at the discretion of the Department Head or appropriate designee. Employees who work overtime may advise their Department Head whether their preference is to receive pay or compensatory time, but the Department Head has the ultimate discretion to make that decision. However, Department Heads must exercise that discretion in a manner that does not preclude the accrual of compensatory time off.

A supervisor qualified to perform the work may also sign up for overtime if a PEAPS employee is not available.

Employees will be permitted to trade overtime shifts with their colleagues.

Employees shall be compensated for overtime worked at a rate of 50% above the employee's rate of pay for the work performed in excess of forty (40) hours per workweek. Paid leave counts as hours worked for purposes of calculating eligibility for overtime.

7.2 Compensatory Time

No employee shall accumulate compensatory time in excess of one hundred and ten (110) hours. An employee who has accumulated the maximum amount of compensatory time shall not be

eligible to bank compensatory time until the accumulation has been reduced to less than the maximum accumulation of one hundred and ten (110) hours and shall be paid out in the current pay period for overtime hours worked.

Employees wishing to use their accrued compensatory time off shall provide the City with reasonable notice. A request to use compensatory time off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request. If reasonable notice is provided, the request will not be denied, unless it would be unduly disruptive to grant the request. Approval of compensatory time off shall not be unreasonably withheld.

7.3 Overtime for Operations Specialists at the Palm Springs Airport

This Article applies only to the classification of Operations Specialists working at the Palm Springs Airport. Should assigning overtime become necessary (as determined by a supervisor or manager) as a result of an employee in the classification requesting to use leave (e.g., vacation) or because the employee calls in as unable to work the shift (e.g., because they are sick) the following applies:

If an employee requests to use leave in advance (with notification of seven (7) days or greater) and the manager or supervisor determines that the shift would need to be backfilled, other Operations Specialists will have the opportunity to sign up for the shift on an overtime basis and the most senior of those who sign up for the shift (assuming that based on the determination of the manager or supervisor based on all of the facts and circumstances would not cause the employee to be too fatigued). If no Operations Specialist signs up for the shift, a supervisor, at the Operations Manager's discretion, may sign up for the shift. If no Operations Specialist or supervisor signs up for the shift, the request for leave will be denied.

Attempts to fill a shift when an Operations Specialist calls off will be conducted in the following order by the supervisor:

- A. If an employee in the classification of Operations Specialist calls off (e.g., with less than seven (7) days advance notification, calls in sick or is called for jury duty) and the manager or supervisor determines that the shift would need to be backfilled as time permits, an attempt will be made to fill the shift by placing phone calls to the off-duty Operations Specialists in the order of the greatest seniority to determine if they are able to work.
- B. Additionally, supervisors may work this shift to ensure that adequate coverage for the shift is provided.
- C. If the phone calls do not cause the shift to be covered and the supervisor cannot cover the shift, the shift will be offered to the Operations Specialists who were working the shift that preceded the shift for which the employee is calling off. If such an offer does not cover the shift, the City retains the right to direct the employee on the current or off-going shift to stay and cover the shift. In addition, depending on when the City is notified that the employee who is supposed to work the shift will not be coming to work, the City may contact employees on the oncoming shift to come to work early to reduce fatigue on others and potentially split the shift.

ARTICLE 8, ACTING OUT OF CLASSIFICATION

On the second consecutive day that an employee is required to perform the majority of the duties of a higher classification ("acting out of class") the employee 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 the employee is performing out of class duties ("acting pay"). Such acting pay shall be prospective only, commencing on the third consecutive day the employee is performing the majority of the duties of the higher classification and continuing thereafter until the employee ceases performing those duties.

ARTICLE 9, STANDBY, CALL BACK AND TRAINING PAY

9.1 Standby Pay

Whenever an employee is scheduled by the department for standby duty the employee shall be paid for two (2) hours per day for standby at the employee's regular hourly rate, not subject to overtime premium. If called back to work while on standby, there is no compensation for travel.

Dispatchers and Crime Scene Technicians who are under subpoena during non-working hours shall be paid for actual court time with a minimum of four (4) hours pay for each day's appearance at the rate of time and one-half.

Employees 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 employee 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 the employee's normal commute time and any additional minimal time necessary to get ready to return to work. Standby lists shall be created monthly, when feasible, at least two weeks in advance of any standby shift. A supervisor qualified to perform the work regularly assigned to PEAPS may also be assigned to a standby shift and added to the standby list for the month. Employees will be permitted to trade stand-by shifts with their colleagues.

9.2 Call Back Pay

An employee called back to work while not on standby shall be paid both travel time (actual travel time up to a maximum of one hour) and a minimum of two (2) hours per incident, (from when the employee arrives at the work location) at one and one-half (1 1/2) times such employee's regular hourly rate.

