



City Council Staff Report

DATE: December 3, 2014 Consent

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE PALM SPRINGS
POLICE OFFICERS' ASSOCIATION

FROM: David H. Ready, City Manager

BY: Department of Human Resources

SUMMARY

The City has reached a tentative Memorandum of Understanding (MOU) agreement with the Palm Springs Police Officers' Association (PSPOA). The City Council will consider adopting Resolutions approving the Memorandum of Understanding (MOU) between the City and the association.

RECOMMENDATION:

1. Adopt Resolution No. _____, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA APPROVING A MEMORANDUM OF UNDERSTANDING RELATIVE TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE PALM SPRINGS POLICE OFFICERS' ASSOCIATION, FOR THE PERIOD JULY 1, 2014 THROUGH JUNE 30, 2018, SUBJECT TO ASSOCIATION EXECUTING THE MEMORANDUM OF UNDERSTANDING."
2. Adopt 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)."
3. Authorize the City Manager to execute the Memorandum of Understanding (MOU) and all documents necessary to effectuate the above actions and actions during the term of the MOU, including the allocation and compensation plan, side letters of agreement and non-substantial MOU language changes.

STAFF ANALYSIS:

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

Under the agreement employees will pay their CalPERS retirement contribution of 9%, plus an additional 3% of the employer rate and this action will result in an estimated annual retirement cost savings of \$1 million. In exchange for employees paying their CalPERS retirement contributions they will receive an equal pay increase. In addition to the retirement offset, two new entry level salary steps will be added to PSPOA, each at 5% below the current steps for a total of 10%, this action will result in an estimated annual savings of \$66,000.

The agreement was reached through negotiations and the PSPOA and the MERR jointly recommend City Council adoption of such:


- Resolution of MOU for PSPOA; and
- Resolution of CalPERS Employer Paid Member Contributions for PSPOA

FISCAL IMPACT

The agreement provides for future savings on retirement costs as well as new entry level salary steps. During the term of agreement the estimated cost is \$416,000.



Perry Madison
Director of Human Resources



James Thompson
Chief of Staff/City Clerk



David H. Ready, City Manager

Attachments: Resolutions
Memorandum of Understanding

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS APPROVING A MEMORANDUM OF UNDERSTANDING RELATIVE TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE PALM SPRINGS POLICE OFFICERS' ASSOCIATION, FOR THE PERIOD JULY 1, 2014 THROUGH JUNE 30, 2018, SUBJECT TO ASSOCIATION 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 Police Officers' Association (PSPOA); and

WHEREAS, as a result of such good faith negotiations the MERR and the PSPOA have reached agreement on the terms and conditions of a Memorandum of Understanding (MOU) governing employees of the City of Palm Springs within such Association; and

WHEREAS, PSPOA and the MERR jointly recommend adoption of such MOU by the City Council;

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

SECTION 1. That the Memorandum of Understanding between the PSPOA 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 action and actions during the term of the MOU, including the allocation and compensation plan, side letters of agreement, and non-substantial MOU language changes in a form acceptable to the City Attorney.

ADOPTED THIS 3rd DAY OF DECEMBER 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 3rd day of December 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 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 Police Officer's Association (PSPOA)
- This benefit shall consist of paying 0% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be December 7, 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 3rd DAY OF DECEMBER 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 3rd day of December 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California

PALM SPRINGS POLICE OFFICERS' ASSOCIATION (PSPOA)



MEMORANDUM OF UNDERSTANDING

JULY 1, 2014– JUNE 30, 2018

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

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF PALM SPRINGS
MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE AND
THE PALM SPRINGS POLICE OFFICERS' ASSOCIATION
(July 1, 2014 – June 30, 2018)**

GENERAL PROVISIONS

ARTICLE 1, TERM

The term of this MOU shall be from July 1, 2014 through June 30, 2018.

ARTICLE 2, RECOGNITION

Pursuant to the provisions of the Meyers-Milias-Brown Act., Government Code Section 3500, et. seq., the City of Palm Springs (hereinafter called the "City") continues to recognize the Palm Springs Police Officers' Association (herein called the "Association") as the exclusively recognized employee organization for the employee unit of representation known as the Police Safety Unit, which is comprised of all employees in the Police Department who are sworn police officers below the rank of Police Lieutenant (see Resolution No. 17793).

