



## City Council Staff Report

DATE: September 19, 2012 Consent

SUBJECT: MEMORANDUM OF UNDERSTANDING – THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721 REPRESENTING THE GENERAL UNIT

FROM: David H. Ready, City Manager

BY: Human Resources

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### SUMMARY

The City has reached a tentative agreement with the Service Employees International Union Local 721 Representing the General Unit. The City Council will consider adopting Resolutions approving a contract or Memorandum of Understanding between the City and the General Unit.

### RECOMMENDATION:

1. Adopt Resolution No. , "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA APPROVING A MEMORANDUM OF UNDERSTANDING RELATIVE TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721 REPRESENTING THE GENERAL UNIT, FOR THE PERIOD JULY 1, 2012 THROUGH JUNE 30, 2014, SUBJECT TO UNIT'S RATIFICATION AND EXECUTING THE MEMORANDUM OF UNDERSTANDING.
2. Authorize the City Manager to execute the Memorandums of Understanding in a form acceptable to the City Attorney.

### STAFF ANALYSIS:

The City, through its Municipal Employee Relations Representative (MERR), and representatives of the Service Employees International Union Local 721 Representing the General Unit have met and conferred in good faith with the Municipal Employee Relations Representative (MERR) and have reached an agreement on the terms and conditions of Memorandums of Understanding (MOU's) governing employees of the City of Palm Springs within the General Unit for the period July 1, 2012 through June 30, 2014.

ITEM NO. 2.D.

STAFF ANALYSIS CONT:

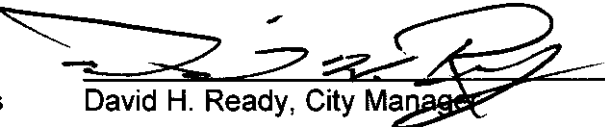
This agreement was reached through negotiations, subject to ratification by the General Unit and City Council.

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

FISCAL IMPACT:

The Memorandum of Understanding with the General Unit extends the furloughs for the current fiscal year (2012-2013) with an estimated savings of \$756,079. Additionally, other provisions of the agreement result in additional estimated cost of \$251,000 in year two with savings offsets through tiered retirement programs and reduced medical liability.

  
\_\_\_\_\_  
Perry Madison, Director of Human Resources

  
\_\_\_\_\_  
David H. Ready, City Manager

Attachments: Resolution  
Memorandum of Understanding

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS APPROVING A MEMORANDUM OF UNDERSTANDING RELATIVE TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721 REPRESENTING THE GENERAL UNIT, FOR THE PERIOD JULY 1, 2012 THROUGH JUNE 30, 2014, SUBJECT TO UNIT'S RATIFICATION AND EXECUTING THE MEMORANDUM OF UNDERSTANDING.

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

WHEREAS, the City, through its Municipal Employee Relations Representative (MERR), has met and conferred in good faith on wages, hours, terms and other conditions of employment with the Service Employees International Union Local 721 representing the General Unit; and

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

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

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

SECTION 1. That the Memorandum of Understanding between the General Unit and MERR, for the period July 1, 2012 through June 30, 2014, on file with the City Clerk and incorporated herein by this reference, is hereby approved upon ratification and execution of said Memorandum of Understanding in a form approved by the City Attorney.

ADOPTED THIS 19<sup>TH</sup> DAY OF SEPTEMBER, 2012

\_\_\_\_\_  
David H. Ready, City Manager

ATTEST:

\_\_\_\_\_  
James Thompson, City Clerk

CERTIFICATION

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

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. \_\_\_\_\_ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on this 19<sup>th</sup> day of September, 2012, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
James Thompson, City Clerk  
City of Palm Springs, California

**PALM SPRINGS SERVICE  
EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 721**



**MEMORANDUM OF  
UNDERSTANDING**

**JULY 1, 2012 – JUNE 30, 2014**

**The Service Employees International Union Local 721**  
**Memorandum of Understanding**  
**July 1, 2012 – June 30, 2014**  
**By Article Number**