Crime Scene Technician(s) called back to work while not on standby shall be paid both travel time (actual travel time up to a maximum of one hour) and a minimum of four (4) hours pay per incident, (from when the employee arrives at the work location) at one and one-half (1 1/2) times such employee's regular hourly rate.

9.3 Training Pay

City shall provide five percent (5%) training pay to anyone required to train new employees or an employee in a new assignment. An employee shall not receive training pay unless they are specifically asked by their supervisor to train another employee. PEAPS acknowledges and agrees that employees may ask their colleagues questions about performing their job and that does not entitle the employee to training pay and employees will not hold back from helping their colleagues with questions. Such training pay is for actual time spent training other employees. Training pay can only be provided in full-shift increments (minus any leave taken if applicable) where the employee has been assigned to train during their full day of work. Assistance provided to employees does not entitle the employee to training pay.

Training pay will be noted on the employee’s time card under “special pay” and may require a “Personnel Action Form” to be submitted, at the discretion of the City. The Supervisor/Manager of the department is responsible for approving the training pay for the employee. The employee shall not be paid training pay unless authorized in advance to do so by the department head, or appropriate authorized manager/supervisor.

ARTICLE 10, ADDITIONAL PAYS

To the extent permitted by Title 2 CCR Sections 571 and 571.1 any pays in this Article will be reported to CalPERS as special compensation. However, it is ultimately CalPERS who decides whether a pay is reportable as special compensation.

10.1 Educational Incentive Pay

Employees will be eligible to receive an additional five percent (5%) Educational Incentive Pay for a Master’s Degree from a college or university recognized as accredited by either the Council for Higher Education Accreditation (“CHEA”) or the U.S. Department of Education (“USDE”).

10.2 Certification Pay

The City agrees to provide two and one half percent (2.5%) certification pay for the following:

Certification Pay	
Building Inspectors	Intl Code Council (ICC) Building Inspector
Code Compliance Officers	CACEO
Code Compliance Officers	Intl Code Council (ICC) Property Maintenance & Housing
Fleet Maintenance Technician III & IV	California Fire Mechanic
Fire Prevention Specialist	Intl Code Council (ICC) Fire Inspector II
Permit Center Technicians	Intl Code Council (ICC) related to position
Plans Examiners	Intl Code Council (ICC) related to position
Public Work Inspectors	American Construction Inspection Association (ACIA) related to position

10.3 Notary Pay

Employees selected at the City Manager's discretion who have obtained and maintained the California Public Notary Commission through the California Secretary of State shall be entitled to premium pay of an additional five percent (5%) over their regular base salary for their services. Any employees hired on or after February 6, 2019 shall receive one hundred dollars (\$100) per month for Notary Pay.

10.4 Bilingual Pay

Employees are eligible for Bilingual Pay as provided in this section. The City Manager shall determine the language needs as well as the number of employees eligible for Bilingual Pay. In order to be

eligible for Bilingual Pay, an employee must pass an examination (and as set forth below, must recertify) demonstrating fluency in listening, writing and speaking the desired second language.

Employees hired before February 6, 2019 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. Employees will be required to take both a speaking and listening and a writing bilingual proficiency examination. These employees 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.

Employees hired on or after February 6, 2019 who become eligible for bilingual pay shall receive two hundred and fifty dollars (\$250) per month for Bilingual Pay. Employees will be required to take both a speaking and listening and a writing bilingual proficiency examination. Employees 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 employees receiving bilingual pay must pass the prescribed examinations for each skill (one for speaking and listening and the other for writing) every three years to continue to receive bilingual pay for each skill. The City will notify employees when they are required to re-test. An employee 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 employee 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 employee does not pass that recertification examination, the employee shall not be permitted to take the recertification examination for that skill until their three-year cycle to recertify has passed. The City will notify employees when they are required to re-test.

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

For any employees 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 hours later than their regular start time so that they can be present at the Council meeting to utilize their bilingual skills.

Sign language is included in the list of recognized languages.

ARTICLE 11, SUPPLEMENTAL INDUSTRIAL DISABILITY COMPENSATION

PEAPS agrees that the City will pay the difference between benefits received from the Workers'

Compensation Act and full pay (base pay) not to exceed 90 working days. When Supplemental City Industrial Disability Compensation (SCIDC) ends, the employee may make a request in writing to the Payroll Office for leave time to be used to supplement the difference between the benefits received under the Workers' Compensation Act and their regular pay.