ARTICLE 3, FEDERAL AND STATE LAWS

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

ARTICLE 4, SOLE AND ENTIRE AGREEMENT

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel rules and regulations or administrative codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or state law or the City's Municipal Code. The Association and the City agree that all personnel rules not specifically included in the MOU shall be incorporated by reference herein. City reserves the right to add to, modify or delete from the Personnel Rules subject to its obligations under the Meyers-Milias-Brown Act.

ARTICLE 5, COMPLETION OF MEET AND CONFER PROCESS

The Association and the City agree that they had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of meet-and-confer in accordance with State laws and local ordinances and regulations. Except as otherwise provided herein, during the term of this MOU, the Association and the City expressly waive and relinquish the right to meet and confer except upon mutual consent of the parties with respect to any subject or matter, whether referred to or covered by this MOU or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City and Association at the time they met and conferred or executed this MOU, and even though subjects or matters were proposed and later withdrawn. Except as expressly changed by this MOU, nothing contained herein shall be deemed to have changed any past practices in so far as known to either party.

ARTICLE 6, SEPARABILITY PROVISIONS

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU, provided that if any such affected provisions invalidate or void any benefits of employees covered hereunder, the parties shall forthwith commence negotiations to replace the invalidated benefits with benefits of comparable value.

COMPENSATIONS AND OTHER PAY

ARTICLE 7, WAGES

Effective in the pay period following Council approval of this MOU, members of the Unit shall receive a thirteen percent (13.0%) salary increase.

Effective in the pay period which includes July 1, 2016, members of the Unit shall receive a one percent (1.0%) salary increase.

Effective last pay period which begins in June 2018, members of the Unit shall receive a one percent (1.0%) 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.

ARTICLE 8, SPECIAL PAY

8.1 Senior, Master Police Officer and Sergeant Pay Provision

A. Senior Police Officer

To qualify for this additional title and a 5% pay increment, Police Safety Unit members must have an Intermediate P.O.S.T. Certificate or an Associate of Arts Degree from a college or university accredited by either the Council for Higher Education Accreditation ("CHEA") or the U.S. Department of Education ("USDE"). They must also have at least two (2) years of experience as a Police Officer with the Palm Springs Police Department; and must provide a copy of a current ("within the last 6 months") copy of their last performance evaluation in which they were rated overall satisfactory or higher.

B. Master Police Officer

To qualify for this additional title and a 5% pay increment, Police Safety Unit members must have an Advanced P.O.S.T. Certificate or a Bachelor'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"). They must also have at least three (3) years of experience as a Police Officer with the Palm Springs Police Department; and must provide a copy of a current ("within the last 6 months") copy of their last performance evaluation in which they were rated overall satisfactory or higher.

C. Police Sergeant II

To qualify for this additional title and a 5% pay increment, Police Safety Unit members must have a Bachelor'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 an Advanced P.O.S.T. Certificate and shall have at least one (1) year of experience as a Police Sergeant with the Palm Springs Police Department; and must provide a copy of a current ("within the last 6 months") copy of their last performance evaluation in which they were rated overall satisfactory or higher.

D. Police Sergeant III

To qualify for this additional title and a 5% pay increment, Police Safety Unit members must have a supervisory certificate and shall have at least two (2) years of experience as a Police Sergeant with the Palm Springs Police Department; and must provide a copy of a current ("within the last 6 months") copy of their last performance evaluation in which they were rated overall satisfactory or higher.

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

8.2 Motor Officer

Officers assigned to Motors shall receive five percent (5%) while assigned as Motor Officers. The Police Department shall provide each Motor Officer with a helmet and jacket. The additional five percent (5%) compensation is intended to compensate the employees for any off duty time spent caring for the Motor Unit.

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

8.3 Canine Officer

Officers assigned to the Canine Program shall receive compensation of an additional five percent (5%) while assigned as Canine Officers, as well as a \$50.00/month K-9 allowance. The City and Association understand and agree that the five percent plus additional \$50.00 per month compensation paid to Canine Officers is intended to compensate Canine Officers for all off duty hours spent caring, grooming, feeding and otherwise maintaining their canine unit, in compliance with the FLSA and interpretive cases and rulings. The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The parties agree that the officers assigned to the Canine Program may work up to 20 hours per month in off duty activities related to their Canine. The hours derived at in this MOU were determined after an actual inquiry of the Officers assigned in the Canine Program as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004).

It is the intent of the parties through the provisions of this article to fully comply with the requirements of the FLSA. In addition, both parties believe that this article of the MOU does comply with the requirements of the FLSA.