3.	SALARIES.....	1
4.	HEALTH AND WELFARE.....	1
5.	STANDBY, CALL BACK AND TRAINING PAY.....	4
6.	ATTENDANCE, HOLIDAYS, AND LEAVE.....	5
7.	TOOL ALLOWANCE.....	7
8.	UNIFORM ALLOWANCE.....	7
9.	NO DRINKING RULE.....	8
11.	EDUCATIONAL REIMBURSEMENT.....	8
13.	BILINGUAL PAY.....	8
14.	CERTIFICATION PAY.....	9
15.	POLICE DEPARTMENT BEARDS & UNIFORM POLICIES.....	9
16.	SAFETY SHOES.....	10
17.	HOURS OF WORK, NORMAL WORK WEEK, AND SHIFT DIFFERENTIAL.....	10
18.	CHANGE OF PAY PERIOD ENDING DATE.....	10
19.	SUPPLEMENTAL CITY INDUSTRIAL DISABILITY COMPENSATION (SCODC) FORMULA.....	11
20.	COMMERCIAL LICENSE REQUIREMENT.....	11
21.	STRIKES AND WORK STOPPAGES.....	11
22.	UNION STEWARDS.....	12
23.	FEDERAL AND STATE LAWS.....	12
24.	MAINTENANCE OF BENEFITS.....	12
25.	CONTINUANCE OF MEMBERSHIP.....	12
26.	OVERTIME AND COMPENSATORY TIME.....	13
27.	SALARY ADVANCEMENT ELIGIBILITY.....	13
28.	BEREAVEMENT LEAVE.....	13
29.	CELLULAR PHONE POLICY.....	13
30.	REASONABLE DRESS POLICIES.....	13
31.	REOPENER REGARDING RECLASSIFICATION.....	13
32.	QUARTERLY MEETINGS.....	13

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE MUNICIPAL EMPLOYEE RELATIONS  
REPRESENTATIVE AND THE SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 721  
JULY 1, 2012 - JUNE 30, 2014

**This Memorandum of Understanding ("MOU") is entered into with reference to the following facts:**

A. The Palm Springs chapter of the Service Employees International Union Local 721 (hereinafter called "Union") is the recognized employee organization for members it represents employed by the City within the General Unit (herein called "UNIT") as defined in Resolution 16438 (Employer-Employee Relations Resolution), as amended by Resolution 17793.

B. The Palm Springs chapter of UNION and the Municipal Employee Relations Representative (hereinafter called "MERR") have met and conferred in good faith on wages, hours and other terms and conditions of employment for the employees represented by UNION in the Unit and have reached agreements which are set forth in this Memorandum of Understanding (hereinafter called "MOU").

UNION and MERR agree as follows:

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

2. This MOU recommended to the City Council shall be for the period commencing July 1, 2012 and terminating at midnight, June 30, 2014; provided, however, that specific sections of this MOU may have later effective dates as specified herein.

**3. SALARIES**

Effective July 1, 2013 - employees shall receive a 3% salary increase.

**4. HEALTH AND WELFARE**

**4.1 Health (Medical, Dental and Vision) Insurance**

The parties have agreed to a maximum City contribution effective January 1, 2012 of \$582.00 for Single Party, \$1,141.00 for Two-Party and \$1,544.00 for Family coverage for the combined benefits of health insurance, dental insurance and vision insurance.

In the event that the premium charges for the health or dental program exceed the City's maximum rate of contribution by 10% annually starting in 2012, the amount of excess shall be paid by the employee through a payroll deduction.

In the event that the premium charges for the health, dental or the vision program exceed the City's maximum rate of contribution by 7% annually starting in 2013, the amount of excess shall be paid by the employee through a payroll deduction.

In the event that the premium charges for the health, dental or the vision program exceed the City's maximum rate of contribution by 5% annually starting in 2014, the amount of excess shall be paid by the employee through a payroll deduction.