Whenever an employee is disabled temporarily and is entitled to receive temporary disability indemnity benefit payments provided under the Workers' Compensation Act, the employee shall receive SCIDC sufficient to pay to the employee a combined total amount equal to regular base pay for the period of temporary disability, but not to exceed a total period of ninety (90) working days for any one injury or all combined injuries within one calendar year. If an employee in this situation goes on a vacation while receiving SCIDC, the employee must use vacation leave and SCIDC will stop during the vacation. The SCIDC will continue upon the employee's return from vacation.

ARTICLE 12, UNIFORM ALLOWANCE

City agrees to pay a monthly uniform allowance to each employee in the job classifications listed below, in the amounts indicated. For classifications who receive \$85 per month, the uniform allowance is to compensate for both the acquisition and maintenance of uniforms. For classifications who receive \$30 per month, the uniform allowance is to compensate for maintenance of uniforms.

Uniform Allowance			
Animal Services Officer	\$85.00	Plans Examiner II	\$30.00
Building Inspector	\$30.00	Police Records Technician	\$85.00
Code Compliance Officer	\$30.00	Police Services Officer	\$85.00
Community Services Officer	\$85.00	Airport Operations Specialist	\$30.00
Crime Scene Technician	\$30.00	Property Technician	\$30.00
Fire Prevention Specialists	\$85.00	Public Works Inspectors	\$30.00
Jail Transport Officers	\$85.00	Rangemaster	\$30.00

For employees who receive a uniform from the City, each department will determine the appropriate number of uniforms necessary for each classification.

ARTICLE 13, TOOL REIMBURSEMENT

City agrees to reimburse employees for tools purchased to perform their job for employees in the Fleet Operations Division, the Facilities Maintenance Division, Maintenance Mechanics assigned to the Parks,

Industrial Technicians, Industrial Technician Lead and Airport Maintenance Technicians. Employees must provide receipts for the purchased tools that must be related to the performance of their job. Employees in the Fleet Operations Division, the Facilities Maintenance Division, and Maintenance Mechanics assigned to the Parks may receive reimbursement up to fifteen hundred (\$1,500) per calendar year. Receipts for tool reimbursement must be submitted within the calendar year in which the tools are purchased. The reimbursement will be made through each employee's department accounts payable.

ARTICLE 14, MILEAGE REIMBURSEMENT

PEAPS and City agree that employees shall receive mileage reimbursement in accordance with existing City policy, at the prevailing IRS rate. Where extensive vehicle travel is required, a City vehicle may be provided instead.

BENEFITS

ARTICLE 15, HEALTH AND WELFARE

15.1 Health Care Benefit – Medical, Dental and Vision

The City contracts with the California Public Employees' Retirement System (CalPERS) for the provision of medical insurance in accordance with the provisions of the Public Employees' Medical and Hospital Care Act (PEHMCA) per California Government Code section 22750 *et seq.* The medical care benefit that will be provided through a cafeteria plan in accordance with IRS Code section 125 and will include dental insurance and vision insurance as has been provided in the past.

15.2 City Health Care Benefit Contribution

The parties have agreed to a maximum City contribution for Single Party, Two-Party, and Family coverage for the combined benefits of health, dental, and vision insurance as follows:

For 2023 the Health Care Benefit Amount will be as shown in the table below:

Category	Maximum Contribution
Employee Only	\$873/month
Employee + 1	\$1,675/month
Family	\$2,281/month

The City will modify the employer contribution by a percentage (up to a maximum of five percent (5%)) for each benefit (medical, dental and vision) at each tier – single, two-party and family. Under no circumstances, can the City contribution received increase for each benefit by more than five percent (5%). For medical insurance the modification will be determined by evaluating the average of the modifications (increases or decreases) for all employee enrolled plans provided by CalPERS in the prior calendar year. Thus, if CalPERS adds a new Plan (or deletes a Plan so that it is not offered in the following year, or no one is enrolled) it will not be considered in the modification for medical insurance in the calendar year it is added or deleted. The amount provided by the City for medical insurance provided through CalPERS includes the CalPERS statutory minimum, which, for 2023, is \$151 and for subsequent years is still undetermined.

For dental and vision insurance, the modification will be determined in the same manner as the medical plans by the modification (increase or decrease) to the currently provided dental and vision insurance. The amounts for dental and vision insurance cannot increase by more than five percent (5%) for each regardless of whether these benefits increase in cost by more than five percent (5%). For dental and vision Insurance, the plans may change during the term of the MOU, but the benefits will be equivalent if they do.

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.

15.2.1 Employees Who Opt Out of the Health Care Benefit Contribution Or Who Choose a Plan Which Does Not Require The City To Make the Maximum Contribution

Employees 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 (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:

1. 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;
2. 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;
 - i. The evidence of alternative coverage must be provided every plan year to which the eligible opt-out arrangement applies; and
 - ii. 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.