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

ARTICLE 9, FIELD TRAINING OFFICER

Field Training Officers (FTO) designated as such by the Chief of Police shall hold that position for a period of four years. Officers designated FTO shall receive compensation of an additional 5% pay while assigned as Field Training Officers. Normally a FTO completing his/her four-year period will not be eligible for reassignment as an FTO until he/she has been out of the program for two years. Time requirements may be waived by the Chief of Police. Service time as an FTO may be extended by the Chief of Police. Eligibility for reassignment as an FTO may be waived. The Chief of Police shall determine the number of officers to be assigned as FTOs at any given time, but not less than eight FTOs. The Police Chief may remove with cause an officer from the duties of FTO.

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

ARTICLE 10, OVERTIME

10.1 Policy

Police Safety Unit members are eligible to receive overtime pay or compensatory time off, but they shall not work overtime unless authorized in advance to do so by the Police Chief or an appropriate authorized supervisor. The Police Chief shall be responsible for keeping accurate records of all overtime worked by employees. The minimum amount of contract overtime (i.e., special detail overtime work performed for a third party who is paying for the work as provided for in the Department of Labor regulations implementing the FLSA at 29 C.F.R. Section 553.227) is four (4) hours.

Members of the Police Safety Unit shall be compensated for overtime worked at one and one half (1.5) times their regular hourly rate of pay for the time worked in excess of forty (40) hours per work week. For overtime computation, the forty hours worked are to include paid leaves of absence.

10.2 Right to Receive Overtime Pay or Compensatory Time Off

At the Police Chief's discretion, employees eligible to receive overtime pay may be granted compensatory time (off earned at time and one half) in lieu of overtime pay.

10.3 Using Compensatory Time Off

The Police Chief or the Police Chief's Designee shall approve compensatory time off as soon as operationally practical. Requests received with reasonable advance notice shall be approved as long as there is adequate staffing for that shift. Requests for time off will be considered in priority order in which they were received. The Police Chief or his/her designee may authorize overtime to fill shift vacancies created by comp time off requests. There shall be no obligation to grant all requests for time off should numerous requests be received simultaneously. The Department will hire back up to two employees per shift as long as replacement officers can be hired. No officer shall be compelled to work in order to grant another employee compensatory time off. The parties agree that the policies set forth in this article are consistent with the law on use of compensatory time off as set forth by the FLSA, its regulations and case law decided on this issue.

10.4 Maximum Accumulation Of Compensatory Time Off

No Police Safety Unit employee shall accumulate compensatory time off in excess of one hundred and sixty (160) hours. An employee who has accumulated the maximum amount of compensatory time shall not accumulate additional compensatory time when working overtime until the employee's accumulation has been reduced below 160 hours.

10.5 Using Compensatory Time Off for Paid Sick Leave

Compensatory time off may be used for paid sick leave purposes only if an employee has exhausted all accrued paid sick leave, has requested the use of compensatory time off, has received the approval of the Police Chief, and has such compensatory time off available for use.

ARTICLE 11, CALL BACK

When an employee is called back to work, the employee shall receive a minimum of four (4) hours pay or four (4) hours of compensatory time. The Police Chief shall determine whether the employee receives pay or time. An employee who is called in to work less than four (4) hours prior to the start time of for his/her regularly scheduled shift shall receive pay for the time actually worked but shall not be entitled to the minimum guarantee of four (4) hours provided in this article.

Police Safety Unit employees called back to work shall be paid for actual travel time not exceeding one-half (1/2) hour which is included in the four (4) hour minimum.

ARTICLE 12, BILINGUAL PAY

The parties agree that a minimum of ten (10) officers shall be entitled to premium pay of five percent (5%) over their regular base salary for their services as bilingual officers. The number of officers may be increased upon request of the Chief of Police and approval of the City Manager. In order to be eligible for such premium pay, an officer

must pass an examination to be developed and administered by the City demonstrating fluency in reading and speaking the desired second language. The Police Chief shall determine the language needs at time of reopening of position. In the event that there are more qualified officers who apply for bilingual pay than the maximum number of bilingual positions available, the selection of the officers receiving such positions shall be based upon seniority. Any officer who accepts a bilingual position shall be subject to scheduling at the discretion of the Police Chief and shall not be entitled to remain a part of the regular shift rotation, but such bilingual officers shall have a separate shift rotation by seniority among the bilingual officers.

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.

ARTICLE 13, UNIFORM ALLOWANCE

The City agrees to pay a uniform and safety equipment allowance to each Unit member as a reimbursement for expenses incurred for acquisition and maintenance of uniforms and safety equipment in an amount of one hundred and thirty-five dollars (\$135) per month. Motor officers shall receive one hundred and sixty dollars (\$160) per month. The parties expressly agree that the payment each month of said allowance will cover the expenses of acquisition and replacement of all uniforms and safety equipment required for the various assignments of police officers and police sergeants, and that said allowance will meet any and all obligations the City has by law to provide, furnish, use, or provide for the said uniforms and safety equipment. Employees shall be required to buy their own required uniforms and safety equipment and to maintain and replace, when necessary, any of the said items, from moneys received from the allowance. In consideration of the City's agreement to pay said allowance, the PSPOA agrees not to commence any litigation or other proceeding in which it is contended the City is failing to comply with a legal obligation to provide safety equipment.

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.

ARTICLE 14, MILEAGE REIMBURSEMENT

Members of the Police Safety Unit shall receive mileage reimbursement in accordance with existing City policy, at the prevailing IRS rate.

ARTICLE 15, PROBATIONARY PERIOD FOR POLICE OFFICERS

The parties agree that Section 11.2 of the City's Personnel Rules is incorporated herein. It states:

Section 11.2 establishes a modification in the probationary period for the position of Police Officer from twelve to eighteen months. However, such probationary employee may be eligible for a merit increase at the sole discretion of the Chief of Police upon completion of twelve (12) months service. After completion of the eighteen-month probationary period, if the Police Officer becomes "regular status", then the City will, if the employee was not granted a merit increase upon twelve (12) months of initial service as provided above, pay the Police Officer six months retro pay. The employee's anniversary date for future merit increases shall be the twelve month anniversary of the employee's hire date.

ARTICLE 16, CELL PHONE ALLOWANCE

Employees shall be provided a cell phone allowance of \$50 per month. It is the policy of the Department that each Police Safety Unit member will be required to have a cellular telephone with text capabilities which are active for official Department business use. These eligible employees shall provide the Department with their cell phone number and immediately report any changes to this number to the Office of the Chief of Police. The requirement to possess and use the cell phone in no way assumes a condition of "on call status" while off duty. Except in times of declared emergency and court, employees are not required to use the cell phone while off duty.

ARTICLE 17, COURT APPEARANCES

17.1 Compensation for Safety Police Unit Employees' Court Appearances

Police Safety Unit members who are subpoenaed to appear in court during non-working hours regarding official City business, shall be paid for actual court time with a minimum of four (4) hours pay for each day's appearance at one and one-half (1-1/2) times the officer's regular hourly rate of pay.

17.2 Cancelled Subpoenas

If a subpoena of the type referred to in section 17.1, above, is cancelled twenty-four (24) hours or more before the employee is scheduled to appear or by the end of the employee's last shift prior to the scheduled appearance time, whichever is later, no payment shall be due to the employee. If the subpoena is cancelled less than twenty-four hours prior to the scheduled appearance or later than the end of the employee's last shift prior to the scheduled appearance time, whichever is later, the employee shall be paid a cancellation fee of Fifty Dollars (\$50.00). Employees are required to call in to the court liaison officer or his/her backup to determine whether or not the subpoena has been cancelled. If an employee fails to call in sufficient time to avoid a cancellation fee, no fee shall be paid if the subpoena had in fact been cancelled and the information was available from the liaison officer or his/her backup. Similarly, no court pay shall be paid under this article if the employee failed to call in and the subpoena had in fact been cancelled.

BENEFITS

ARTICLE 18, 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 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 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:

- A. In 2012, the Blue Shield single party rate was \$720.26.
- B. In 2013, the rate increased by 7.50% to \$774.28.
- C. In 2013, the City paid the first 4% of the 7.5% increase = \$28.81 of the \$54.02 increase and the employee paid the remainder (the difference between 4% and 7.5% = 3.5% of the increase or \$25.21). Thus, in 2013, the premium rate was \$774.28 and the City paid $\$720.26 + \$28.81 = \$749.07$ and the employee paid \$25.21.
- D. 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. $\$749.07 + \$30.97 = \$780.04$. The employee pays \$71.54 for 2014.

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

18.1 Health, Dental and Vision Insurance

The City agrees to contribute up to the amounts below for calendar years 2014 and 2015 for Police Safety Unit members toward Health (including hospitalization, drug coverage through such program(s)), Dental and Vision insurance. Unit members will sign verification of dependent eligibility annually at open enrollment.

January 1, 2014

Type of Coverage	Health	Dental	Vision
Single Party	\$780.04	\$34.30	\$13.17
Two-Party	\$1,497.27	\$47.66	\$13.17
Family	\$1,586.62	\$69.24	\$13.17

January 1, 2015

Type of Coverage	Health	Dental	Vision
Single Party	\$814.10	\$34.30	\$13.17
Two-Party	\$1,562.65	\$47.66	\$13.17
Family	\$1,655.91	\$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.

18.2 Term Life Insurance

The City agrees to provide (\$50,000) Term Life Insurance coverage at no cost to the employee.

18.3 IRS 125 Plan

The City agrees to provide an IRS 125 Plan for Police Safety 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.

ARTICLE 19, RETIREE HEALTH INSURANCE

For all employees hired prior to October 25, 2006, or who had already received a written offer of employment by that date, the City's maximum contribution for its retired employees will be 75% of insurance premium for retirees coverage upon completion of 20 continuous years of City service, and 100% payment for retirees coverage upon completion of 25 continuous years of City service. In the event of the employee's death, the City's contribution will end. The surviving spouse may remain on the plan as a retiree without a City contribution to the premium. Retired employees who have not completed 20 continuous years of City service shall be entitled to participate at his/her own cost in the Association's health, hospitalization and drug coverage plan.

For all employees hired after October 25, 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.

ARTICLE 20, RETIREMENT

20.1 Retirement Formula

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

20.2 Employee Contributions to the Retirement System

- A. Employees subject to the 3%@50 and 3%@55 formula hired prior to December 5, 2012

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.

Effective at the beginning of the pay period following City Council approval of this MOU, employees in the Unit shall pay an additional three percent (3%) of pensionable income of the employer rate as cost sharing (per Government Code Section 20516(f)). If, at any time in the future, the Association informs the City that it no longer agrees to this cost sharing agreement, effective on the date of the elimination of the cost sharing (which would need to coincide with the expiration date of the MOU) the base salary of all employees in the bargaining unit will be reduced by three percent (3%).

The twelve percent (12%) employee contribution is 9% member and 3% cost sharing. The parties acknowledge that this 12% contribution to retirement satisfies the 2018 legislative goal of the Public Employees’ Pension Reform Act that safety employees pay up to 12% for their pensions.

- B. Employees subject to the 3%@50 and 3%@55 formula hired on or after December 5, 2012

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

Effective at the beginning of the pay period following City Council approval of this MOU, employees in the Unit shall pay an additional three percent (3%) of pensionable income of the employer rate as cost sharing (per Government Code Section 20516(f)). If, at any time in the future, the Association informs the City that it no longer agrees to this cost sharing agreement, effective on the date of the elimination of the cost sharing (which would need to coincide with the expiration date of the MOU) the base salary of all employees in the bargaining unit will be reduced by three percent (3%).

The twelve percent (12%) employee contribution is 9% member and 3% cost sharing. The parties acknowledge that this 12% contribution to retirement satisfies the 2018 legislative goal of the Public Employees' Pension Reform Act that safety employees pay up to 12% for their pensions.

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

20.4 Optional Benefits

The City contracts with CalPERS for the following optional benefits:

- A. Pre-retirement death benefits to continue after remarriage of survivor – Government Code section 21551
- B. Death Benefit – Government Code section 21620
- C. Post Retirement Survivor Allowance – Government Code sections 21624/26/28 and 21635
- D. Death Benefits – Government Code section 21574
- E. Military Reallocation Credit - Government Code section 21024
- F. Sick Leave Credit - Government Code section 20965
- G. Final Compensation Period One Year - Government Code section 20042 for classic members
- H. 2% Cost of Living Allowance - Government Code section 21329
- I. Prior Service - Government Code section 20055

ARTICLE 21, EDUCATIONAL REIMBURSEMENT

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

No Police Safety Unit member shall receive more than \$3,000 per fiscal year in educational reimbursement, subject to a \$20,000 cap per fiscal year for all employees in the Police Safety Unit.

WORK HOURS/LEAVE

ARTICLE 22, HOURS OF WORK

22.1 Work Week

The normal work week for full-time employees is forty (40) hours consisting of five (5) eight (8) hour or four (4) ten (10) hour work days during the seven (7) day period starting 12:01 a.m. