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City Council Staff Report

DATE: April 17, 2013 New Business

SUBJECT: MEMORANDUM OF UNDERSTANDING – PALM SPRINGS FIRE SAFETY UNIT

FROM: David H. Ready, City Manager

BY: Human Resources

SUMMARY

The City has reached a tentative agreement with the Palm Springs Fire Safety Unit. The City Council will consider adopting a Resolution approving a contract or Memorandum of Understanding (MOU) between the City and the Unit.

RECOMMENDATION:

1. Adopt Resolution No. _____, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS APPROVING A MEMORANDUM OF UNDERSTANDING RELATIVE TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE PALM SPRINGS FIRE SAFETY UNIT FOR THE PERIOD JANUARY 1, 2013 THROUGH JUNE 30, 2014, SUBJECT TO UNIT'S RATIFICATION AND EXECUTING THE MEMORANDUM OF UNDERSTANDING.
2. Authorize the City Manager to execute the Memorandum of Understanding (MOU) in a form acceptable to the City Attorney.

STAFF ANALYSIS:

The City, through its Municipal Employee Relations Representative (MERR), and representatives of the Palm Springs Fire Safety Unit have met and conferred in good faith with the Municipal Employee Relations City Representative (MERR) and have reached a agreement on the terms and conditions of the MOU governing employees of the City of Palm Springs within the Palm Springs Fire Safety Unit for the period January 1, 2013 through June 30, 2014.

This agreement was reached through negotiations, subject to ratification by the Palm Springs Fire Safety Unit and City Council.

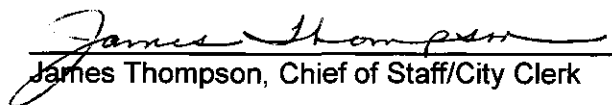
The Palm Springs Fire Safety Unit and the MERR jointly recommend adoption of such MOU's by the City Council.

FISCAL IMPACT

The MOU provides for additional estimated cost of \$36,000 with savings offsets through tiered retirement programs, reduced medical liability, and reduced overtime costs.


for Perry Madison, Director of Human Resources


David H. Ready, City Manager


James Thompson, Chief of Staff/City Clerk

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 PALM SPRINGS FIRE SAFETY UNIT FOR THE PERIOD JANUARY 1, 2013 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 Palm Springs Fire Safety Unit (PSFSU); and

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

WHEREAS, PSFSU and the MERR jointly recommend adoption of such MOU 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 PSFSU and MERR, for the period January 1, 2013 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 17th DAY OF APRIL, 2013

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 3rd day of April, 2013, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California

PALM SPRINGS FIRE SAFETY UNIT



MEMORANDUM OF UNDERSTANDING

January 1, 2013 – JUNE 30, 2014

**The Palm Springs Fire Safety Unit
Memorandum of Understanding
January 1, 2013 – June 30, 2014
By Article Number**

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

(JANUARY 1, 2013 – JUNE 30, 2014)

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

I. Pursuant to the provisions of the Meyers-Milias-Brown Act., Government Code Section 3500, et. seq., the City of Palm Springs (hereinafter referred to as the "City") continues to recognize the Palm Springs Fire Safety Unit (hereinafter referred to as the "Unit") as the exclusive recognized employee organization for the employee Fire Safety Unit of representation known as the Fire Safety Unit (hereinafter referred to as the "Unit"), which is comprised of the positions of Fire Fighter and Fire Engineer in accordance with Resolution 16438 (hereinafter the City's "Employer-Employee Relations Resolution"), as amended on November 1, 2006.

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

The PALM SPRINGS FIRE SAFETY UNIT and the MERR agree as follows:

- I. This MOU constitutes a joint recommendation by the Unit and the MERR, to be submitted to the City Council of the City of Palm Springs for its determination and approval by one or more resolutions, as the City Council may deem fit and proper.
- II. Upon Council approval, this MOU shall be for the period commencing January 1, 2013, and terminating midnight, June 30, 2014, provided, however that specific sections of this MOU shall have later effective dates as specified herein.

1. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The parties agree that the provisions of AB 340 (The California Public Employees' Pension Reform Act of 2013 - PEPPRA) went into effect on January 1, 2013. If there is any other clean up or other retirement legislation which goes into effect during this MOU and if there are provisions of that legislation which automatically goes into effect, it shall do so without impairing the parties' MOU.

1.1 Member Contribution

For Unit members hired by the City prior to January 1, 2013, the City shall pay the employee's contribution to the California Public Employees' Retirement System (hereinafter referred to as "CalPERS"). Said payment made by the City shall be for the employee's contributions, not to exceed nine percent (9%). Such payments are made in accordance with the provisions of the Internal Revenue Code, Section 414 (h) (2), and pursuant to California Government Code Section 20691.

For Unit members hired after January 1, 2013, who are new employees to the City but who are not "new members" (as defined the PEPRA) to CalPERS, they shall pay their 9% employee CalPERS contribution for five years.

Effective January 1, 2013, unit members defined as "new members" by the PEPRA hired after January 1, 2013 shall pay the higher of nine percent (9%) or one half the total normal cost (as determined by CalPERS) as their employee retirement contribution. The parties acknowledge that the City has been advised by CalPERS that the current amount is 12%.

1.2 Retirement Formula

For Unit members hired prior to December 17, 2011, they shall receive the 3%@ 50 retirement formula provided by the CalPERS.

For Unit members hired between December 17, 2011, and December 31, 2012, as well as any employee hired after December 31, 2012 who are not 'new members' as that term is defined by the PEPRA, they shall receive the 3%@ 55 retirement formula provided by the CalPERS.

For "new members" as defined by the PEPRA who are employees initially hired after January 1, 2013, they shall be hired pursuant to the 2.7% @ 57 retirement formula provided in the PEPRA by CalPERS.

1.3 Calculation of Retirement Benefit

For Unit members hired before January 1, 2013 or hired after this date who are not "new members" as defined by the PEPRA (i.e., referred to as classic employees by CalPERS), their retirement benefit shall be calculated based on their single highest year as the City has contracted with CalPERS for this optional benefit.

For "new members" as defined by the PEPRA who are employees initially hired after January 1, 2013, their final compensation shall be based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee.

1.4 Level 4 Survivors Benefit.

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

2. HEALTH, DENTAL, VISION AND OTHER INSURANCE

This article sets forth various insurance benefits available to unit members. The amounts provided by the City for health, dental and vision insurance for 2013 are set forth below. For calendar year 2014, in the event that the premium charges for the health, dental or vision benefits exceed the total premium costs (for 2013) by four percent (4%) or more the amount of the excess shall be paid by the Unit member through a payroll deduction. The maximum contribution rate for these benefits paid for by the City for 2014 will be the 2013 rates (as set forth below for each benefit) plus 4%. Each calendar year thereafter, the maximum contribution rate for that year will be calculated in the same manner.

2.1 Health, Dental and Vision Insurance – Current Employees

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

The City agrees to contribute up to the amounts below for calendar year 2013 for Unit members toward Health (including hospitalization and drug coverage), Dental and Vision insurance. Unit members will sign verification of dependent eligibility annually at open enrollment.

City Contribution for 2103

Type of Coverage	Health	Dental	Vision
Single Party	\$756.27	\$33.43	\$12.41
Two-Party	\$1,451.65	\$45.84	\$12.41
Family	\$1,538.27	\$66.01	\$12.41

Employee Contribution for 2013

Type of Coverage	Health	Dental	Vision
Single Party	\$18.01	\$0	\$0
Two-Party	\$34.56	\$24.22	\$0
Family	\$36.63	\$58.10	\$0

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

2.2 Term Life Insurance

The City agrees to provide Term Life Insurance coverage at no cost to employees in the Unit in the amount of fifty thousand dollars (\$50,000).

2.3 Retiree Health Coverage

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

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

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

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

3. OVERTIME

3.1

Personnel Rule 5.10.4, Fire Safety Unit Overtime Rate, shall continue to read: "Fire Safety Unit shift members shall be compensated for overtime worked at a rate of fifty percent (50%) above the member's regular hourly rate of pay for the work performed in excess of two hundred four (204) hours per twenty-seven (27) day work period." This work period is in accordance with Section 7(k) of the Fair Labor Standards Act.

3.2

For employees hired on or before December 31, 2012, all compensated time off shall be counted as time worked for purposes of computing overtime. For employees hired after January 1, 2013, sick leave does not count as hours worked for purposes of computing overtime. In calculating hours worked where sick leave has been used, the City will look at each 14-day pay period separately to determine if overtime is owed. However, other forms of compensated time off shall be counted as hours worked for purposes of computing overtime

3.3

The Fire Department will continue to use TeleStaff™, an automated staff scheduling software system to administer overtime as specified in Article 4 of the Administrative Procedure, whenever more than twelve (12) overtime hours are available. The Unit shall be represented on the Fire Department "TeleStaff™ Software Committee" to assist in the design, implementation, and resolution of issues related to the program's use.

3.4

Per Fire Department Administrative Procedure SOP# Admin 4, Unit members who are offered an overtime assignment may decline that overtime assignment without losing his/her position on the overtime assignment list.

3.5

Per Personnel Rule 5.11.3 Unit members assigned to shift duty shall not accumulate compensatory time in excess of ten (10) shifts (two hundred forty (240) hours).

4. EMERGENCY CALLBACK PAY

4.1

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

4.2

Personnel Rule 5.12.4, Emergency Callback Pay for the Fire Safety Employees provides:

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

not include coverage for minimum staffing or regularly scheduled or prescheduled, non-emergency work or duty time."

4.3

Unit members responding to emergency callback shall be compensated for their travel time up to a maximum of one (1) hour.

5. BOMB SEARCH

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

6. CERTIFICATION

6.1

As a condition to participation in an examination for promotion to Fire Engineer, an employee must continue to be certified on an aerial unit, a triple combination pumper and an ARFF unit prior to the examination application closing date.

6.2

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

7. NON-SMOKING REQUIREMENT

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

8. PERFORMANCE STANDARDS

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

9. EMERGENCY CALL-BACK AND CONTRACT OVERTIME

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

10. ACTING PAY

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

10.1

If the member works two (2) through twelve (12) hours, the member shall receive an additional six-tenths (.6) of an hour pay at the member's regular hourly rate of pay.

10.2

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

10.3

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

10.4

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

11. LEAVE

11.1 Accrual and Vesting

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

11.2 Accrual Rates for 56-hour Workweek Shift Unit Members

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

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

11.3 Accrual Rates for 40-hour workweek Unit Members

Unit members assigned a forty (40) hour workweek shall accrue annual leave at the following rates:

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

11.4 Annual Leave Maximum

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

11.5 Annual Leave Cash-Out

Unit members shall have the option of converting accrued and vested annual leave into cash, without limitation. Cash-outs of annual leave shall be permitted twice a year on the last pay day of July, and the first pay day of December. Members must advise payroll of their desire to convert accrued and vested annual leave to cash three weeks prior to these pay days.

11.6 Annual Leave While on Occupational Injury Leave or Sick Leave

Unit members who are on an occupational injury leave or sick leave and reach the maximum annual leave accrual may request a temporary lifting of the maximum four hundred fifty-six (456) hours accrual by giving written notice to the Chief. In such cases, the member shall be permitted to continue to accrue annual leave over four hundred fifty-six (456) hours from the time such notice is given until the next regular annual leave cash out date. On said next regular annual leave cash out date, the member must cash

out at least all annual leave in excess of four hundred fifty-six (456) hours or the employee will lose such excess hours. The member will not be entitled to accrue annual leave in excess of four hundred fifty-six (456) hours on and after the date of said next regular annual leave cash out date. Members on occupational injury leave or sick leave may cash out their annual leave pursuant to Article 11.5. This paragraph shall apply on a per injury basis.

11.7 Annual Leave Usage

The practice of allowing two (2) Unit shift members and two (2) Fire Management shift members per shift to be on scheduled vacation simultaneously is to be continued, but in the event that one management employee schedules a given day for vacation, one additional Fire Safety Unit member (3 total) will be allowed to schedule that day off provided that no more than four (4) shift members are scheduled off. If no Fire Management members are scheduled off, two (2) additional Fire Safety Unit members will be allowed to schedule that day off (4 total) provided that no more than four (4) shift members are scheduled off.

Furthermore, in the event that one Fire Safety Unit shift member schedules a given day for vacation, one (1) additional Fire Management shift member (3 total) will be allowed to schedule that day off provided no more than four (4) shift members are scheduled off. If no Fire Safety Unit members are scheduled off, two (2) additional Fire Management members will be allowed to schedule that day off (4 total) provided no more than four (4) shift members are scheduled off.

11.7.1

Unit members shall be allowed to request single, unscheduled vacation days throughout the year provided no more than four (4) shift members are scheduled off that shift for any purpose.

11.8

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

11.9 Fire Safety Unit Sick Leave Provisions

11.9.1 Accrual Rates

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

11.9.2 Eligible to Use

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

11.9.3 Sick Leave Maximum Accrual

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

11.10 Disposition of Accrued & Vested Leave Upon Termination

11.10.1

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

11.10.2

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

11.11 Payment in Lieu of Holidays

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

12. FORTY- HOUR

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

13. BASE SALARIES

Effective January 1, 2014 – Unit members shall receive a two and one half percent (2.5%) salary increase.

13.2 Bilingual Pay

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

13.3 Training Officer Pay

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

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

Classes approved for Training Officer Pay are:

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

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

13.4 Scott Air Pak Technician

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

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

Each technician shall be assigned to Fire Station 442 as their primary "home station" during their tenure as a technician. The Battalion Chief has the ability to temporarily transfer the technician to other stations as needed for staffing and training purposes.

After six years as a technician receiving incentive pay, other fire safety unit members on

that shift may request to enter the program and become a certified Scott™ technician. If a new member is selected, the existing technician will no longer receive incentive pay once the new person has received their certification.

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

Existing Scott™ technician's must notify the SCBA Captain and the Shift Battalion Chief six (6) months before their 2-year Scott™ certification expires if they wish to drop out of the program prior to completing the full six year term.

The department will make every effort to keep Scott™ technicians assigned to their respective shifts however that cannot be guaranteed. If two (2) or more technicians are assigned to the same shift, the department may require the transferring technician to forfeit their incentive pay upon the next recertification, so that another shift can have a technician assigned.

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

14. STAFFING

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

15. VACATION RELIEF

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

16. EDUCATIONAL INCENTIVE PAY

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

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

17. TUITION REIMBURSEMENT

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

18. MILEAGE REIMBURSEMENT

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

19. DMV PHYSICALS

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

20. PAYROLL CHANGES

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

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

21. UNIFORMS

21.1 Uniform Allowance

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

21.2 Class "A" Dress Uniforms

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

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

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

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

21.3 Body Piercing

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

21.4 Tattoos

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

21.5 SIDA Badges

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

22. FEDERAL-STATE LAWS

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

23. PRACTICES

It is understood that existing ordinances, resolutions, and policies of the City cover matters pertaining to employer-employee relations including, but not limited to, wages, salaries, benefits, hours, and other terms and conditions of employment. Therefore, it is agreed that all such ordinances, resolutions and policies, including but not limited to Sections 4, 5, 6, 7, and 13 only of the Employer-Employee Relations Resolution 16438 are hereby incorporated by this reference and made a part hereof as though set forth in

full and except as provided herein shall remain in full force and effect during the term hereof. The City and its employees shall continue to have the rights and prerogatives as set forth in Section 4, 5, 6, 7, and 13 of Resolution 16438, and nothing in this MOU shall be deemed in any manner to abridge, restrict, or modify the same.

24. MAINTENANCE OF BENEFITS

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

25. NO REQUEST FOR CHANGES DURING TERM

The terms agreed upon by this MOU shall take effect at the times specified herein upon approval by resolution by the City Council and shall remain in full force and effect until midnight, June 30, 2014. The PSFSU hereby expressly waives any right to demand any improvements or any changes in the wages, hours, or other conditions of employment of Unit member covered by this MOU, and the City shall not be required to meet and confer as to any such demand or request.

26. STRIKES AND WORK STOPPAGES

26.1 Prohibited Conduct

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

26.2

Any PSFSU members who participate in any conduct prohibited in 26.1 above shall be subject to suspension, demotion, or dismissal by the City.

26.3

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

26.4 The Unit Responsibility

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

27. LAYOFF AND RECALL

The Unit agrees to Personnel Rule 13.3 Layoff and Recall, except as modified herein. If a Unit member bumps to a lower classification as a result of layoffs, the employee's "Classification Seniority" in the lower position will be defined as all of his time in any of the classifications in the Unit. For members of the Unit, layoff of any member shall be made in the following order: Members shall be laid off by classification in the reverse order of seniority in that classification. In the event that two (2) or more members in the same classification have the same classification seniority, then layoff shall be made on the basis of final ranking on the eligibility list for the position, then departmental seniority, then City seniority.

27.1 Seniority

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

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

28. IRS 125 PLAN

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

29. EXCHANGE OF DUTY TIME

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

30. PARAMEDIC PROGRAM

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

31. UNION BUSINESS BANK

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

32. ELECTRONIC COMMUNICATION GUIDELINES

Unit agrees to City-wide Electronic Communication Guidelines.

PALM SPRINGS FIRE SAFETY UNIT REPRESENTATIVE

Date: _____

By: _____
PSFSU Labor Representative

Signature

By: _____
PSFSU President

Signature

By: _____
Board Member

Signature

By: _____
Board Member

Signature

MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE

Date: _____

By: _____
City Manager

By: _____
Labor Attorney

Attest:

By: _____
City Clerk

By: _____
Director of Human Resources

Approved to form:

By: _____
City Attorney

Council Approval:

EXHIBIT "A" - PERFORMANCE STANDARDS PROGRAM:

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

1. Frequency of Testing

Performance tests will be given to the employees in the Fire Unit on a quarterly basis.

2. Current Performance Tests

The Performance Standard tests utilized at this time shall be the following:

(a) Ladder Removal

Remove a 24-foot extension that is mounted six feet from the ground in a horizontal position.

(b) Hose Hoist.

Hoist one section of two and on half-inch hose with nozzle assembly by use of a pulley.

(c) Equipment Removal/Hose Load.

Pick up, carry and stack five rolls of 2 1/2 inch hose onto a platform.

(d) Joist Crawl

Carry 100-foot bundle of 1 3/4 inch hose with nozzle on shoulder through the attic prop and return.

(e) Dry Hose Drag

Advance a dry 2 1/2 inch hose line with nozzle 150 feet forward.

(f) Aerial Ladder Climb

Climb the 100-foot aerial ladder while wearing full turnouts and breathing apparatus. The aerial ladder will be at a 65-degree angle.

(g) Thirty-Five Foot Extension Ladder Standard

Remove from apparatus, carry and raise.

(h) Twenty-Four Foot Extension Ladder Standard

Remove from apparatus, carry and raise.

(i) Donning Breathing Apparatus Standard

Don breathing apparatus while wearing turnout coat, gloves, and helmet.

(j) Ventilation Standard

Ladder building and take required tools and equipment aloft.

Page 1 of Exhibit A (see Article 8)

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

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

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