The health (medical, dental and vision) insurance benefits are as follows:

**January 1, 2012**

<b>City Provided Health Care Benefit Plan Contribution</b>	<b>Single</b>	<b>2 Party</b>	<b>Family</b>
	582.00	1141.00	1544.00

For 2013 and 2014, the amounts provided above for medical, dental and vision will be modified by any changes related to the costs of the plans with the City picking up the increases as set forth above.

The City agrees to provide medical, dental and vision insurance at the same level as of the date of approval of the MOU. Although it is possible that the carriers could change, the levels of benefits through new carriers will be equivalent.

**4.1.1 Domestic Partner Coverage**

The City of Palm Springs agrees to maintain Domestic Partner Coverage as part of the current health, dental, and vision coverages, in accordance with the City of Palm Springs Ordinance No. 1578. In addition to the requirements of Ordinance 1578, all enrollees must still provide a copy of the Declaration of Domestic Partnership, Statement of Financial Liability for Domestic Partner Health Benefits and Affidavit of Eligibility for Economically Dependent Children to the City. The City will continue to use the same enrollment policies for domestic partners as are currently used for traditional marriages.

**4.1.2 Retiree Health Coverage – “Tier I” – Effective 7/1/1999:**

- 1) A represented UNIT employee who attains age fifty (50) and leaves active service as a Palm Springs employee after 20 years of continuous service, the City shall pay 75% of up to two party coverage for the "retirees" health plan being covered at the time one leaves active service. Any annual increases in premiums will be included in the 75% calculation.



- 2) A represented UNIT employee who attains age fifty (50) and leaves active service as a Palm Springs employee after 25 years of continuous service, the City shall pay 100% of up to the two party coverage for the "retirees" health premium being covered at the time one leaves active service. Any annual increases in premiums will be included in the 100% calculation.
- 3) All Employees who become eligible to receive Medicare must enroll in Medicare Part A and B to remain eligible to receive the above contributions. The City shall reimburse the member for the actual cost of Medicare Part A and Part B being charged to the member.

#### 4.1.3 Retiree Health Coverage – "Tier II" – Effective 12/7/2005:

For all employees hired after December 7, 2005 there will be no City contribution for retiree health benefits. The City will, however, make a \$50.00 per month contribution to an employee Retiree Health Savings Plan and the associated fixed dollar cost of administration.

#### 4.1.4 Retiree Health

Employees in the UNIT shall be permitted, at their expense, to participate in the City-provided group health plans after retirement except as otherwise provided in Paragraphs 4.1.2 and 4.1.3 above.

#### 4.2 Life Insurance

The City agrees to provide term life insurance coverage of Fifty Thousand Dollars (\$50,000.00) for each represented employee in the UNIT.

#### 4.3 Short Term Disability,

The City shall provide unit members with Short Term Disability insurance coverage. The waiting period is 14 days. Premium payments will be paid by employees.

#### 4.4 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 without further meet and confer required.

#### 4.5 Retirement Plan

Except as provided below, the City will contract with PERS for the 2.7% @ 55 formula at no additional cost to the employee for the term of this MOU. As soon as the City can amend its contract with CalPERS, new employees hired by the City will be hired with the 2 % @ 60 retirement formula.

Effective January 1, 2013 as a result of the Pension Reform Act, new employees hired in the unit shall be hired with the 2% @ 62 formula through CalPERS.

As soon as the City can amend its contract with CalPERS, the contract shall be amended to provide for the three year average final compensation per Government code 20037 for employees hired after the effective date of the contract amendment

#### 4.5.1 Employer-Paid Member Contributions

The City agrees that pursuant to Government Code sections 20636(c)(4) the employer paid member contribution shall be paid by the City and reported as compensation earnable for all members of the unit.

Effective as soon as the City Council adopts a resolution modifying the provision of employer paid member contribution subsequent to ratification and City Council approval of this MOU, newly hired employees to the unit shall pay the employee contribution to CalPERS. That contribution will be eight percent (8%) if hired per the 2.7% @ 55 formula and seven percent (7%) for those employees hired after January 1, 2013 the effective date of the 2%@62 benefit described above in Section 4.5.

### **5. STANDBY, CALL BACK AND TRAINING PAY**

#### 5.1 Standby Pay

Whenever a Unit employee is scheduled for standby duty for court, or for weekends and/or holidays, such employee shall be paid for two (2) hours per day for standby at the employee's regular hourly rate, not subject to overtime premium.

Dispatchers 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.

#### 5.2 Call Back Pay

A UNIT employee called back to work shall be paid a minimum of two (2) hours per incident, (from when the employee leaves his/her house) at one and one-half (1 1/2) times such employee's regular hourly rate.

#### 5.3 Training Pay

City shall provide 5% Training Pay to anyone required to train. Such training pay is for actual time spent training other employees. Training pay will be subject to City Manager approval

#### 5.4 Travel Time

A UNIT employee called back to work shall be paid for no more than one (1) hour of travel time (from when the employee leaves his/her house). Such employee shall be paid at one and one-half (1 1/2) times such employee's regular hourly rate.

### 6. **ATTENDANCE, HOLIDAYS, AND LEAVE**

#### 6.1 General Leave for UNIT Employees

##### 6.1.1 Definition

General leave is any approved absence with pay from regularly scheduled work for any purpose. For employees in the UNIT, general leave shall substitute for either annual leave or sick leave as covered under Personnel Rule 6 as amended herein.

##### 6.1.2 Holidays While on General Leave

If a recognized holiday for which the employee is eligible falls within an approved leave, the Unit employee shall be paid for that day as a holiday and the accrual for general leave shall not be debited for that day.

##### 6.1.3 President's Day Holiday and Floating Holidays

The parties agree to modify personnel rule 6.4.2 as applicable to this UNIT which provides the holiday schedule for general employees by deleting Lincoln's Birthday and modifying the title of Washington's Birthday to President's Day.

Unit members earn floating holidays as follows:

- 1) Each year on January 1 one floating holiday is earned and will accrue a floating holiday (based on the number of hours they are assigned relative to a full-time equivalent assignment).
- 2) Effective June 23, 2013, for employees who follow the holiday schedule entitled "observed" (employees who work in the same work group on a Monday through Thursday schedule), holidays occurring on a Friday (e.g., years when July 4, Christmas or New Year's Day fall on a Friday and every year for the day after Thanksgiving) will not move to the prior open business day (e.g., the Thursday before or the Wednesday before Thanksgiving). Rather, for each one of those days, unit members (who would be off duty on the Friday) will accrue a floating holiday (based on the number of hours they are assigned relative to a full-time equivalent assignment – i.e., a full time employee will accrue 10 hours, a 30 hour per week employee will accrue 7.5 hours) for the day. For employees who follow the holiday schedule entitled "calendar", they will continue to receive the holiday on the actual date of the holiday.

Employees can accrue up to 50 hours in the floating holiday bank. If an employee has 50 hours of floating holiday leave earned he/she will not earn additional floating holiday leave until his/her bank is reduced below 50 hours. Floating holiday leave has no cash value and cannot be cashed out. If it is not used, no further floating holiday will accrue until the employee uses floating holiday leave, thus reducing his/her floating holiday leave bank below 50 hours. If an employee uses floating holiday leave and takes his/her bank below 50 hours and then accrues a floating holiday which would put them above 50 hours if the entire holiday accrued, he/she will accrue those number of hours in the bank to bring the bank up to 50 hours. Employees must request to use the floating holiday just like they would request to use annual leave.

#### 6.1.4 General Leave for Recalled (Re-employed) and Reinstated Unit Employees

Notwithstanding other provisions of these rules, for general leave purposes only, eligible recalled (re-employed) and reinstated Unit employees shall receive service credit for the most recent leave commencing with the effective date of such reinstatement or reemployment at the current accrual rate applicable to the service credit they received.

#### 6.1.5 General Leave General Provisions

General leave must be approved by the department head. For purposes of computing general leave usage regularly assigned days off shall not be counted as "working days". General leave shall be paid at the member's straight time hourly rate of pay in effect during the leave program. Unit employees shall be eligible to use general leave after the successful completion of the initial probationary period. Dispatchers shall be eligible to use General Leave after the completion of 6 months.

#### 6.1.6 Maximum Accrual and Minimum Use

General leave shall accrue to the credit of an eligible Unit employee up to, but not to exceed, a maximum accrual of four hundred forty (440) hours. City will expedite leave requests submitted by Unit employees who are at maximum accrual. Department heads are responsible for planning work schedules to allow each Unit employee to take at least forty (40) consecutive hours of General Leave each calendar year if they request it. Approval of general leave shall not be unreasonably withheld.

#### 6.1.7 Notification of Supervisor

Each department head shall establish reasonable written requirements for reporting an absence or tardiness. Those written requirements must be approved by the Personnel Officer. In order to receive compensation while absent on general leave, the employee must comply with the official written notification requirements of that department. City agrees to work towards standardization of the official written notification requirements.

### 6.1.8 Accrual Rates

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

<b>YEARS OF SERVICE</b>	<b>HOURS ACCRUED &amp; VESTED FOR EACH FULL MONTH WORKED</b>
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

### 6.1.9 General Leave Cash-In

Unit employees shall have the option of converting hours of accrued and vested general leave into cash on the last pay day in July and on the first pay period of December of each year. Employees must advise payroll staff of their desire to convert accrued and vested general leave to cash three weeks prior to these pay days.

### 6.1.10 Disposition of Accrued and Vested Leave 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.

### 6.2 Compensatory Time Accumulation

The maximum accumulation of compensatory time off is one hundred (100) hours.

## **7. TOOL ALLOWANCE**

City agrees to pay a monthly tool allowance of One Hundred Twenty-Five Dollars (\$125.00) per month to Unit positions in the Fleet Operations Division, the Facilities Maintenance Division and the Maintenance Mechanics assigned to the Parks.

## **8. UNIFORM ALLOWANCE**

City agrees to pay a monthly uniform allowance to each incumbent in the Unit job classifications listed below, in the amounts indicated, as a reimbursement for expenses incurred for acquisition and maintenance of uniforms as follows:

<b>UNIFORM ALLOWANCE</b>			
Animal Control Officer	\$ 85.00	Plans Examiner II	\$ 30.00
Animal Shelter Assistant	\$ 30.00	Police (PAL) Officer	\$ 85.00
Building Inspector	\$ 30.00	Police Records Technician	\$ 85.00
Code Compliance Officer	\$ 30.00	Police Services Officer	\$ 85.00
		Police Services Supervisor	\$ 85.00

The City shall (each fiscal year) provide all Code Compliance Officers, Building Inspectors, Plans Examiner II's and Animal Shelter Assistants with ten (10) shirts which shall constitute the required uniform during working hours.

**9. NO DRINKING RULE**

Provided this same rule is applicable to management employees, UNION agrees that all employees in the Unit shall be prohibited from drinking alcoholic beverages at any time during the workday, including breaks and lunch.

**10. MILEAGE REIMBURSEMENT**

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

**11. EDUCATIONAL REIMBURSEMENT**

No Unit employee shall receive, more than \$1,500/fiscal year through the Educational Reimbursement Program.

**12. EDUCATIONAL INCENTIVE PAY FOR MASTER'S DEGREE**

Unit members will be eligible to receive an additional five percent (5%) Educational Incentive Pay 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").

**13. BILINGUAL PAY**

City shall maintain the bilingual pay program instituted in the 2002-2003 MOU under which Unit employees shall be entitled to premium pay of five percent (5%) over their regular base salary for their services as bilingual employees. In order to be eligible for such premium pay, an employee must pass an examination to be developed and administered by the City demonstrating fluency in reading and speaking the desired second language. The City Manager shall determine the language needs, as well as the number of employees eligible.

Effective January 1, 2002, the City added sign language to the list of recognized languages with one (1) position authorized, location to be at the City Manager's discretion.

#### 14. CERTIFICATION PAY

Effective with the first pay period after City Council approval of this MOU after July 1, 2012 the City agrees to provide two and one half percent (2.5%) certification pay for the following:

Building Inspectors	Intl Code Council (ICC) Building Inspector
Code Compliance Officers	CACEO
Code Compliance Officers	Intl Code Council (ICC) Property Maintenance & Housing
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
Engineering Field Technicians	American Construction Inspection Association (ACIA) related to position
Fleet Maintenance Technician III & IV	California Fire Mechanic
Parts Specialist II	Compressed National Gas (CNG)
Field Technician (Dust Inspector)	Qualified Storm water Pollution Practitioner (QSP)
Field Technician (Field Inspector)	National Institute for Certification in Engineering Technologies (NICET)
Dispatcher Supervisor	Agency CLETS Coordinator – (Maximum of one employee who is designated by City is entitled to this pay

##### 14.1 Notary

Effective with the first pay period after City Council approval of this MOU, unit employees selected at the City Manager's discretion who are licensed notaries shall be entitled to premium pay of an additional five percent (5%) over their regular base salary for their services.

#### 15. POLICE DEPARTMENT BEARDS & UNIFORM POLICIES

All Unit employees working in the Police Department who wear a uniform or receive a uniform allowance cannot wear a beard. Wearing a beard shall subject these employees to potential disciplinary action.

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

## **16. SAFETY SHOES**

The City shall provide safety shoes to those positions that meet the general industry standard ANSI Z41-1991 to those positions necessitating safety footwear protection. Unit members 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.

## **17. HOURS OF WORK, NORMAL WORK WEEK, AND SHIFT DIFFERENTIAL**

The current ten percent (10%) furloughs shall continue into Fiscal Year 12-13 and shall end on the last day of the last payroll period in June 2013 (which the parties believe will be June 22, 2013). Effective on the Sunday after furloughs end (which the parties believe will be June 23, 2013), all employees in the bargaining unit shall be assigned to work a 4/10 work schedule; four consecutive work days followed by three consecutive days off. The parties agree that after furloughs end and employees move to a 4/10 work schedule, City Hall will remain closed on Fridays. The initial 4/10 work schedule for all members of the bargaining unit will be provided to the Union by April 15, 2013. If the Union wishes to meet and confer over any of the work schedules, it must request to do so by April 25, 2013.

### **17.1 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.

### **17.2 No Guarantee of Hours**

Nothing contained in this MOU shall be construed to constitute a guarantee of hours of work per day or per work week or of days of work per work week.

### **17.3 Shift Differential Pay – Graveyard Shift**

All employees regularly scheduled to work a "graveyard shift" will receive an additional 5% as shift differential pay. Graveyard schedules are those which begin at 8:00 or after in the p.m., and before 5:00 in the a.m. (Note: there will be no intent on the part of the City that current graveyard shifts will be changed to hours which will avoid the payment of shift differential.) Shift differential applies when an employee covers for an employee on a scheduled graveyard shift.

## **18. CHANGE OF PAY PERIOD ENDING DATE**

In the event that all units agree to a change in the pay periods UNION agrees to said change, as long as there is no loss of pay due to a changeover. UNION also agrees that



should the City advance any pay, the said amount of advance will be deducted from the employee's last paycheck.

## **19. SUPPLEMENTAL CITY INDUSTRIAL DISABILITY COMPENSATION (SCODC) FORMULA**

UNION 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 SCODC 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 Workers' Compensation Act and their regular pay.

Per Personnel Rule 6.8.5, 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 supplemental City industrial disability compensation (SCODC) 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 SCODC, the employee must use vacation leave and SCODC will stop during the vacation. The SCODC will continue upon the employee's return from vacation.

## **20. COMMERCIAL LICENSE REQUIREMENT**

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

## **21. STRIKES AND WORK STOPPAGES**

UNION and City agree that the following conduct is prohibited:

21.1 UNION, or any of its officers, agents, representatives and/or Unit employees agree that, they will not cause or condone any strike, walkout, slowdown, sick out, or any unlawful job action by withholding or refusing to perform services.

21.2 In the event that UNION, its officer, agents, representatives, or Unit employees engage in any of the conduct prohibited in Section 21.1, UNION shall immediately instruct any such person engaged in such conduct that their conduct is in violation of

this MOU, and that they must immediately cease engaging in conduct prohibited in such Section 21.1, and return to work.

## **22. UNION STEWARDS**

The City will provide a bank of one hundred twenty (120) hours per year to be allocated by UNION among the stewards on UNION'S 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 and such permission shall not be unreasonably withheld. The individual steward shall be personally responsible for notifying the City's Human Resources Department of the use of such hours.

## **23. FEDERAL AND STATE LAWS**

It is understood and agreed by the parties hereto 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.

## **24. MAINTENANCE OF BENEFITS**

The status of all existing benefits and conditions of employment now enjoyed by the employees in the Unit represented by UNION 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.

## **25. CONTINUANCE OF MEMBERSHIP**

All Unit employees who are members of UNION shall continue and maintain their membership in UNION for the duration of this MOU, except that any employee who is or becomes a member of UNION may, during the period of June 16 through June 30, 2014, withdraw his/her membership in UNION by notifying the City and UNION in writing of such withdrawal and that after such withdrawal said employee will no longer be required to remain a member of UNION.

UNION agrees to enforce this provision and to indemnify, defend, and hold the City of Palm Springs, its officer, and MERR 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.

## **26. OVERTIME AND COMPENSATORY TIME**

The rules governing overtime and compensatory time are found in the Personnel Rules and included herein by this reference.

## **27. SALARY ADVANCEMENT ELIGIBILITY**

Unit members shall not be eligible for step increases unless they have at least a "meets expectation" or higher service rating.

## **28. BEREAVEMENT LEAVE**

UNIT members shall be granted three (3) scheduled work days in the event of a death in the "immediate family" of an employee regardless of travel requirements.

## **29. CELLULAR PHONE POLICY**

UNION approves institution of Cellular Phone Acquisition and Usage Policy effective July 1, 2003.

Effective July 1, 2012, Records Technicians shall receive a cell phone allowance of \$50 per month because they communicate with Deputy DA's and Officers.

## **30. REASONABLE DRESS POLICIES**

The Union agrees that is in both the City's and employees' best interest that employees are dressed professionally for the particular work they perform. The Union agrees that Department Heads can develop reasonable professional dress standards which 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 the UNION for its review and input.

## **31. REOPENER REGARDING RECLASSIFICATION**

Between July 1, 2013 and June 30, 2014, the parties agree that either side may request to reopen negotiations on the subject of reclassification of positions.

## **32. QUARTERLY MEETINGS**

Employees in the unit may attend up to four Union meetings per fiscal year (once a quarter) from 11:30 a.m.-1:30 p.m. 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.

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark Reid Signature

By: \_\_\_\_\_  
Bill Notte Signature

By: \_\_\_\_\_  
Carolyn Notte Signature

By: \_\_\_\_\_  
Nadine Fieger Signature

By: \_\_\_\_\_  
Andy Sheldon Signature

**MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Director of Human Resources

Attest:

By: \_\_\_\_\_  
City Clerk

Council Approval:

Approved to form:

By: \_\_\_\_\_  
City Attorney