In the event an employee selects a health, dental and/or vision plan which in total does not require the City to make a maximum total contribution, the employee shall receive the remainder of the City total contribution (up to the maximum of \$100 (as taxable wages) per pay period). In no event shall a positive balance exceed \$100 per pay period or two hundred dollars per month (24 pay periods per year).

15.2.2 Domestic Partner Coverage

The City will follow the CalPERS domestic partner requirements. Domestic partners will only be eligible for coverage as a dependent on the employee’s health insurance if the employee and their domestic partner officially registered their domestic partnership with the State of California in accordance with California Family Code section 297 *et seq.*

15.3 Life Insurance and Accidental Death and Dismemberment Insurance

The City agrees to provide term life insurance coverage of Fifty Thousand Dollars (\$50,000) for each employee. The City also agrees to provide Fifty Thousand Dollars \$50,000 accidental death and dismemberment (AD&D) coverage for each employee.

15.4 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. There is a fourteen (14) day waiting period for the benefit.

15.5 Long Term Disability

The City agrees to provide long-term disability insurance coverage through any carrier of its choice as long as coverage remains the same or greater. If the City changes carriers it will let the PEAPS know and PEAPS has the right to negotiate over any identified effects of the decision.

ARTICLE 16, HEALTH INSURANCE FOR RETIREES

16.1 Retiree Health Insurance Benefits

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 employees (the CalPERS statutory minimum).

For employees, (as addressed above in Article 15) 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 employees 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 December 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 employee's maximum benefit is tied to the plan chosen by the employee at the time the employee leaves active service unless the employee 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 an employee chooses a more costly plan as a retiree, they will have additional out-of-pocket medical expenses.

If an employee 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 December 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 employee's maximum benefit is tied to the plan at the time the employee leaves active service unless the employee 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 an employee chooses a more costly plan as a retiree, they will have additional out-of-pocket medical expenses.

If an employee 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 December 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

Employees 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 employee 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 – Employees First Hired on December 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 17, RETIREMENT

17.1 Retirement Plan Retirement Formula

Employees (and not “new members as defined by the Public Employees’ Pension Reform Act of 2013 - PEPRA) 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.

Employees (and not “new members as defined by the Public Employees’ Pension Reform Act of 2013 - PEPRA) 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.

Employees who are defined as “new members” under the PEPRA, are covered by the 2% @ 62 formula provided for by the PEPRA 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 PEPRA per Government Code section 7522.32(a).

17.2 Employee Contributions to the Retirement System

A. Employees subject to the 2.7% @ 55 Formula:

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

B. Employees subject to the 2% @ 60 Formula:

Employees subject to this formula pay the entire seven percent (7%) of compensation earnable towards the required CalPERS member contribution.

C. 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.

17.3 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.

17.4 Optional Benefits

The City contracts with CalPERS for the following optional benefits:

- A. Pre-retirement death benefits to continue after remarriage of survivor – Government Code section 21551**
- B. Death Benefit – Government Code section 21620**
- C. Post Retirement Survivor Allowance – Government Code sections 21624/26/28 and 21635**

- D. 1959 Survivor Benefit Level 4– Government Code section 21574. Employees pay the employee premium for this benefit.
- E. Military Reallocation Credit - Government Code section 21024
- F. Final Compensation Period One Year - Government Code section 20042 for classic members
- G. 2% Cost of Living Allowance - Government Code section 21329
- H. Prior Service - Government Code section 20055

ARTICLE 18, EDUCATIONAL 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 employee shall receive, more than \$1,500/fiscal year through the Educational Reimbursement Program.

ARTICLE 19, SAFETY SHOES

The City shall pay employees \$175.00 per year (which will be paid \$14.58 per month) for safety shoes to those positions that meet the general industry standard – (the current ATSM Standard) to those positions necessitating safety footwear protection. Employees are to wear these safety shoes at all times while performing usual and customary duties and failure to do so shall subject employees to potential disciplinary action. Additional requests for safety shoes must be approved by the department head or designee.

WORK HOURS/LEAVE

ARTICLE 20, HOURS OF WORK, NORMAL WORK WEEK, AND SHIFT DIFFERENTIAL

All employees shall be assigned to work a 4/10 work schedule; four consecutive workdays followed by three consecutive days off, with the following exception: employees in the classification of Dispatcher who work either a 3/12 or 4/10 work schedule. City Hall will remain closed on Fridays.

If an employee in Recreation or the Library is working a 4/10 schedule and the City desires to change the work schedule to a 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.

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.

Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24 hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA.

If an employee requests to flex their schedule within a workweek (e.g., if the employee works two (2) additional hours on a Monday, requests to work two (2) hours less on a Wednesday of that same week) the employee's supervisor can approve such a request as long as the request is made in advance of the time the employee will flex.

20.1 Work Week

The normal work week for full-time employees is forty (40) hours during the seven (7) day FLSA workweek starting 12:01 a.m. Sunday and ending 12:00 midnight of the following Saturday.

20.2 Shift Differential Pay

All employees regularly scheduled to work a shift that begins on or after 8:00 p.m. or prior to 5:00 a.m. will receive an additional 5% as shift differential pay. Shift differential applies when an employee covers for an employee on a scheduled shift which begins on or after 8:00 p.m. or prior to 5:00 a.m.

20.3 Airport Minimum Staffing

For all shifts at the airport there must be two Operations Specialists on duty at all times. The approval of advanced requests for leave will take into consideration this minimum staffing agreement. While requests to use accrued leaves will be accommodated to grant them when the employee wants to use leave, this minimum staffing agreement must be satisfied to ensure the safety of the airport.

If the Executive Director of the Palm Springs International Airport desires to change an employee'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.

ARTICLE 21, ATTENDANCE AND LEAVE

21.1 General Leave Definition

General leave is any approved absence with pay from regularly scheduled work for any purpose. General leave shall substitute for either vacation or sick leave. 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.

21.2 General Leave for Employees Who Are Re-employed Within Two Years

Employees who are reemployed within two years due to a separation or layoff shall receive service credit for the most recent leave commencing with the effective date of reemployment at the accrual rate they were receiving at the time of separation or layoff.

21.3 General Leave General Provisions

General leave must be approved by the department head. General leave shall be paid at the member's straight time hourly rate of pay and the employee shall still receive the additional pays they receive while in paid status. Employees may use General leave once it is earned.

21.4 Maximum Accrual and Minimum Use

Employees shall be able to accrue up to a maximum of five hundred forty (540) hours. The City will expedite leave requests submitted by employees who are at their maximum accrual. Department heads are responsible for planning work schedules to allow each employee to take at least forty (40) consecutive hours of General Leave each calendar year if they request. Approval of general leave shall not be unreasonably withheld.

21.5 Accrual Rates

General leave shall accrue and vest on the basis of the following schedule:

Years Of Service	Hours Accrued & Vested For Each Full Month Worked
0 through 3	12
4 through 7	14
8 through 10	16
11 through 14	18
15 through 17	20
18 and over	20.67

Notification of Supervisor

Employees are responsible for notifying their supervisor as early as possible prior to the start of a shift of any unplanned or non pre-approved absence or tardiness. Such notification must be provided directly to the supervisor or department designee. A text message or email will be sufficient notification if the department approves that method of communication for use of unplanned or non pre-approved absence or tardiness. In order to receive compensation while

absent on general leave, the employee must comply with the notification requirements of that department and complete a leave request form upon return to work.

General Leave Cash-Out

By December 15 of each year, employees may make an irrevocable election to cash out up to the maximum number of hours of general 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 employee 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 in 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 employee's general leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

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

Disposition of Accrued and Vested General Leave Bank upon Termination

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

ARTICLE 22, HOLIDAYS

22.1 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.

22.2 Hours Earned For Each Holiday

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.

22.3 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.

22.4 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 workweek.

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.

22.5 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 general leave. Approval of holiday leave shall not be unreasonably withheld.

22.6 Holidays While on General Leave

If a holiday falls within an approved general leave, the employee shall be paid for that day as a holiday and the employee's general leave shall not be reduced for that day.

ARTICLE 23, BEREAVEMENT LEAVE

Employees shall be granted three (3) scheduled workdays in the event of a death in the "immediate family" of an employee, regardless of travel requirements.

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.

23.1 Immediate Family

"Immediate family" shall be defined as any relative by blood or marriage who is a member of the employee's household, domestic partner or any parent, grandparent, step-parent, spouse, child, step-child, grandchild, sibling, of the employee, or any parent, grandparent, step-parent of the employee's spouse regardless of residence.

EMPLOYER/EMPLOYEE RELATIONS

ARTICLE 24, REASONABLE DRESS POLICIES

PEAPS agrees that is in both the City's and employees' best interest that employees are dressed professionally for the particular work they perform. PEAPS agrees that Department Heads can develop reasonable professional dress standards that may include a uniform for each of their departments. However, before any dress policies may be implemented, the City agrees that it will provide the proposed policy to PEAPS for its review and input.

24.1 Police Department Uniform Policies

PEAPS agrees that the Uniform Regulations, Specification Section, of the Police Department Manual shall apply to employees to extent that provisions do not conflict with this MOU or the City's personnel rules.

ARTICLE 25, CELLULAR PHONE POLICY

If the City Manager determines that an employee is eligible to receive a City cell phone, the employee shall be issued a City cell phone at the City's expense.

ARTICLE 26, COMMERCIAL LICENSE REQUIREMENT

Certain positions as identified in the job descriptions shall require possession of a commercial driver's license with a "P" endorsement. For current employees promoted into positions requiring the endorsement, they shall have six (6) months to obtain the required endorsement. Failure to obtain the required endorsement shall subject the employee to disciplinary action.

ARTICLE 27, CHANGE OF PAY PERIOD ENDING DATE

In the event that all units agree to a change in the pay periods PEAPS agrees to the change, as long as there is no loss of pay due to a changeover. PEAPS also agrees that should the City advance any pay, the amount of advance will be deducted from the employee's last paycheck.

ARTICLE 28, PROBATIONARY PERIODS

With the exception of the classification of Dispatcher, the probationary period for employees in the PEAPS bargaining unit is six (6) months. This applies to both new probation as well as promotional probation. For Dispatchers, the probationary period for both new and promotional probation is eighteen (18) months.

ARTICLE 29, PEAPS RIGHTS AND RESPONSIBILITIES

A. Board Meetings

PEAPS may conduct Board Meetings once a month during the weekday, not to exceed two (2) hours (meeting to include lunch break).

B. PEAPS Stewards

The City will provide a bank of one hundred twenty (120) hours per year to be allocated

by PEAPS among the stewards on the PEAPS Board of Stewards to carry out stewards' functions under this MOU. A steward who intends to use any part of the hours bank shall obtain the prior permission of the supervisor as well as the PEAPS Board and such permission shall not be unreasonably withheld. The PEAPS President shall be personally responsible for notifying the City's Human Resources Department of the use of such hours. The use of the banked time must be approved by the employee's immediate supervisor and the City agrees that the use of the time will not be unreasonably denied. PEAPS agrees that it will provide a statement at the City's request at least twice a year regarding the use of such time. The statement will be provided within one calendar week of the request.

C. Voluntary PAC Contributions

PEAPS members may voluntarily authorize recurrent contributions to the PEAPS Political Action Committee (PAC) by completing and submitting the deduction information on a form furnished by the PEAPS. The City will have the contribution deducted from the employee's paycheck and forward the contribution to the PEAPS.

D. PEAPS Leave Bank

In addition to the bank of Stewards hours set forth in Article 28(A) above, in the first pay period of April the City will deduct two (2) hours from the vacation bank of each unit member with at least ten (10) hours of accrued vacation. No hours will be taken from employees with less than 3 years on with the City.

These hours will be placed in a separate bank to be used as directed by the Association's Board for use by Association Officers or members. The Association President will be responsible for notifying the City's Director of Human Resources of the use of such hours when those hours are used. The use of the banked time must be approved by the employee's immediate supervisor after receiving written approval from the PEAPS Board. The written approval must be attached to the employee's time card. The City agrees that the use of the time will not be unreasonably denied.

If any of the hours in the bank have not been used by the time the two-hour deduction will occur in April, no hours will be deducted until the remaining hours have been used. Once all hours have been used, the two vacation hours (per unit member) will be deducted and placed into the bank in the next pay period.

E. PEAPS Informational Bulletin Boards

1. Space shall be provided on City bulletin boards at their present locations for PEAPS posting of notices and bulletins of the following types:
 - a. Notices of PEAPS recreational, social affairs, and related PEAPS business news;
 - b. Notices of PEAPS elections and such pertinent campaign material as is appropriate under PEAPS policy;
 - c. Notices of PEAPS appointments and results of PEAPS elections;
 - d. Notices of PEAPS meetings;

- e. PEAPS constitution, by-laws, and proposed amendments thereto; and
 - f. Such other notices as may be mutually agreed upon by the PEAPS and the Director of Human Resources.
2. The City will provide either space on existing bulletin boards or will provide space to put up a bulletin in the following facilities: the Airport, City Hall, Demuth Community Center, James O. Jessie Desert Highland Unity Center; Leisure Center, Library, Police Department, and City Yard which will be clearly marked as space available for Public Employees Association of Palm Springs or up to a 4 foot by 4 foot board in the area of the existing boards. The location and size will be mutually agreed upon by the department head and PEAPS.
 3. The material posted on a bulletin board is neither official City business nor endorsed by the City and must not contain anything that would identify it as such. PEAPS shall not knowingly post any false or misleading statement. In addition, no obscene or personal attacks on City management or other persons shall be placed on any bulletin board. In the event such material is posted, the City representative will so inform the PEAPS representative, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.

ARTICLE 30, QUARTERLY MEETINGS

Employees may attend up to four PEAPS meetings per fiscal year (once a quarter) from 11:30 a.m. - 1:30 p.m. which shall include their lunch period. Employees are required to inform their supervisors of such meetings in advance. Supervisors have discretion to deny attendance to ensure that work locations are adequately covered if necessary. However, that discretion will be exercised reasonably.

ARTICLE 31, GRIEVANCE PROCEDURE

31.1 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 an employee that a letter of reprimand was issued to them without legitimate cause.
- C. Reviews of allocations or reallocations of positions as described 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 or lay-off of employees during an initial probationary period after hire, reinstatement, or reemployment is not subject to the grievance procedure.

31.2 Time Limits and Waivers

- A. Working Days - For purposes of the Grievance Procedure, "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 - An employee must initiate the grievance within fifteen (15) working days of the occurrence of the event giving rise to the grievance or within fifteen (15) working 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 employee'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 an employee 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 employee and management, which must be confirmed in writing.

31.3 Informal Resolution

- A. The responsibility of an employee with a 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 30.4 with a supervisor who works in the department to which the grievance relates.
- B. If such informal discussion does not resolve the grievance to the employee's satisfaction, such employee may file a formal grievance in accordance with the procedure set forth in this section.

31.4 Procedure

- A. The employee shall submit the grievance in writing, with signature and date, and submit it to their immediate supervisor within fifteen (15) working days of the initial commencement of the occurrence being grieved. The supervisor shall further consider and discuss the grievance with the employee and such employee's designated representative as deemed appropriate, and shall, within fifteen (15) working days of having received the written grievance, submit a response thereto in writing to the employee and the employee's representative, if applicable.
- B. If the written response of the immediate supervisor does not result in a resolution of the grievance, the employee may further submit the grievance, by presenting a written request, with date and signature, to the employee's department head within seven (7) working days of the employee's receipt of the supervisor's response. The department head may investigate the grievance and may set a meeting with the employee, employee's designated representative, and other persons as deemed appropriate to consider the grievance. Within thirty (30) working days of receipt of the grievance by the department head, the department head shall submit a response to the grievance to the employee and employee's representative, if applicable.
- C. If the response by the department director, does not result in a resolution of the grievance, the employee 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) working days of the employee's receipt of the department head's response. The

City Manager or designated representative, may set a meeting with the employee, employee's designated representative, and other persons as deemed appropriate, to consider the grievance. Within thirty (30) working days of receipt of the grievance the City Manager or designated representative shall submit a response to the employee and employee's representative, if applicable. The decision of the City Manager is final and binding.

- D. Other than remedies provided by law, 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 32, 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, an employee may submit a written response within 30 calendar days of receipt of any such documents. The employee's response shall be attached to the document in the employee'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, an employee 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 employee is entitled by law. The notice of intent to discipline will also advise the employee 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 employee of their right to respond to the proposed discipline either in writing or orally at a meeting. If the employee does not respond within the time limits, the discipline will be imposed.
 - 2. If the employee 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 employee 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 employee when the meeting (known as a "Skelly process") will take place.

3. During the Skelly process (assuming the employee wants to respond orally) the employee has the right to be represented by a representative of their choice. Participating in a Skelly process is an option to the employee who is the subject of discipline. The employee may waive the Skelly process and proceed with their appeal. It is an opportunity for the employee and/or their representative to respond to the notice of intent to discipline.
4. The City representative who will hear the response 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 shall not have authority to impose discipline that is greater than that which was originally proposed.
5. If the discipline is imposed or if it is recommended to be reduced but there is still some discipline imposed, the City shall issue a notice of said 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 employee's appeal rights advising the employee 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, a hearing officer shall hear the appeal.
2. The City and the employee or their 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 their findings, conclusions, and recommendations to the City Council.

C. Hearings

1. The hearing shall commence no more than ninety (90) days from the date of the filing of the appeal 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 him/her to testify; and to rebut the evidence against him/her. If the employee appealing the discipline does not testify on her/his 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 paid for by the City. However, if the employee wants to order a transcript it will be at their cost. The cost of the hearing officer will be paid for by the City.
5. The hearing shall proceed in the following order, unless the hearing officer 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. They shall base their 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 they believe 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 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 their discipline of its decision regarding the appeal within thirty (30) days of the receipt of the hearing officer's report. However, the City Council may extend the time to issue its decision beyond the thirty (30) 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 employee'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) 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 their representative and the representative for the City.

ARTICLE 33, NO STRIKES, WORK STOPPAGES OR LOCKOUTS

In consideration of the mutual desire of the parties to promote and ensure harmonious relations, the City agrees that there shall be no lockout or the equivalent of employees, and PEAPS and the employees agree that there shall be no strike or other concerted action resulting in the withholding of service by the employees during the term of this MOU. In the event of a work action by the employees, PEAPS shall direct the employees to return to work. It is mutually understood and agreed that the City has the absolute right to impose discipline and, in that regard, shall have the right to take disciplinary action, including discharge, against any employee who participates in any manner in any strike or slowdown, withholding of services, picketing in support of a strike or other concerted action while scheduled to work.

The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout. If the City does not have work for an employee due to the nature of the job (e.g., Cogen employees and those who work at the pool when the pool is closed) such employees will be assigned to perform other tasks within their abilities and they must perform the assigned work to be paid. The provisions of this subsection shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

ARTICLE 34, CONTINUANCE OF MEMBERSHIP

All employees who are members of PEAPS shall continue and maintain their membership in PEAPS for the duration of this MOU, except that any employee who is or becomes a member of PEAPS may, during the period of June 16 through June 30, 2026, withdraw their membership in PEAPS by notifying the City and PEAPS in writing of such withdrawal and that after such withdrawal said employee will no longer be required to remain a member of PEAPS.

PEAPS agrees to enforce this provision and to indemnify, defend, and hold the City of Palm Springs, and its employees harmless from any claims, demands, expenses, losses, liabilities, and/or damages arising from the operation of this Section. Provided further, however, that the City reserves the right to file suit in the Superior Court of the State of California for Riverside County for the purpose of seeking declaratory relief as to whether or not this Section is legal and valid under the laws of the State of California, and if said Section is declared invalid or unlawful, it shall be of no force nor effect.

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".

PEAPS, City, and employees recognize that their future is dependent on the physical and psychological well-being of all employees. PEAPS, City, and employees mutually acknowledge that a drug and alcohol-free work environment benefits employees and citizens and 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.

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 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 their job safely is reduced.

Section 3

Any manager or supervisor requesting that an employee 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 their right to representation. Such member 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 thirty (30) minutes 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 employee 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 employee who tests positive on a confirmatory test will be given the opportunity to discuss the results with a physician. 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 an employee’s performance. Such member shall notify their 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 employee home on sick leave under these circumstances.

Section 7

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 their employment. Employees should be aware, however, that a request for assistance through the EAP will not insulate such 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, City will refer such employee to the EAP. Such referral shall 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 rehabilitation and/or counseling program and other terms and conditions in a "Last Chance Agreement".

APPENDIX B – Represented Classifications

Account Clerk I
Account Clerk II
Account Specialist I
Account Specialist II
Administrative Assistant
Airport Operations Aide
Airport Operations Specialist I
Airport Operations Specialist II
Animal Services Officer
Building Inspector
Clerical Assistant
Code Compliance Officer
Cogeneration Technician
Cogeneration Technician, Senior
Community Outreach & Media Specialist
Community Service Officer
Crime Analyst
Crime Scene Technician
Dispatcher
Executive Services Assistant
Fire Prevention Specialist
Fleet Maintenance Technician II
Fleet Maintenance Technician III
Fleet Maintenance Technician, Lead
GIS Technician
Housing Program Assistant
Human Resources Technician
Industrial Technician
Industrial Technician, Lead
Information Technology Technician
Jail Transport Officer
Library Assistant
Library Assistant, Senior
Library Page
Lifeguard
Lifeguard Trainee
Lifeguard, Lead
Maintenance Electrician
Maintenance Electrician (HVAC)
Maintenance Mechanic I
Maintenance Mechanic, Lead

Maintenance Mechanic, Senior
Maintenance Technician I
Maintenance Technician II
Maintenance Technician, Senior
Maintenance Worker I
Maintenance Worker, Lead
Park Ranger
Parts & Office Assistant
Permit Center Technician
Planning Technician
Plans Examiner
Plans Examiner II
Police Records Technician
Police Services Officer
Police Trainee
Professional Standards Coordinator
Program Coordinator
Property Technician
Public Works Inspector
Rangemaster
Recreation Program Aide
Recreation Program Assistant
Secretary
Secretary, Senior
Street/Traffic Maintenance Worker
Street/Traffic Maintenance Worker, Lead
Street/Traffic Maint. Worker/Senior Heavy Equipment Operator

THE PUBLIC EMPLOYEES ASSOCIATION OF PALM SPRINGS

Date: _____

By: _____
PEAPS Representative (Print) Signature

By: _____
PEAPS President (Print) Signature

By: _____
PEAPS Vice President (Print) 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: