



City Council Staff Report

DATE: July 16, 2014

New Business

SUBJECT: MEMORANDUMS OF UNDERSTANDING – PALM SPRINGS FIRE MANAGEMENT ASSOCIATION, PALM SPRINGS FIRE SAFETY ASSOCIATION, MANAGEMENT ASSOCIATION OF PALM SPRINGS, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721

FROM: David H. Ready, City Manager

BY: Human Resources

SUMMARY

The City has reached tentative Memorandums of Understanding agreements with the Palm Springs Fire Management Association (PSFMA), the Palm Springs Fire Safety Association (PSFSA) the Management Association of Palm Springs (MAPS) and the Service Employees International Union Local 721 (SEIU). The City Council will consider adopting Resolutions approving a Memorandum of Understanding (MOU) between the City and the associations.

RECOMMENDATION:

1. Adopt Resolution No. _____, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA APPROVING A MEMORANDUMS OF UNDERSTANDING (MOU's) RELATIVE TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE PALM SPRINGS FIRE MANAGEMENT ASSOCIATION, THE PALM SPRINGS FIRE SAFETY ASSOCIATION, THE MANAGEMENT ASSOCIATION OF PALM SPRINGS AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721, FOR THE PERIOD JULY 1, 2014 THROUGH JUNE 30, 2018, SUBJECT TO ASSOCIATION'S EXECUTING THE MEMORANDUMS OF UNDERSTANDING."
2. Adopt Resolution No. _____, "A RESOLUTION FOR REPORTING AND PAYING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS PRESCRIBED BY GOVERNMENT CODE SECTION 20363(c)."

ITEM NO. 5.B.

3. Adopt Resolution No. _____, "A RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS PRESCRIBED BY GOVERNMENT CODE SECTION 20691)."
4. Adopt Resolution No. _____, "A RESOLUTION ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AND FIXING THE EMPLOYER'S CONTRIBUTION AT AN AMOUNT EQUAL TO OR GREATER THAN THAT PRESCRIBED BY GOVERNMENT CODE SECTION 22892(b)."
5. Authorize the City Manager to execute the Memorandums of Understanding (MOU's) and all documents necessary to effectuate the above actions, including the allocation and compensation plan and non-substantial MOU language reorganization.

STAFF ANALYSIS:

The City, through its Municipal Employee Relations Representative (MERR), and representatives of the PSFMA, PSFSA, MAPS and SEIU have met and conferred in good faith with the Municipal Employee Relations City Representative (MERR) and have reached an agreement on the terms and conditions of the MOU's governing employees of the City of PSFMA, PSFSA, MAPS and SEIU for the period July 1, 2014 through June 30, 2018.

Under the agreements employees will pay their respected CalPERS retirement contribution of 8% for MAPS and SEIU and 9% for PSFMA and PSFSA and in exchange employees will receive an equal salary offset. Employees will also receive salary increases of 4% for PSFMA, MAPS and SEIU and 3% for PSFSA as follows:

- PSFMA, MAPS, SEIU – Year 1 - 0%, Year 2 - 2%, Year 3 – 0%, Year 4 – 2%
- PSFSA – Year 1 - 0%, Year 2 - 2%, Year 3 – 0%, Year 4 – 1%

In addition, two new entry level salary steps will be added to SEIU, MAPS and PSFSA, each at 5% below the current steps for a total of 10% savings.

The agreements were reached through negotiations with the PSFMA, PSFSA, MAPS and SEIU and the MERR jointly recommend City Council adoption of such:

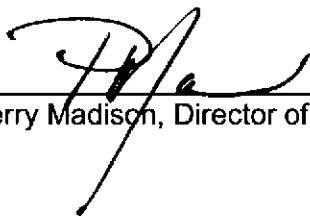
- Resolution of MOU's for PSFMA, PSFSA, MAPS and SEIU; and
- Resolution of CalPERS Medical and Hospital Care for SEIU; and
- Resolutions of CalPERS Employer Paid Member Contributions for PSFMA, PSFSA, MAPS, SEIU

FISCAL IMPACT

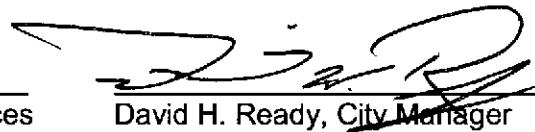
The agreements all provide for future savings on retirement through the elimination of CalPERS Employer Paid Member Contributions as well as new entry level salary steps. During the term of agreements the estimated annual savings/cost is:

Year	CalPERS	Salary Offset	Salary Increases	New Salary Steps
1	1,907,000.00	(1,947,000.00)		92,000.00
2	1,945,000.00	(1,986,000.00)	(565,000.00)	92,000.00
3	1,945,000.00	(1,986,000.00)		92,000.00
4	1,984,000.00	(2,021,000.00)	(530,000.00)	92,000.00
Total	7,781,000.00	(7,940,000.00)	(1,095,000.00)	368,000.00

For a total four year estimated annual fiscal impact of \$886,000.



Perry Madison, Director of Human Resources



David H. Ready, City Manager

Attachments: Resolutions
Memorandums 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 MANAGEMENT ASSOCIATION, PALM SPRINGS FIRE SAFETY ASSOCIATION, MANAGEMENT ASSOCIATION OF PALM SPRINGS AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721 FOR THE PERIOD JULY 1, 2014 THROUGH JUNE 30, 2018, SUBJECT TO ASSOCIATION'S 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 Management Association (PSFMA), Palm Springs Fire Safety Association (PSFSA), Management Association of Palm Springs (MAPS), Service Employees International Union Local 721 (SEIU); and

WHEREAS, as a result of such good faith negotiations the MERR, PSFMA, PSFSA, MAPS and SEIU have reached agreement on the terms and conditions of a Memorandum of Understanding (MOU) governing employees of the City of Palm Springs within such Associations and Union; and

WHEREAS, PSFMA, PSFSA, MAPS, SEIU 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 Understandings between PSFMA, PSFSA, MAPS, SEIU and MERR, for the period July 1, 2014 through June 30, 2018, on file with the City Clerk and incorporated herein by this reference, is hereby approved upon execution of said Memorandum of Understanding and authorize the City Manager to execute documents necessary to effectuate the above actions, including the allocation and compensation plan and non-substantial MOU language reorganization in a form acceptable to the City Attorney.

ADOPTED THIS 16th DAY OF JULY 2014

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 16th day of July 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR THE PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

WHEREAS, the governing body of the City of Palm Springs has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Palm Springs has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Palm Springs of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Palm Springs has identified the following conditions for the purpose of its election to pay EPMC;

- This benefit shall apply to all employees of:
 - Service Employees International Union #721 (SEIU - General Unit) in the Miscellaneous Group
 - Management Association of Palm Springs (MAPS) in the Miscellaneous Group
 - Palm Springs Fire Management Association (PSFMA)
- This benefit shall consist of paying 0% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable** {excluding Government Code Section 20636(c)(4)} as additional compensation.
- The effective date of this Resolution shall be July 20, 2014.

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

RESOLVED, that the governing body of the City of Palm Springs elects to pay and report the value of EPMC, as set forth above.

ADOPTED THIS 16TH DAY OF JULY 2014

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 16th day of July 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California

** Note: Payment of EPMC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636(c)(4) which is the monetary value of EPMC on compensation earnable.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PALM SPRINGS, CALIFORNIA, APPROVING PAYING THE
MEMBER CONTRIBUTIONS FOR THE PUBLIC
EMPLOYEES RETIREMENT SYSTEM (PERS)

WHEREAS, the governing body of the City of Palm Springs has the authority to implement Government Code Section 20691;

WHEREAS, the governing body of the City of Palm Springs has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Palm Springs of a Resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Palm Springs has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees of:
 - Palm Springs Fire Safety Association (PSFSA)
- This benefit shall consist of paying 0% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be July 20, 2014.

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

RESOLVED, that the governing body of the City of Palm Springs elects to pay EPMC, as set forth above.

ADOPTED THIS 16TH DAY OF JULY 2014

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 16th day of July 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California

RESOLUTION NO. _____

RESOLUTION ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AND FIXING THE EMPLOYER'S CONTRIBUTION AT AN AMOUNT EQUAL TO OR GREATER THAN THAT PRESCRIBED BY GOVERNMENT CODE SECTION 22892(b)

WHEREAS, Government Code Section 22922(a) provides the benefits of the Public Employees' Medical and Hospital Care Act to employees and annuitants of local agencies contracting with the Public Employees' Retirement System on proper application by a local agency; and

WHEREAS, Section 22892(a) of the Act provides that a local contracting agency shall fix the amount of the employer's contribution; and

WHEREAS, City of Palm Springs hereinafter referred to as Public Agency, is a local agency contracting with the Public Employees' Retirement System; and

WHEREAS, The Public Agency desires to obtain for the members of General Unit who are employees and annuitants of the agency, the benefit of the Act and to accept the liabilities and obligations of an employer under the Act and Regulations; now, therefore, be it

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

RESOLVED, That the Public Agency elects, and it does hereby elect, to be subject to the provisions of the Act; and be it further

RESOLVED, That the employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan or plans up to a maximum of PEMHCA Minimum dollars per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, That the Public Agency has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, That the participation of the employees and annuitants of the Public Agency shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code,

upon publication of final Regulations pursuant to such Section. If it is determined that the Public Agency would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

RESOLVED, That the executive body appoint and direct, and it does hereby appoint and direct, the Human Resources Director to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said Public Agency all functions required of it under the Act and Regulations of the Board of Administration; and be it further

RESOLVED, That coverage under the Act be effective on January 1, 2015.

ADOPTED THIS 16th DAY OF JULY 2014

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 16th day of July 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California

INSTRUCTIONS

This resolution form is the approved form designated by the Public Employees' Retirement System. It should be used by a Public Agency to assure proper filing with the Public Employees' Retirement System for the combined purpose of:

1. Contracting for coverage under the Public Employees' Medical and Hospital Care Act

(PEMHCA), and

2. Fixing the employer's contribution toward employees' health insurance at an amount equal to or greater than that prescribed in GC 22892(b)

If the resolution (RESOLVED) is filed **on or before the tenth day** of any month, it will be **effective on the first of the following month** (date stamped as received in the office of the Board of Administration, Public Employee's Retirement System, 400 Q Street, P.O. Box 942714, Sacramento, CA 94229-2714)

Because resolutions serve as our legal contract, we require the original resolution, certified copy with original signatures, or a copy of the resolution with the agency's raised seal.

For resolution processing, deliver to the following:

Overnight Mail Service

California Public Employees' Retirement System
CASD, Contract & Membership Services Section
400 Q Street
Sacramento, CA 95811-6210

Regular Mail

California Public Employees' Retirement System
CASD, Contract & Membership Services Section
PO BOX 942714
Sacramento, CA 94229-2714

The certification shown following the resolution is to be completed by those individuals authorized to sign for the Public Agency in legal actions and is to include the name of the executive body; i.e. Board of Directors, Board of Trustees, etc., the location and the date of signing.

**PALM SPRINGS
FIRE MANAGEMENT
ASSOCIATION
(PSFMA)**



**MEMORANDUM OF
UNDERSTANDING**

JULY 1, 2014 – JUNE 30, 2018

**The Palm Springs Fire Management Association (PSFMA)
Memorandum of Understanding
July 1, 2014 – June 30, 2018**

By Article Number

1. JOINT AGREEMENT.....	3
2. BOARD OF DIRECTORS.....	3
4. PRACTICES.....	3
5. MAINTENANCE OF BENEFITS.....	4
6. STRIKES AND WORK STOPPAGES.....	4
7. FEDERAL AND STATE LAWS.....	4
8. EDUCATIONAL REIMBURSEMENT.....	4
9. HEALTH, DENTAL, VISION AND OTHER INSURANCE.....	5
10. INSURANCE FOR RETIREES.....	6
11. RETIREMENT.....	6
12. SICK LEAVE.....	7
13. EDUCATIONAL INCENTIVE PAY.....	8
14. PARAMEDIC PAY.....	8
15. BILINGUAL PAY.....	8
16. SALARIES.....	8
17. ANNUAL LEAVE.....	9
18. PAYMENT IN LIEU OF HOLIDAYS.....	9
19. COMPENSATORY TIME OFF.....	10
20. DRUG POLICY/DRUG SCREENING.....	10
21. ACTING ASSIGNMENTS.....	10
22. OVERTIME.....	11
23. FORTY HOUR CONVERSION.....	11
24. WORK SCHEDULES.....	11
25. SHIFT TRADING.....	11
26. EMERGENCY RECALL.....	11
27. BOMB SEARCH.....	11
28. JURY DUTY.....	12
29. MILEAGE.....	12
30. UNIFORM ALLOWANCE.....	12
31. BODY PIERCING.....	12
32. TATTOOS.....	12
33. NON-SMOKING REQUIREMENT.....	12
34. SIDA BADGES.....	12
35. IRS 125 PLAN.....	13
36. FILLING VACANCIES.....	13
37. CHANGES DURING TERM AND REOPENERS.....	13
EXHIBIT A. DRUG POLICY/DRUG SCREENING.....	14

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

JULY 1, 2014 – JUNE 30, 2018

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

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

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

1. JOINT AGREEMENT

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

This MOU recommended to the City Council shall be for the period of July 1, 2014, June 30, 2018; provided, however, that specific sections of this MOU shall have later effective dates as specified herein.

2. BOARD OF DIRECTORS

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

The City will provide a bank of one hundred twenty (120) hours per year to be allocated by the Association Board of Directors for use by Association Officers or members. The Board of Directors shall be responsible for notifying the City's Director of Human Resources of the use of such hours when those hours are used. In addition, the Association will provide a report to the Human Resources Department upon request (up to twice a year) of the use of these hours in the previous year.

3. PAYROLL DEDUCTION FOR ASSOCIATION

The City will make a payroll deduction at the request of the Association for dues, assessments, and other deductions authorized by the Association. The deductions will occur biweekly and will be paid to the Association's treasurer.

4. PRACTICES

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

such ordinances, resolutions and policies, including Sections 4, 5, 6, 7 and 13 only of the Employer-Employee Relations Resolution 16438 are hereby incorporated by this reference and made a part hereof as though set forth in full and except as provided herein shall remain in full force and effect during the term hereof. The City and its employees shall continue to have the rights and prerogatives as set forth in Sections 4, 5, 6, 7 and 13 of Resolution 16438 and nothing in this MOU shall be deemed in any manner to abridge, restrict or modify the same except as limited by the Strikes and Work stoppages section of this MOU.

5. MAINTENANCE OF BENEFITS

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

6. STRIKES AND WORK STOPPAGES

6.1 Prohibited Conduct

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

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

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

6.2 Association Responsibility

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

7. FEDERAL AND STATE LAWS

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

8. EDUCATIONAL REIMBURSEMENT

A member of the Unit shall receive tuition reimbursement as follows: The course that will be considered job-related for purposes of Personnel Rule 18.2.1(1) for members in the Unit are limited to any course required as part of a degree program in Public Administration, Fire Management, one of the Social Sciences or Business Administration. Any other courses may be approved at the discretion of the Fire Chief and the Human Resources Director.

Unit members shall receive up to \$1,500/fiscal year through the Tuition Reimbursement Program. However, the City shall budget for the Tuition Reimbursement Program and once the funds in the budget for the Program have been exhausted by employees accessing the funds, no additional funds for tuition reimbursement are required to be paid.

9. 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 2014 are set forth below. Each calendar year, the City will pay up to a (four percent) 4% increase above the prior year's premium rates. The above explanation of the health, vision and dental contributions are described with the following example involving the 2012-2014 rates:

- 1) In 2012, the Blue Shield single party rate was \$720.26.
- 2) In 2013, the rate increased by 7.50% to \$774.28.
- 3) In 2013, the City paid the first 5% of the 7.5% increase = \$36.01 of the \$54.02 increase and the employee paid the remainder (the difference between 5% and 7.5% = 2.5% of the increase or \$18.01). Thus, in 2013, the premium rate was \$774.28 and the City paid \$720.26 + \$36.01 = \$756.27 and the employee paid \$18.01.
- 4) In 2014, that same rate went up to \$851.58. This was a 9.98% increase over the 2013 rate. The parties agree that it was the City's responsibility to pay the first 4% of the 2014 increase on top of the 2013 premium. Since the 2013 rate was \$774.28, and 4% of that amount \$30.97, the City's additional increase for 2014 is \$30.97 which is added to what it was paying in 2013. \$756.27 + \$30.97 = \$787.24. The employee pays \$64.34 for 2014.
- 5) For 2015, the City will pay the amount of any increase in the health insurance up to 4% over the 2014 premium of \$851.58. That increase (if any) will be added to the City's 2014 contribution of \$787.24.

Vision and Dental Insurance are calculated exactly the same way as described above for health insurance.

9.1 Health, Dental and Vision Insurance – Current Employees

The City agrees to contribute up to the amounts below for calendar year 2014 for Unit members toward Health (including hospitalization, drug coverage through such program(s) as shall be designated by the Association and approved by the City Council), Dental and Vision insurance. Unit members will sign verification of dependent eligibility annually at open enrollment.

January 1, 2014

City Provided Health Care Benefit Plan Contribution	Health	Dental	Vision
Single Party	\$787.20	\$34.30	\$13.17
Two-Party	\$1,511.10	\$47.66	\$13.17
Family	\$1,601.27	\$69.24	\$13.17

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, Proof of Domestic Partner Relationship as issued by a governmental agency, 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.

9.2 Term Life Insurance

The City agrees to provide (\$35,000) Term Life Insurance coverage at no cost to employees in the unit.

10. INSURANCE FOR RETIREES

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

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

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

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

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

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

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

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

11. RETIREMENT

11.1 Retirement Formula

Unit members (and not "new members as defined by the Public Employees' Pension Reform Act of 2013 - PEPRA) hired prior to December 17, 2011 are covered by the 3% @ 50 formula provided for by the Public Employees' Retirement Law at Government Code section 21362.2. These employees' retirement will be calculated pursuant to the optional benefit (in the City's contract with CalPERS) of single highest twelve month period.

Unit members (and not "new members as defined by the Public Employees' Pension Reform Act of 2013 - PEPRA) hired after December 17, 2011 are covered by the 3% @ 55 formula provided for by the Public Employees' Retirement Law at Government Code section 21363.1. These employees' retirement will be calculated pursuant to the optional benefit (in the City's contract with CalPERS) of single highest twelve month period.

Unit members, who are defined as "new members" under the PEPRA, are covered by the 2.7% @ 57 formulas provided for by the PEPRA at Government Code section 7522.25(d). These employees' retirement will be calculated per the three year average final compensation as provided for by the PEPRA.

11.2 Employee Contributions to the Retirement System

Employees subject to the 3%@50 and 3%@55 formula hired prior to January 1, 2013

Effective at the beginning of the pay period following City Council approval of this MOU, employees in the Unit shall pay their nine percent (9%) member contribution.

Employees subject to the 3%@50 and 3%@55 formula hired on or after January 1, 2013
These employees currently pay their nine percent (9%) member contribution and will continue to do so.

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.

Employees subject to the 2.7%@57 Formula – "New Members" as defined by PEPRA

Effective January 1, 2013, these employees shall pay the statutorily mandated employee contribution rate of one half of the total normal cost.

11.3 Optional Benefits

The City contracts with CalPERS for the following optional benefits:

- 1) Pre-retirement death benefits to continue after remarriage of survivor – Government Code section 21551
- 2) Death Benefit – Government Code section 21620
- 3) Post Retirement Survivor Allowance – Government Code sections 21624/26/28 and 21635
- 4) Death Benefits – Government Code section 21574
- 5) Military Reallocation Credit - Government Code section 21024
- 6) Sick Leave Credit - Government Code section 20965
- 7) Final Compensation Period One Year - Government Code section 20042 for classic members
- 8) 2% Cost of Living Allowance - Government Code section 21329
- 9) Prior Service - Government Code section 20055

12. SICK LEAVE

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

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

Sick Leave Maximum Accrual

Sick leave shall accrue to a maximum of three (3) months or seven hundred and twenty (720) hours. Notwithstanding the preceding sentence, if an employee's accrued sick leave reaches 720 hours, he/she will continue to accrue sick leave in that calendar year subject to the following: An employee may cash out any accrued sick leave above 720 hours in the last pay period in July, if an employee still has sick leave on the books in excess of 720 hours by the pay day for the first pay period of December, the unused sick leave above 720 hours shall be compensated by a cash payment in an amount equal to the employee's straight

time hourly rate of pay for those unused accumulated sick leave hours.

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

All accrued unused sick leave (in either the regular or excess sick leave bank) shall be paid upon retirement from the city service.

13. EDUCATIONAL INCENTIVE PAY

Fire Management Unit employees can receive an 2.5% for a Bachelor's Degree or 5% 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").

The parties agree that to the extent permitted by law, the pays in this article are special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Educational Pay.

14. PARAMEDIC PAY

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

The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Paramedic Pay.

15. BILINGUAL PAY

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

The parties agree that to the extent permitted by law, Bilingual pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Bilingual Premium.

16. SALARIES

Effective upon Council approval of this MOU, members of the Unit shall receive a nine percent (9%) salary increase.

Effective the pay period which includes July 1, 2015, members of the Unit shall receive a one percent (2.0%) salary increase.

Effective the pay period which includes July 1, 2017, members of the Unit shall receive a two percent (2.0%) salary increase.

Employees at the rank of Fire Captain who are assigned as a Deputy Fire Marshal shall receive assignment pay at the rate of 3.67 hours per pay period for 24 pay periods (88.08 hours per year) in the year. In the two months per year when there are three pay days, these employees shall not receive this pay on the third pay day of the month.

17. ANNUAL LEAVE

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

Employees with leave in the special excess annual leave bank can use the leave or cash it out on a semi-annual basis as set forth below until all hours are exhausted. Accrued unused annual leave in the excess annual leave bank shall be paid upon separation from the city service.

Employees in the Unit shall have the option of converting accrued and vested annual leave into cash on the last pay date of July and the first pay date of December. Such conversion may be for any amount of accrued and vested annual leave hours.

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

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

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

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

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

18. PAYMENT IN LIEU OF HOLIDAYS

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

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) holiday pay.

19. COMPENSATORY TIME OFF

The maximum accumulation cap for compensatory time off is one hundred and ninety-two (192) hours. Compensatory time off may be earned in lieu of overtime at the discretion of the employee. Upon separation, all unpaid accrued and vested compensatory time will be paid at the employee's current salary rate. Employees may cash out accrued compensatory time off at the same time they cash out annual leave in July and October each year. Employees with more than 192 hours of accrued compensatory time off on the date of City Council approval of this MOU must reduce their compensatory time off accrual down to at least 192 hours by the first pay period in December 2015. If it is not so reduced by use or cash-out by the employee, the city will cash-out any hours above 192 on the first pay day of December 2015.

Effective January 1, 2016, employees with compensatory time off banks of 192 hours must use compensatory time off to lower the time in their bank below 192 hours to be able to accrue additional compensatory time off.

20. DRUG POLICY/DRUG SCREENING

This policy is attached and incorporated by reference into this Agreement as Exhibit A.

21. ACTING ASSIGNMENTS

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

21.1

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

If the employee works more than twelve (12) and up to twenty-four (24) hours out of classification, he shall receive 1.2 hours of pay at his regular hourly rate. The parties agree that to the extent permitted by law, acting pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) temporary upgrade pay.

21.2

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

21.3

When an employee works out of classification for a consecutive two (2) week period, a Personnel Action Form shall be submitted designating that employee as acting in the position he is holding. The employee's salary shall be raised to the lowest step on the range of the higher classification which will provide an increase in pay of at least five percent, but not to exceed the top step of the new range.

22. OVERTIME

Fire Management employees, including the Fire Suppression Captains, Fire Prevention Captains, Battalion Chiefs and the Deputy Chief shall be compensated for overtime worked at a rate of fifty percent above the employee's regular hourly rate of pay for work performed in excess of two hundred and four (204) hours per twenty seven (27) day work period (in accordance with Section 7(k) of the Fair Labor Standards Act) or in excess of forty (40) hours a week for those assigned positions. In addition to the foregoing, when an employee is required to work outside the City per the City's agreement to provide mutual aid in the City's California Fire Assistance Agreement with the California Emergency Management Agency, the employee will be paid at the rate of time and one half for such shifts.

23. FORTY HOUR CONVERSION

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

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

24. WORK SCHEDULES

Fire Management Unit positions assigned to the classification of Fire Prevention Captain and Deputy Chief shall be allowed to work on either a 4/10 schedule, or a 9/80 schedule, with the understanding that such schedule is at the discretion of the Fire Chief.

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

During the term of this MOU, either party may reopen negotiations for the sole purpose of discussing work schedules.

25. SHIFT TRADING

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

26. EMERGENCY RECALL

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

27. BOMB SEARCH

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

28. JURY DUTY

Fire Management Unit employees who are called for and serve on jury duty, or to honor a subpoena, will be given time off from work with pay. Compensation shall be the difference between the employee's straight-time hourly rate for the straight-time hours normally worked and the amount of compensation received for serving as a juror other than meal or transportation reimbursement.

An employee who calls the court while at work and finds out that he/she must report to jury duty the next day must continue to work the shift but will be relieved from duty with sufficient time to arrive at the court for jury duty in the morning. If the employee is scheduled to be on duty on the day he/she is on jury duty, he/she must return to his/her shift after the jury service is done for the day. For employees who are required to serve on jury duty for longer than two weeks (and who are informed of such when empanelled on a jury) their work schedule shall be converted to a 40 hour staff schedule during their time on jury duty.

29. MILEAGE

Reimbursement for personal vehicle use shall be at prevailing IRS rate.

30. UNIFORM ALLOWANCE

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

A black shirt with PSFD patch for Fire Prevention Captains is permitted.

The parties agree that to the extent permitted by law, uniform allowance shall be reported to CalPERS as such pursuant to Title 2, CCR 571(a)(5) and the City will report as special compensation, the value of the uniforms for a unit member employed on or before December 31, 2012. "New members" as defined under the Public Employees' Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.

31. BODY PIERCING

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

32. TATTOOS

Tattoos or temporary tattoos shall not be visible on the head, face, and neck or below the elbow. Current employees whose tattoos were previously exempted from the policy shall maintain the exemption.

33. NON-SMOKING REQUIREMENT

Employees hired after July 1, 2011 must be non-tobacco users and must remain non-tobacco users throughout the term of their employment. Employees in the association prior to July 1, 2011 may not use tobacco products during working hours or at any City sponsored event unless during break periods in outside designated areas only.

34. SIDA BADGES

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

35. IRS 125 PLAN

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

36. FILLING VACANCIES

The City recognizes the value of promotion through the ranks in the Fire Department and acknowledges its desire to offer promotional opportunities to members of the bargaining unit. To that end, all vacancies will be open to internal candidates and their years of service, qualifications and service to the City will be factors considered in making a final decision. However, the City reserves the right to open such recruitments externally if it determines it is necessary to do so based on the particular vacancy.

37. CHANGES DURING TERM AND REOPENERS

Waiver of Further Bargaining on Terms Within the MOU - The terms agreed upon by the MOU shall take effect at the time specified herein upon approval by Resolution of the City Council of the City of Palm Springs and shall remain in full force and effect until midnight, June 30, 2018.

Exhibit A. DRUG POLICY/DRUG SCREENING

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

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

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

Section 1

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

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

Section 2

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

Section 3

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

Section 4

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

Section 5

While use of medically prescribed medications and drugs is not per se a violation of this policy, this policy shall establish that no employee shall operate a City vehicle or dangerous machinery or equipment while taking any kind of medication or drugs which are clearly marked that they may cause significant drowsiness or impair an employee's performance. An employee shall notify his/her supervisor, before beginning work, when taking such medications or drugs. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a physician designated by the City may be required. The City reserves the right to send an employee home on sick leave under these circumstances.

Section 6

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

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

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF PALM SPRINGS

AND

PALM SPRINGS FIRE MANAGEMENT ASSOCIATION

This Side Letter of Agreement ("Agreement") between the City of Palm Springs ("City") and the Palm Springs Fire Management Association (Association) (collectively "Parties") is entered into with respect to the following:

WHEREAS, the parties have been negotiating for a successor MOU and are in the process of doing so; and

WHEREAS, the parties wish to memorialize two agreements they have reached in those negotiations which they believe do not need to be included in their MOU because these are one time changes which will be implemented on the date the MOU is approved by the City Council following ratification by the Association; and

WHEREAS, the following sets forth the parties' Agreement.

- 1) In exchange for eliminating the holiday in lieu payment for the rank of Deputy Fire Chief; the parties agree that the Deputy Fire Chief Salary as set forth on the Salary and Classification Schedule will be increased by three percent (3%).
- 2) The parties acknowledge that it is a minimum qualification to be employed in or promoted into any position in the unit that an individual possesses a State of California Fire Officer Certification and an Associate's Degree from an accredited college or university with major coursework in fire science or a related field. Also, currently after such individual is employed, he/she receives a two and one half percent (2.5%) premium for having the State of California Fire Officer Certification and he/she receives a five percent (5%) premium for possessing the Associate's Degree.
- 3) Effective the pay period following City Council approval of the MOU, the incentive pays for Fire Officer Certification and for possession of an Associate's Degree are eliminated. Instead of being at the range each employee is currently at because of receipt of the Fire Officer Certification and Associate's Degree, employees at each rank shall remain at their same range (i.e., three 2.5% ranges higher) because that pay is part of their base pay. For example, the first range of the Deputy Fire Chief is 75 and an individual employed as a Deputy Fire Chief is currently now initially employed at range 78, because each of the 2.5% ranges between 75 and 78 (for the 2.5% Fire Officer Certification and the 5% for the Associate's Degree) cause the employee to move to range 78. By this agreement, the parties are agreeing that range 78 will be the first range for the Deputy Fire Chief since it is a minimum qualification for this classification to have a Fire Officer Certification and Associate's Degree. This would similarly apply for employees at the rank of Fire Captain and Battalion Chief.
- 4) The Bachelor's and Master's Degree provisions of Article 13 of the parties' MOU will be reduced from 7.5% to 2.5% for Bachelor's Degree and from 10% to 5% for Master's Degree.

PALM SPRINGS FIRE SAFETY ASSOCIATION (PSFSA)



MEMORANDUM OF UNDERSTANDING

July 1, 2014 – June 30, 2018

**The Palm Springs Fire Safety Association
Memorandum of Understanding
July 1, 2014 – June 30, 2018**

By Article Number

1. PUBLIC EMPLOYEES' RETIREMENT SYSTEM.....	1
2. HEALTH, DENTAL, VISION AND OTHER INSURANCE.....	3
3. OVERTIME.....	5
4. EMERGENCY CALLBACK PAY.....	6
5. BOMB SEARCH.....	7
6. CERTIFICATION.....	7
7. NON-SMOKING REQUIREMENT.....	7
8. PERFORMANCE STANDARDS.....	7
9. ACTING PAY.....	7
10. LEAVE.....	8
11. BASE SALARIES.....	11
12. STAFFING.....	14
13. VACATION RELIEF.....	14
14. EDUCATIONAL INCENTIVE PAY.....	14
16. MILEAGE REIMBURSEMENT.....	14
17. DMV PHYSICALS.....	14
18. PAYROLL CHANGES.....	15
19. UNIFORMS.....	15
21. PRACTICES.....	16
22. MAINTENANCE OF BENEFITS.....	16
23. NO REQUEST FOR CHANGES DURING TERM.....	17
24. STRIKES AND WORK STOPPAGES.....	17
25. LAYOFF AND RECALL.....	17
26. IRS 125 PLAN.....	18
27. SHIFT TRADING.....	18
28. PARAMEDIC PROGRAM.....	18
29. UNION BUSINESS BANK.....	19
30. ELECTRONIC COMMUNICATION GUIDELINES.....	19
EXHIBIT "A" PERFORMANCE STANDARDS PROGRAM.....	20

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

(July 1, 2014 – June 30, 2018)

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

A. Pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500, et. seq., the City of Palm Springs (hereinafter referred to as the "City") continues to recognize the Palm Springs Fire Safety Association (hereinafter referred to as the "Unit") as the exclusively recognized employee organization for the employee Fire Safety Association of representation known as the Fire Safety Unit (hereinafter referred to as the "Unit"), which is comprised of the classifications 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.

B. The Palm Springs Fire Safety Association (PSFSA) 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:

1. This MOU constitutes a joint recommendation by the Association and the MERR, to be submitted to the City Council of the City of Palm Springs for its determination and approval by one or more resolutions, as the City Council may deem fit and proper.
2. Upon Council approval, this MOU shall be for the period of July 1, 2014, through June 30, 2018, provided, however, that specific sections of this MOU shall have later effective dates as specified herein.

1. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

1.1 Retirement Formula

Unit members (and not "new members" as defined by the Public Employees' Pension Reform Act of 2013 - PEPRRA) hired prior to December 17, 2011 are covered by the 3% @ 50 formula provided for by the Public Employees' Retirement Law at Government Code section 21362.2. These employees' retirement will be calculated pursuant to the optional benefit (in the City's contract with CalPERS) of single highest twelve month period.

Unit members (and not "new members" as defined by the Public Employees' Pension Reform Act of 2013 - PEPRA) hired after December 17, 2011 are covered by the 3% @ 55 formula provided for by the Public Employees' Retirement Law at Government Code section 21363.1. These employees' retirement will be calculated pursuant to the optional benefit (in the City's contract with CalPERS) of single highest twelve month period.

Unit members who are defined as "new members" under the PEPRA, are covered by the 2.7% @ 57 formula provided for by the PEPRA at Government Code section 7522.25(d). These employees' retirement will be calculated per the three year average final compensation as provided for by the PEPRA.

1.2 Employee Contributions to the Retirement System

1.2.1 Employees subject to the 3% @ 50 and 3% @ 55 formula hired prior to January 1, 2013

Effective at the beginning of the pay period following City Council approval of this MOU, employees in the Unit shall pay their nine percent (9%) member contribution.

1.2.2 Employees subject to the 3% @ 50 and 3% @ 55 formula hired on or after January 1, 2013

These employees currently pay their nine percent (9%) member contribution and will continue to do so.

1.3 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.

Employees subject to the 2.7% @ 57 Formula – "New Members" as defined by PEPRA

Effective January 1, 2013, these employees shall pay the statutorily mandated employee contribution rate of one half of the total normal cost.

1.4 Optional Benefits

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

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 2014 are set forth below. In the event that the premium charges for the health, dental or vision benefits exceed the total premium costs for the prior year (by four percent (4%) or more the amount of the excess shall be paid by the Unit member through a payroll deduction. Each calendar year, the City will pay up to a (four percent) 4% increase above the prior year's premium rates. The above explanation of the health, vision and dental contributions are described with the following example involving the 2012-2014 rates:

- 1) In 2012, the Blue Shield single party rate was \$720.26.
- 2) In 2013, the rate increased by 7.50% to \$774.28.
- 3) In 2013, the City paid the first 5% of the 7.5% increase = \$36.01 of the \$54.02 increase and the employee paid the remainder (the difference between 5% and 7.5% = 2.5% of the increase or \$18.01). Thus, in 2013, the premium rate was \$774.28 and the City paid $\$720.26 + \$36.01 = \$756.27$ and the employee paid \$18.01.
- 4) In 2014, that same rate went up to \$851.58. This was a 9.98% increase over the 2013 rate. The parties agree that it was the City's responsibility to pay the first 4% of the 2014 increase on top of the 2013 premium. Since the 2013 rate was \$774.28, and 4% of that amount \$30.97, the City's additional increase for 2014 is \$30.97 which is added to what it was paying in 2013. $\$756.27 + \$30.97 = \$787.24$. The employee pays \$64.34 for 2014.
- 5) For 2015, the City will pay the amount of any increase in the health insurance up to 4% over the 2014 premium of \$851.58. That increase (if any) will be added to the City's 2014 contribution of \$787.24.
- 6) Vision and Dental Insurance are calculated exactly the same way as described above for health insurance.

2.1 Health, Dental and Vision Insurance

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 2014 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 2014

Type of Coverage	Health	Dental	Vision
Single Party	\$787.24	\$34.30	\$13.17
Two-Party	\$1,511.10	\$47.66	\$13.17
Family	\$1,601.27	\$69.24	\$13.17

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, Proof of Domestic Partner Relationship as issued by a governmental agency, 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 continuous City service, and 100% payment for retirees' coverage upon completion of 25 years of continuous 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 continuous 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 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.

During the term of this MOU, either party may reopen negotiations for the sole purpose of discussing work schedules.

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

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

3.6

Unit members assigned to shift duty shall not accumulate compensatory time off in excess of one hundred and ninety two (192) hours. Upon separation, all unpaid accrued and vested compensatory time will be paid at the employee's current salary rate. Employees may cash out accrued compensatory time off at the same time they cash out annual leave in July and October each year. Employees with more than 192 hours of accrued compensatory time off on the date of City Council approval of this MOU must reduce their compensatory time off accrual down to at least 192 hours by the first pay period in December 2015. If it is not so reduced by use or cash-out by the employee, the City will cash-out any hours above 192 on the first pay day of December 2015.

Effective January 1, 2016, employees with compensatory time off banks of 192 hours must use compensatory time off to lower the time in their bank below 192 hours to be able to accrue additional compensatory time off.

4. EMERGENCY CALLBACK PAY

4.1

Unit members called back to work will receive a minimum of four (4) hours callback pay per incident. The employee must take this compensation as pay, not compensatory time off.

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." The provision is incorporated into this MOU.

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 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. 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:

9.1

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. The parties agree that to the extent permitted by law, acting pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) temporary upgrade pay.

9.2

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.

9.3

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.

9.4

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.

10. LEAVE

10.1 Accrual and Vesting

Unit members 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.

10.2 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

10.3 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

10.4 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.

10.5 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.

10.6 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 10.5. This paragraph shall apply on a per injury basis.

10.7 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.

10.7.1

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

10.8

Requests to use more than twelve (12) hours of compensatory time must be made 48 hours in advance and will be granted if the notice is given as long as granting the leave is not unduly disruptive to the Department. Unduly disruptive is defined by Department of Labor regulation 29 CFR section 553.25(d).

10.9 Fire Safety Unit Sick Leave Provisions

10.9.1 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.

10.9.2 Eligible to Use

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

10.9.3 Sick Leave Maximum Accrual

Sick leave shall accrue to a maximum of three (3) months or seven hundred and twenty

(720) hours. Notwithstanding the preceding sentence, if an employee's accrued sick leave reaches 720 hours, he/she will continue to accrue sick leave in that calendar year subject to the following: An employee may cash out any accrued sick leave above 720 hours in the last pay period in July, if an employee still has sick leave on the books in excess of 720 hours by the pay day for the first pay period of December, the unused sick leave above 720 hours shall be compensated by a cash payment in an amount equal to the member's straight time hourly rate of pay for those unused accumulated sick leave hours.

10.10 Disposition of Accrued & Vested Leave Upon Termination

10.10.1

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

10.10.2

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

10.11 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.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) holiday pay.

10.12 Forty Hour Employees of the Unit

The employee leave benefits accorded to 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).

11. BASE SALARIES

Effective the pay period following Council approval of this MOU, members of the Unit shall receive a nine percent (9%) salary increase.

Effective the pay period which includes July 1, 2015, members of the Unit shall receive a two percent (2%) salary increase.

Effective the pay period which includes July 1, 2017, members of the Unit shall receive a one percent (1%) salary increase.

Following City Council approval of this MOU, two new steps will be added to the salary schedule as entry level steps for each classification. Employees hired prior to City Council approval of this MOU will not be impacted by this modification to the salary schedule as their salary will not be impacted except as provided above (with the salary increases provided). Employees hired prior to City Council approval of the MOU will move on the salary schedule as follows: Those employees at step 1 will move to step 3, employees at step 2 will move to step 4, employees at step 3 will move to step 5; employees at step 4 will move to step 6 and employees at step 5 will move to step 7. Employees hired after City Council approval of the MOU, will be hired as in the past, typically at step 1 of the new salary schedule.

11.2 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.

The parties agree that to the extent permitted by law, Bilingual pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Bilingual Premium.

11.3 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 hrs.) 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.

The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Training Premium.

11.4 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 his/her Scott™ training and certification per Scott™ requirements and meet the requirement of the department's supervising Fire Captain in order to stay in the program.

Each technician shall be assigned to Fire Station 442 as his/her 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 six 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.

12. STAFFING

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

13. VACATION RELIEF

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

14. 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.

The parties agree that to the extent permitted by law, the pays in this article are special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Educational Pay.

15. TUITION REIMBURSEMENT

Unit members shall be entitled to receive up to \$3,000 per fiscal year through the Tuition Reimbursement Program. However, the City shall budget for the Tuition Reimbursement Program and once the funds in the budget for the Program have been exhausted by employees accessing the funds, no additional funds for tuition reimbursement are required to be paid.

16. MILEAGE REIMBURSEMENT

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

17. 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.

18. 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.

Employees who work overtime must determine by 8:00 p.m. on the shift whether they want to receive the overtime as pay or compensatory time off for the shift and must communicate their decision to the Shift Battalion Chief on duty. Changes in such determination by the employee will not be accepted after 8:00 p.m. on the shift.

19. UNIFORMS

19.1 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.

The parties agree that to the extent permitted by law, uniform allowance shall be reported to CalPERS as such pursuant to Title 2, CCR 571(a)(5) and the City will report as special compensation, the value of the uniforms for a unit member employed on or before December 31, 2012. "New members" as defined under the Public Employees' Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.

19.2 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.

19.3 Body Piercing

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

19.4 Tattoos

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

19.5 SIDA Badges

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

20. 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.

21. 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.

22. 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.

23. 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, 2018. 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.

24. STRIKES AND WORK STOPPAGES

24.1 Prohibited Conduct

The PSFSU, its officers, agents, representatives and/or Unit members agree that, 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.

24.2

Any PSFSU members who participate in any conduct prohibited in 24.1 above shall be subject to suspension, demotion, or dismissal by the City.

24.3

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 24.4 - 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.

24.4 The Unit Responsibility

In the event that the Unit, its officers, agents, representatives, or Unit members engage in any of the conduct prohibited in 24.1 - 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 24.1 and return to work.

25. 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.

25.1 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.

26. 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.

27. SHIFT TRADING

Shift trades are provided per Fire Department Standard Operating Procedure.

There is no limit on the number of shift trades 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.

28. PARAMEDIC PROGRAM

The City has developed 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.

The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Paramedic Pay.

29. UNION BUSINESS BANK

The City will provide a bank of one hundred twenty (120) hours per year to be allocated by the 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 when those hours are used. 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. In addition, the Association will provide a report to the Human Resources Department upon request (up to twice a year) of the use of these hours in the previous year.

30. ELECTRONIC COMMUNICATION GUIDELINES

The Unit agrees to the City-wide Electronic Communication Guidelines.

EXHIBIT "A" - PERFORMANCE STANDARDS PROGRAM

The parties agree on 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.

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.

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.

MANAGEMENT ASSOCIATION OF PALM SPRINGS (MAPS)



MEMORANDUM OF UNDERSTANDING

JULY 1, 2014 – JUNE 30, 2018

**Management Association of Palm Springs (MAPS)
Memorandum of Understanding
July 1, 2014 – June 30, 2018**

By Article Number

3. MEETINGS.....	1
4. PAYROLL DEDUCTION- ASSOCIATION MEMBERSHIP	2
5. PRACTICES.....	2
6. MAINTENANCE OF BENEFITS	2
7. STRIKES AND WORK STOPPAGES.....	2
8. FEDERAL AND STATE LAWS	3
9. EDUCATIONAL REIMBURSEMENT	3
10. INSURANCE	3
11. HEALTH INSURANCE FOR RETIREES	6
12. RETIREMENT	7
13. DISPOSITION OF LEAVE AND PAY UPON SEPARATION	8
14. EDUCATION INCENTIVE PAY.....	8
15. SALARIES	9
16. REDUCTION IN FORCE.....	10
17. MILEAGE	10
18. UNIFORM ALLOWANCE.....	10
19. ANNUAL LEAVE	10
20. DRUG POLICY/DRUG SCREENING.....	11
21. ACTING OUT OF CLASSIFICATION	11
22. OVERTIME.....	12
23. EMPLOYEE SERVICE AWARDS.....	12
24. ASSOCIATION TIME BANK	12
25. SALARY ADVANCEMENT ELIGIBILITY	13
26. BEREAVEMENT LEAVE.....	13
27. WAIVER OF FURTHER BARGAINING	13
28. WORK SCHEDULE	13
31. FLOATING HOLIDAYS	13
APPENDIX A - DRUG AND ALCOHOL POLICY	15
APPENDIX B – MAPS CLASSIFICATIONS AND FLSA EXEMPTION STATUS	17

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE (MERR)
AND THE MANAGEMENT ASSOCIATION OF PALM SPRINGS (MAPS)
REPRESENTING THE PROFESSIONAL & MANAGEMENT UNIT
JULY 1, 2014 – JUNE 30, 2018**

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

A. The Management Association of Palm Springs (hereinafter referred to as "MAPS") is the exclusive recognized employee organization for members it represents employed by the City in the Professional and Management Unit ("Unit") as defined in Section 8.1.6 of the Employer-Employee Relations Resolution, Resolution 16438, as amended by Resolution 17793.

B. MAPS 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 MAPS in the aforesaid group and have reached agreements which are set forth in this Memorandum of Understanding (hereinafter referred to as the "MOU").

MAPS AND MERR agrees as follows:

1. This MOU constitutes a joint recommendation by MAPS 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.
2. This MOU recommended to the City Council shall be for the period commencing July 1, 2014, and terminating at midnight, June 30, 2018.

3. MEETINGS

3.1.1

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

3.2

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

4. PAYROLL DEDUCTION- ASSOCIATION MEMBERSHIP

4.1

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

4.2

Employees eligible for membership in MAPS are required to pay the reasonable cost of employee representation. It is agreed that this amount will be 75% of Association membership dues. The City of Palm Springs is not required to collect Agency Shop Dues.

5. PRACTICES

It is understood that existing ordinances, resolutions, and policies of City cover matters pertaining to employer-employee relations including, but not limited to, wages, salaries, benefits, hours and other terms and conditions of employment. Therefore, it is agreed by the parties hereto that all such ordinances, resolutions and policies, including, but not limited to, Sections 4, 5, 6, 7 and 13 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. City and Unit members shall continue to have the rights and prerogatives as set forth in Sections 4, 5, 6, 7 and 13 of Resolution 16438, and nothing in this MOU shall be deemed in any manner to abridge, restrict or modify the same except as limited by the Strikes and Work stoppages section of this MOU.

6. MAINTENANCE OF BENEFITS

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

7. STRIKES AND WORK STOPPAGES

7.1 Prohibited Conduct

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

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

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

7.2 Association Responsibility

In the event that MAPS, its officers, agents, representatives, or Unit members engage in any Prohibited Conduct, MAPS shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and unlawful, and they must immediately cease engaging in conduct prohibited in said Section 7.1 and return to work.

8. 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.

9. EDUCATIONAL REIMBURSEMENT

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

10. INSURANCE

10.1 Cafeteria Plan

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

- 1) Dental Insurance as addressed below in Section 10.3; and
- 2) Vision Insurance as addressed below in Section 10.5 with a \$20 co-pay;

The City will pay the CalPERS statutory minimum to comply with the Public Employees' Hospital and Medical Care Act on behalf of all employees and retirees (\$119 for 2014, and a yet undetermined amount for beyond 2014. In addition, the maximum City contribution to the Plan (i.e., health, dental and vision insurance) shall be determined

annually based on the formula that has been used by City which is inclusive of the PERS statutory minimum. The formula involves taking the rate increase for each benefit as listed above, and combining them to develop a single rate increase to the maximum contribution to the categories listed below (i.e., single, two-party, and family).

The current cafeteria plan rates effective January 1, 2014, are:

Category	Maximum Contribution
Unit Member Only	\$ 667/month
Unit Member + 1	\$ 1,312/month
Family	\$1,754/month

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

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

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

In the event a Unit member selects a Plan (per 10.1) which does not require City to make a maximum contribution, then such unit member shall receive the remainder of the City contribution (up to the maximum of \$122.00 per pay period). In no event shall a positive balance exceed \$122.00 per pay period (24 pay periods per year).

10.2 Medical Insurance Withdrawal

Except as provided below, Unit members who elect to purchase health insurance independent of the Plan, may withdraw from or decline to participate in the Plan by executing, in writing, an election to withdraw from, a declination to participate in, and/or a waiver of benefits (as appropriate) on such form as may be required by City.

Unit members who elect not to participate in the Plan beyond the City minimum monthly contribution will be reimbursed the sum of \$122.00 per pay period (24 pay periods per year).

10.3 Dental Benefits

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

10.4 Life Insurance

Members of the unit will receive \$50,000.00 term life insurance coverage and \$50,000 accidental death and dismemberment (AD&D) coverage.

10.5 Vision Benefits

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

10.6 Domestic Partner Coverage

Legislation passed allowing domestic partners to register with the Secretary of State and be eligible to enroll in a CalPERS health plan. The law requires the following actions for a domestic partner to be enrolled in a CalPERS health benefits plan: First, the Secretary must register the domestic partnership, and provide a Declaration of Domestic Partnership to the domestic partners. Specified same-sex domestic partnerships (between persons who are both at least 18 years of age), and specified opposite sex domestic partnerships (when one person is over the age of 62), are eligible to register with the secretary.

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

Domestic partner enrollment documents submitted within 60 days of the domestic partner registration will provide health benefit coverage effective on the first day of the month following the month in which the employer received the enrollment document. Domestic partner enrollments after the 60 days may be enrolled during the plans next open enrollment period.

10.7 Short Term Disability

Unit members will be permitted to make premium payments through payroll deductions in order to maintain a Short Term Disability insurance coverage plan, with no city contribution to the premium. Participation in the plan is mandatory.

10.8 Long Term Disability

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

11. HEALTH INSURANCE FOR RETIREES

As long as they qualify for coverage with *CalPERS*, members of the Unit shall be permitted to participate in the City-provided group health plans after retirement as a *retiree*. For those retirees, the City will only contribute the mandatory minimum monthly premium (i.e., the statutory minimum) as may be required by *CalPERS* for the particular calendar year. .

Tier I - Effective 7/1/1999:

In service employees hired (or received a written offer of employment) prior to September 7, 2005 shall receive health insurance for retirees as follows:

A. After 20 years of continuous service, a management, professional or confidential employee who attains age fifty (50) and retires from active service as a Palm Springs employee, the City will contribute an amount of money which shall be called a "retiree health stipend" in the amount of 75% of the *CalPERS* premium (minus the *PERS* statutory minimum which the City is already contributing on behalf of the retiree to comply with *PEHMCA* to reimburse the retiree for his/her health insurance coverage.

B. After 25 years of continuous service, a management, professional or confidential employee who attains age fifty (50) and retires from active service as a Palm Springs employee, the City will contribute an amount of money which shall be called a "retiree health stipend" in the amount of 100% of the *CalPERS* premium (minus the *PERS* statutory minimum which the City is already contributing on behalf of the retiree to comply with *PEHMCA* to reimburse the retiree for his/her health insurance coverage.

The retiree health stipend as described above will be based on the coverage type (and limited to single, or two-party) in effect at the time of retirement.

In the event of the employee's death, the City's obligation to continue making health care contributions will end. The surviving spouse/domestic partner may remain on the plan as a *retiree* without a City contribution to the premium.

Tier II – Effective 9/7/2005:

For all employees *initially* hired by the City after September 7, 2005, there will be no City contribution for retiree health benefits (other than the *CalPERS* statutory minimum amount (\$119 in 2014 and an undetermined amount beyond 2014). The City will, for these employees, make a \$50.00 per month contribution to an employee Retiree Health Savings Plan and the associated fixed dollar cost of administration.

12. RETIREMENT

12.1 Retirement Formula

Unit members (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.

Unit members (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.

Unit members 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.

12.2 Employee Contributions to the Retirement System

Employees subject to the 2.7%@55 Formula

Effective at the beginning of the pay period following City Council approval of this MOU, employees in the Unit shall pay their eight percent (8%) member contribution.

Employees subject to the 2% @ 60 Formula

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

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.

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

Effective July 1, 2014, these employees shall pay the statutorily mandated employee contribution rate of one half of the total normal cost.

12.4 Optional Benefits

The City contracts with CalPERS for the following optional benefits:

- 1) Pre-retirement death benefits to continue after remarriage of survivor – Government Code section 21551
- 2) Death Benefit – Government Code section 21620
- 3) Post Retirement Survivor Allowance – Government Code sections 21624/26/28 and 21635
- 4) Death Benefits – Government Code section 21574 21620
- 5) Military Reallocation Credit - Government Code section 21024
- 6) Final Compensation Period One Year - Government Code section 20042 for classic members
- 7) 2% Cost of Living Allowance - Government Code section 21329
- 8) Prior Service - Government Code section 20055

13. DISPOSITION OF LEAVE AND PAY UPON SEPARATION

13.1

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

13.2

In the event a member resigns or retires, City and Unit agree that members last paycheck, including pay out of vested leave, in accordance with this MOU, shall be paid at the next regularly scheduled pay-day after separation date from City service.

14. EDUCATION INCENTIVE PAY

14.1

Unit members will be eligible to receive an additional 5% of their base salary for a Master's Degree from a college or university accredited by either the Council for Higher Education Accreditation ("CHEA") or the U.S. Department of Education ("USDE"), or for maintaining a professional certification related to their job that require Continuing Education Hours or require testing or coursework to be recertified. . Any employees who, as of the effective date of this MOU receive certification pay from the City for certifications which do not require Continuing Education Hours or require testing or coursework to be recertified, will continue to receive that pay. However, upon the effective date of this MOU, certification pay for professional certifications will only be provided to employees who maintain certifications related to their job which require Continuing Education Hours

or require testing or coursework to be recertified. Each Department must approve the certification pay and determine if it is a certification necessary for department

14.2

Unit members designated by the City Manager may be eligible to receive an additional 5% Notary Certification Pay for being a licensed Notary Public. Designations for "Notary Certification Pay" for Unit members shall be entirely at the City Manager's discretion.

14.3

Unit members may be eligible to receive an additional 5% in compensation for their provision of bilingual services. The City Manager shall determine the language needs as well as the number of employees eligible for such premium pay. In order to be eligible for such premium pay, an employee must pass an examination demonstrating fluency in reading and speaking the desired second language.

Per this article, unit members may only receive one of the following certification premiums of five percent (5%): Master's Degree, professional certification, notary certification or bilingual certification.

15. SALARIES

Effective in the pay period following Council approval of this MOU, members of the Unit shall receive an eight percent (8%) salary increase.

Effective the pay period which includes July 1, 2015, members of the Unit shall receive a two percent (2.0%) salary increase.

Effective the pay period which includes July 1, 2017, members of the Unit shall receive a two percent (2.0%) salary increase.

Following City Council approval of this MOU, two new steps will be added to the salary schedule as entry level steps for each classification. Employees hired prior to City Council approval of this MOU will not be impacted by this modification to the salary schedule as their salary will not be impacted except as provided above (with the salary increases provided). Employees hired prior to City Council approval of the MOU will move on the salary schedule as follows: Those employees at step 1 will move to step 3, employees at step 2 will move to step 4, employees at step 3 will move to step 5, employees at step 4 will move to step 6 and employees at step 5 will move to step 7. Employees hired after City Council approval of the MOU, will be hired as in the past, typically at step 1 of the new salary schedule.

Employees who promote into the unit will be placed at a step on the salary schedule at least five percent (5%) above (unless five percent (5%) would cause the employee's

salary range to be above top step for the classification hired into) the step from which they were at in their prior job classification with the City.

For employees in the unit on the date of City Council approval of this MOU, if promoted within the unit, they will also receive at least a five percent (5%) increase from their current salary. In addition, such employees will be placed on at least step three of their new classification

16. REDUCTION IN FORCE

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

17. MILEAGE

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

18. UNIFORM ALLOWANCE

City agrees to continue to pay a monthly uniform allowance of \$125.00 to the Emergency Services Coordinator and \$135.00 to the Animal Control Supervisor, as a reimbursement for expenses incurred for acquisition and maintenance of uniforms.

Effective the pay period following City Council approval of this MOU the City will provide uniforms for Operations Supervisors who work at the Palm Springs Airport. The City's uniform service will clean the uniforms and make them available for use by the employees.

19. ANNUAL LEAVE

19.1 Conversion and Definition

Annual leave shall be defined as any approved absence with pay from regularly scheduled work for any purpose that are not properly chargeable to some other category of leave. Annual leave shall substitute for either annual leave or sick leave as covered under Personnel Rule 6 as amended herein.

19.2 Maximum Accrual and Minimum Usage

There shall be a maximum accrual of 712 annual leave hours for MAPS members in Group II.

19.3 Annual Leave Cash-In

Unit employees shall have the option of converting accrued and vested annual leave into cash, without limitation (other than as provided below). Such cash-ins of annual leave shall be permitted twice a year on the last payday of July and the first payday of December. Such conversion may be for any amount of accrued and vested annual leave hours.

19.4 Eligible To Use

Unit members shall be eligible to use annual leave as it is accrued.

19.5 Accrual Rates for Employees Hired Before July 5, 1981

Unit members hired before July 5, 1981 shall accrue and vest 24.67 hours of annual leave on a monthly basis.

19.6 Accrual Rates for Unit Members Hired After July 5, 1981

Professional and Management Unit members hired on or after July 5, 1981 shall accrue and vest annual leave on a monthly basis in accordance with the following schedule:

YEARS OF SERVICE	HOURS ACCRUED & VESTED MONTHLY
0 through 5	16
6 through 10	18
11 and after	20.67

19.7 Less than full-time employees

Less than full-time employees will accrue and vest annual leave on a pro-rated basis based on their allocated full time equivalent.

20. DRUG POLICY/DRUG SCREENING

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

21. ACTING OUT OF CLASSIFICATION

On the second (2) consecutive day that a Unit member is required to perform duties out of his/her designated classification ("acting out of class") such member shall be entitled to additional compensation equal to the lowest step on the range of the higher classification which will provide an increase in pay of 5%, but not to exceed the top step of the classification for which such member is performing acting out of class duties ("acting

pay"). Such acting pay shall be prospective only, commencing after the second (2) consecutive day the member is acting out of class and continuing thereafter until such member ceases performing acting out of class duties.

22. OVERTIME

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

The City agrees that if a Unit member is asked to work more than 40 hours in a week, he/she is eligible to receive overtime or compensatory time off, either MOU overtime/compensatory time off for exempt employees or FLSA overtime/compensatory time off) for non-exempt employees . If the employee accrues compensatory time off, all requests to use that time will be honored in a timely manner. Unit members shall be required to log time in and time out. Unit employees may be allowed to flex hours within a work week, if approved in advance by the Department Head.

22.1 Comp Time

The maximum Compensatory Time accumulation is one hundred (100) hours.

22.2 Standby Pay

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

23. EMPLOYEE SERVICE AWARDS

The Service Awards program will be continued for Unit members. .

24. ASSOCIATION TIME BANK

Unit members shall be permitted voluntarily to donate leave time (annual leave or compensatory time off) to a MAPS Time Bank. The Time Bank shall contain a maximum of forty (40) hours at any given time available to officers of MAPS to conduct Association business. Request for use of banked hours shall require a request from the President of MAPS on MAPS letterhead authorizing use of Banked Time. The use of the banked time

must be approved by the employee's immediate supervisor and the City agrees that the use of the time will not be unreasonably denied. . In addition, the Association will provide a report to the Human Resources Department upon request (up to twice a year) of the use of these hours in the previous year.

25. SALARY ADVANCEMENT ELIGIBILITY

Personnel Rule 5.9.2.1 is modified to the extent that MAPS unit members shall be eligible for step increases if they have at least a "meets expectation" or higher service rating.

26. BEREAVEMENT LEAVE

Personnel Rules 6.16.2 and 1.16.3 are modified to the extent that MAPS unit members shall be granted three (3) scheduled work days in the event of a death in the "immediate family" (as defined in the City's Personnel Rules) of an employee regardless of travel.

27. WAIVER OF FURTHER BARGAINING

The terms agreed upon by the MOU shall take effect at the time specified herein upon approval by Resolution of the City Council of the City of Palm Springs and shall remain in full force and effect until midnight, June 30, 2018.

28. WORK SCHEDULE

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. A Unit member may request to work a four day – nine hour work schedule (4/9). Such a request is subject to Department Head approval and once granted, may be revoked at any time. A decision to deny a request for such a work schedule is not subject to challenge or grievance. The Department Head has total discretion as to whether to grant a request for such work schedule and whether the schedule should continue.

The parties agree that City Hall will remain closed on Fridays.

31. FLOATING HOLIDAYS

Unit members have one floating holiday per calendar year to use by December 31 of the calendar year in which it applies. This floating holiday does not accrue and cannot be cashed out. Employees must request to use the floating holiday just like they would request to use annual leave. Department heads have discretion whether to grant or deny a request to use the floating holiday but given that such holiday must be used within the fiscal year to which it applies, must exercise that discretion carefully to ensure that employees can use their floating holiday.

32.1 Friday Observed Holidays (and Floating Holiday):

For employees who follow the observed holiday schedule (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 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. The floating holiday has no cash value. If it is not used by an employee it is lost if any such hours are on the books at the time the unit member leaves the City. Employees may request to use their floating holiday just like a request to use annual leave. Department Heads have discretion whether to grant or deny a request to use the floating holiday, but must exercise that discretion carefully to ensure that employees can use these floating holidays. For employees who follow the calendar date schedule, they will continue to receive the holiday on the actual date of the holiday.

These holidays, including the one floating holiday earned each January as described in Section 31.1 may accrue up to 50 hours. 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.

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 or of alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations. "On the job" means while on City premises, at work locations, or while on duty or being compensated on an "on call status".

MAPS, City, and Unit members recognize that their future is dependent on the physical and psychological well-being of all employees. MAPS, City, and Unit members mutually acknowledge that a drug and alcohol-free work environment benefits employees and citizens and members agree to comply with this policy at such time as a mutually agreed upon employee assistance program is in place.

The purpose of this 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 a Unit member to submit to a substance screening. The employee will be given the option to select a blood test or urinalysis.

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

Section 3

Any manager or supervisor requesting that a Unit member submit to a substance screening shall document in writing the facts constituting reasonable suspicion and shall give the employee a copy. This report must advise the Unit member of his/her right to representation. Such member shall be given an opportunity to provide additional facts. A Unit member who is then ordered to submit to a substance abuse screening may request to be represented. Because time is of the essence in drug screening, a representative must be available within a reasonable time or the employee will then be ordered to submit to a substance screening.

Any employee who refuses to submit to a substance screening may be considered insubordinate and shall be subject to disciplinary action up to and including termination.

Section 4

The supervisor, or designee, shall transport the suspected Unit member to the testing facility. Testing shall occur on City time and be paid for by the City. The facility used for testing shall be certified by the National Institute of Drug Abuse and comply with established guidelines for "chain of custody" to insure that identity and integrity of the sample is preserved throughout the collecting, shipping, testing and storage process.

Section 5

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

Section 6

While use of medically prescribed medications and drugs is not per se a violation of this policy, this policy shall establish that no employee shall operate a City vehicle or dangerous machinery or equipment while taking any kind of medication or drugs which are clearly marked that they may cause significant drowsiness or impair a Unit member's performance. Such member shall notify his/her supervisor, before beginning work, when taking such medications or drugs. In the event there is a question regarding such member's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a physician designated by the City may be required. The City reserves the right to send such member home on sick leave under these circumstances.

Section 7

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

Depending upon the facts surrounding the reasonable suspicion determination, positive test result, and/or other violation of this policy or other City/department rules and regulations, City will refer such member to the EAP. Such referral shall be made available to such member as an alternative to disciplinary action. Referral would be subject to agreement by such member to enroll, participate in and successfully complete rehabilitation and/or counseling program and other terms and conditions in a "Last Chance Agreement".

Appendix B – MAPS classifications and FLSA Exemption Status

Position	FLSA Exemption	
Account Technician, Senior	Non Exempt	N/A
Accountant	Exempt	Professional
Accounting Supervisor	Exempt	Executive
Administrative Assistant	Exempt	Administrative
Administrative Secretary	Non Exempt	N/A
Airport Administration Manager	Exempt	Executive
Airport Maintenance Superintendent	Exempt	Executive
Airport Operations Manager	Exempt	Executive
Airport Operations Supervisor I	Exempt	Executive
Airport Security Coordinator	Exempt	Administrative
Animal Control Supervisor	Non Exempt	N/A
Arts & Special Projects Coordinator	Exempt	Administrative
Assistant Director of Finance	Exempt	Executive
Assistant Planner	Non Exempt	NA
Associate Civil Engineering	Exempt	Professional
Associate Planner	Non Exempt	N/A
Assistant Director of Public Works/Assistant City Engineering	Exempt	Professional
Budget Audit & Revenue Supervisor	Exempt	Executive
Building & Safety Supervisor	Exempt	Executive
Chief Deputy City Clerk	Exempt	Administrative
Communications & Records Manager	Exempt	Executive
Community Center Manager	Exempt	Administrative
Community Development Administrator	Exempt	Administrative
Deputy City Clerk	Non-Exempt	N/A
Deputy City Treasurer	Exempt	Administrative
Deputy Director of Aviation - Marketing, Comm, ASD	Exempt	Executive
Deputy Director of Aviation - Operations & Maintenance	Exempt	Executive
Economic Development/Downtown Admin	Exempt	Executive
Emergency Services Coordinator	Exempt	Administrative
Engineering Assistant	Non Exempt	N/A
Engineering Associate	Exempt	Professional
Financial Analyst, Senior	Exempt	Administrative
Fleet Maintenance Manager	Exempt	Executive
Human Resources Manager	Exempt	Executive
Human Resources Specialist II	Exempt	Administrative
Information Technology Manager	Exempt	Executive
Librarian	Exempt	Professional
Library & Public Services Manager	Exempt	Executive
Library Operations & Collections Manager	Exempt	Executive
Maintenance Supervisor	Exempt	Executive
Payroll Coordinator	Non Exempt	N/A
PC/Network Administrator	Exempt	Computer
PC/Network Administrator, Senior	Exempt	Computer
Planning Administration Coordinator	Non Exempt	N/A
Principal Planner	Exempt	Professional
Procurement & Contracting Manager	Exempt	Executive
Procurement Specialist I	Exempt	Administrative
Procurement Specialist II	Exempt	Administrative
Public Works Administrator	Exempt	Administrative
Public Works Inspector, Senior	Non Exempt	N/A
Redevelopment Coordinator	Exempt	Administrative
Special Events Coordinator/Villagefest	Exempt	Administrative
Street Maintenance Superintendent	Exempt	Executive
Systems/Network Admin, Senior	Exempt	Computer

PALM SPRINGS CHAPTER SEIU LOCAL 721



MEMORANDUM OF UNDERSTANDING

JULY 1, 2014 – JUNE 30, 2018

**The Palm Springs Chapter SEIU Local 721
Memorandum of Understanding
July 1, 2014 – June 30, 2018**

By Article Number

3. SALARIES.....	1
4. HEALTH AND WELFARE	2
5. STANDBY, CALL BACK AND TRAINING PAY	8
6. ATTENDANCE, HOLIDAYS, AND LEAVE	9
7. TOOL ALLOWANCE.....	11
8. UNIFORM ALLOWANCE	12
9. NO DRINKING RULE.....	12
10. MILEAGE REIMBURSEMENT	12
11. EDUCATIONAL REIMBURSEMENT	12
12. EDUCATIONAL INCENTIVE PAY FOR MASTER'S DEGREE.....	12
13. BILINGUAL PAY	12
14. CERTIFICATION PAY	13
15. POLICE DEPARTMENT BEARDS & UNIFORM POLICIES	13
16. SAFETY SHOES.....	14
17. HOURS OF WORK, NORMAL WORK WEEK, AND SHIFT DIFFERENTIAL.....	14
18. CHANGE OF PAY PERIOD ENDING DATE	15
19. SUPPLEMENTAL CITY INDUSTRIAL DISABILITY COMPENSATION (SCODC) FORMULA	15
20. COMMERCIAL LICENSE REQUIREMENT.....	16
21. STRIKES AND WORK STOPPAGES.....	16
22. UNION RIGHTS & RESPONSIBILITIES	16
23. FEDERAL AND STATE LAWS	18
24. MAINTENANCE OF BENEFITS	18
25. CONTINUANCE OF MEMBERSHIP	18
26. OVERTIME AND COMPENSATORY TIME	19
27. SALARY ADVANCEMENT ELIGIBILITY.....	19
28. BEREAVEMENT LEAVE	19
29. CELLULAR PHONE POLICY	19
30. REASONABLE DRESS POLICIES.....	19
31. QUARTERLY MEETINGS	20
32. AGENCY SHOP.....	20

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE MUNICIPAL EMPLOYEE RELATIONS
REPRESENTATIVE AND THE SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 721
JULY 1, 2014 - JUNE 30, 2018**

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, 2014 and terminating at midnight, June 30, 2018; provided, however, that specific sections of this MOU may have later effective dates as specified herein.

3. SALARIES

Effective in the pay period following City Council approval of the MOU, members of the Unit shall receive an eight percent (8%) salary increase.

Effective the pay period which includes July 1, 2015, members of the Unit shall receive a two percent (2.0%) salary increase.

Effective the pay period which includes July 1, 2017, members of the Unit shall receive a two percent (2.0%) salary increase.

Following City Council approval of this MOU, two new steps will be added to the salary schedule as entry level steps for each classification. Employees hired prior to City

Council approval of this MOU will not be impacted by this modification to the salary schedule as their salary will not be impacted except as provided above (with the salary increases provided). Employees hired prior to City Council approval of the MOU will move on the salary schedule as follows: Those employees at step 1 will move to step 3, employees at step 2 will move to step 4, employees at step 3 will move to step 5; employees at step 4 will move to step 6 and employees at step 5 will move to step 7. Employees hired after City Council approval of the MOU, will be hired as in the past, typically at step 1 of the new salary schedule.

4. HEALTH AND WELFARE

4.1 Health Care Benefit – Medical, Dental and Vision

For calendar year 2014, the parties agree that the City will provide health care benefits through a contribution to the Health Care Benefit Plan which will include carriers for medical insurance which the City has provided to unit members in the past and which was in existence on the first date of this MOU.

For calendar year 2015, the City will contract 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 which 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.

4.2 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 Calendar Year 2014

City Provided Health Care Benefit Plan Contribution	Single	Two-Party	Family
	\$ 654.00	\$ 1281.00	\$ 1735.00

For 2014 these benefits are broken down individually as follows:

City Provided Health Care Benefit Plan Contribution	Health	Dental	Vision	Total
Single Party	\$ 620.45	\$ 20.38	\$ 13.17	\$ 654.00
Two-Party	\$ 1,227.51	\$ 40.32	\$ 13.17	\$ 1,281.00
Family	\$ 1,667.08	\$ 54.75	\$ 13.17	\$ 1,735.00

The amounts set forth above are the 2014 rates. For 2015, the City is contracting with CalPERS for the provision of medical insurance. The City will provide a modification to the employer contribution to the Health Care Benefit Plan for 2015 and for future years which will be determined as follows:

For 2015 the Health Care Benefit Amount will have a separate amount for Medical, Dental and Vision as shown in the table below:

January 1, 2015

City Provided Health Care Benefit Plan Contribution	Health	Dental	Vision	Total
Single Party	\$ 651.47	\$ 20.38	\$ 13.17	\$ 685.02
Two-Party	\$ 1,288.89	\$ 40.32	\$ 13.17	\$ 1,342.38
Family	\$ 1,750.43	\$ 54.75	\$ 13.17	\$ 1,818.35

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 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) 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 2015, is \$122 and for subsequent years is still undetermined.

For dental and vision insurance, the modification will be determined by the modification (increase or decrease) to the currently provided dental (an average of the two dental plans) 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.

4.2.1 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) shall receive one hundred and fifty dollars (\$150) (as taxable wages) per pay period (24 pay periods per year).

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 \$100.00 (as taxable wages) per pay period). In no event shall a positive balance exceed \$100.00 per pay period or two hundred dollars per month (24 pay periods per year).

4.2.2 Domestic Partner Coverage

For 2014, 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.

For 2015 and beyond, since the City is contracting with CalPERS for the provision of medical insurance the City will follow the CalPERS domestic partner requirements. Domestic partners will only be eligible for coverage as a dependent on the unit member's health insurance if the employee and his/her domestic partner officially registered their domestic partnership with the State of California in accordance with California Family Code section 297 *et seq.* The parties acknowledge that changes in state law could modify whether domestic partner dependents will continue to be covered by CalPERS medical and that the law will control on that issue.

4.3 Retiree Medical Insurance Coverage

4.3.1 Benefits For 2014

4.3.1.1 "Tier I" – Effective 7/1/99

- 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.
- 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.
- 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.

4.3.1.2 "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.

4.3.2 Benefits for 2015 and Beyond

Effective January 1, 2015 retiree medical insurance will be provided through CalPERS pursuant to PEMHCA. This change will apply to both current retirees receiving retiree medical insurance from the City as well as current employees who become eligible for retiree medical by retiring with CalPERS within 120 days of leaving City of Palm Springs employment.

Since the City has had (prior to 2015) two tiers (including two levels within Tier I) for the provision of retiree medical insurance, and the parties desire to maintain these tiers and levels after the City contracts with CalPERS for medical insurance, the provision of retiree medical insurance beginning on January 1, 2015 will be provided by providing all covered employees and retired annuitants (i.e., retirees under PEMHCA) an equal benefit (the CalPERS statutory minimum). In addition, for employees, (as addressed above) the provision of additional money for medical insurance is provided through a cafeteria plan which the parties have called the "Health Care Benefit Plan." For retirees, to address the previously provided tiers and levels, in addition to the CalPERS statutory minimum, additional money for retiree medical insurance will be provided pursuant to a Health Reimbursement Account (HRA) which will be established by the City through a third party vendor who will administer the Account. The benefits provided by the HRA will be as follows:

1) Tier I – Level 1 – Retirees Who Retired After July 1, 1999 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, he/she will have additional out-of-pocket medical expenses.

If an employee chooses a more costly health plan prior to retirement, he/she

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.

2) Tier I – Level 2 – Retirees Who Retired After July 1, 1999 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, he/she will have additional out-of-pocket medical expenses.

If an employee chooses a more costly health plan prior to retirement, he/she 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.

3) Tier II – Retirees Who Retired After July 1, 1999 Who Were First Employed Before December 7, 2005 And Who Have Less than 20 Years Of Continuous Service With the City As Well As Any Retiree Who Was First Hired on December 7, 2005 Or Later

These individuals will not receive any additional contribution through the HRA. They will receive the CalPERS statutory minimum amount.

4) Tier II – Employees Who Was 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 fifty dollars (\$50.00) 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.

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 Retirement Formula

Unit members (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.

Unit members (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.

Unit members 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.

Employee Contributions to the Retirement System

Employees subject to the 2.7% @ 55 Formula

Effective at the beginning of the pay period following City Council approval of this MOU, employees in the Unit shall pay their eight percent (8%) member contribution.

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.

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.

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

Effective July 1, 2014, these employees shall pay the statutorily mandated employee contribution rate of one half of the total normal cost.

5. STANDBY, CALL BACK AND TRAINING PAY

5.1 Standby Pay

Whenever a Unit 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.

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 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.

5.3 Training Pay

City shall provide 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 he/she is specifically asked by his/her supervisor to train another employee. The Union 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 Unit members 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 increments of 40 hours or equivalent to one week increments where the employees have been assigned to train. Assistance provided to employees in less than 40 hour or one week increments does not entitle the employee to training pay.

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) 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 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. . 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 general 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. 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:

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

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 day 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 for the purchase of tools related to their job. If an employee does not spend \$1,500.00 in a calendar year; during the following calendar year, the employee will be issued a tool allowance equal to the dollar amount spent in the previous calendar year (ex. \$1,300 spent in year 1; employee will receive \$1,300.00 tool allowance in year 2). In the event an employee exceeds the yearly tool allowance, the following year the employees' tool allowance will increase according to the amount spent in the previous year not to exceed \$1,500.00 (ex. \$1,400.00 spent in year 3; employee's tool allowance will increase to \$1,500.00 in year 4) based on receipts provided by employee.

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:

UNIFORM ALLOWANCE			
Animal Control 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
Engineering Tech (field-based)	\$30.00	Police Services Supervisor	\$ 85.00

The City shall (each fiscal year) provide all Code Compliance Officers, Building Inspectors, field-based Engineering Techs, and Plans Examiner II's 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, the 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

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.

Sign language is included in the list of recognized languages with one (1) position authorized and location to be at the City Manager's discretion.

14. 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
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)
Engineering 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

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.

The Union further agrees that the Uniform Regulations, Specification Section of the

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 (with a reimbursement up to \$150.00 (plus sales tax) per pair of shoes) to those positions that meet the general industry standard ANSI Z41-1999 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. To receive the reimbursement, employees must demonstrate to their supervisor that the shoes they wish to replace need to be replaced.

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

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 and employees move to a 4/10 work schedule, City Hall will remain closed on Fridays.

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

All employees regularly scheduled to work a shift which begins 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 after 8:00 p.m. or prior to 5:00 a.m.

17.4 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.

17.5 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) to accommodate leave requests made at least seven (7) days in advance for employees who work at the Airport, the City shall first determine if there are employees in the classification of the employee who requested the leave who want to work the overtime. If there is more than one such employee, they will be offered the overtime at the discretion of the manager or supervisor who has determined that overtime is necessary.

If there are no employees who have indicated their desire to work the overtime, the overtime will be mandatorily assigned in the reverse order of departmental seniority to each employee starting with the employee in the classification with the least amount of department seniority. The City will maintain a mandatory overtime seniority list and make it available for members' viewing. After the most senior employee (in the classification) is assigned overtime, the City will then assign the next mandatory overtime to the employee with the least amount of seniority and continue to move through the list in the reverse order of seniority.

Employees who desire to work the overtime and agree to do so will have their named skipped (during that next run through of the list) on the list when their name comes up for mandatory overtime. However, in the next run through of the list, such employees will be assigned the mandatory overtime unless they have already worked an overtime shift (during the current run-through of the list) for which they made themselves voluntarily available.

If new employees hired into the unit, they will be the next employees assigned (for their classification) to the mandatorily assigned overtime as provided in this article.

17.6 Out-of-Class Compensation

Out-of-Class pay will be provided to employees after the second day of any such assignment.

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, and 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 RIGHTS & RESPONSIBILITIES

A. 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 the 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. 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. The Union 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.

B. VOLUNTARY COPE CONTRIBUTIONS

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

C. UNION RELEASE TIME

In addition to the bank of Stewards hours delineated in Article 22(A) above, the City agrees to provide paid release time to the Union in the event an employee of the City of Palm Springs is elected to the Union's Executive Board. The Union shall fully reimburse the City for the costs of the employee and the Union will provide as much advanced notice of meetings and events as practicable. Typically, the responsibilities include at least one monthly meeting during working hours. The City retains the discretion to deny this leave for operational reasons and a denial shall not be grievable. Granting of such leave will not be unreasonably denied.

D. UNION INFORMATIONAL BULLETIN BOARDS

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

- f. Such other notices as may be mutually agreed upon by the Union 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 SEIU, Local 721 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 the Union.
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. The Union 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 Union representative, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.

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, 2018,

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" (as defined in the City's Personnel Rules) 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. Any updates to this policy will be provided to the Union for its consideration and approval.

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.

Effective the pay period following City Council approval of this MOU the City will provide uniforms for Operations Specialists who work at the Palm Springs Airport. The City's uniform service will clean the uniforms and make them available for use by the employees.

31. 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. 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.

32. AGENCY SHOP

Every employee in the bargaining unit is represented by SEIU 721 and shall, as a condition of continued employment, either join the Union paying the appropriate Union dues, or pay an agency shop fee. Employees who are members of a bona fide religion, body or sect that have historically held conscientious objection to joining or financially support public employee organizations, may, as an alternative pay a sum equal to the agency shop fee to a non-religious and non-labor charitable fund, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such an employee will be required to fill out the appropriate form provided by the City and designate the charitable fund(s) including name, address and phone number for which he/she intends to submit the charitable contribution in lieu of the agency shop fee.

Rescission

It is mutually agreed by the parties that the agency shop provisions of this MOU may be rescinded by a majority vote of all employees represented by this Unit as set forth in California Government Code section 3502.5(d). There can be only one election during the term of this MOU.

Maintenance of Membership

Unit employees who are members of the Union on the effective date of this MOU and those who voluntarily join thereafter during the term of this MOU are required to maintain their membership during the term of this MOU subject to the following exception:

Payroll Deductions

The City shall, without charge to the Union, deduct dues and agency shop fee payments (as specifically identified by the union) from each employee's direct deposit payments or pay checks for the first two pay periods each month. The Union agrees to hold the

City harmless from any claims of the employees in the Unit related to such payroll deductions.

Requirement to Comply with Record of Financial Transactions

In accordance with Government Code Section 3502.5(f), SEIU 721 is required to keep an adequate record of its financial transactions and shall make available annually to the City and the City employees who are members of the Union, within 60 days after the end of the fiscal year, financial records as specifically identified in Government Code section 3505.2(f). SEIU 721 agrees to comply with Government Code section 3502.5(f).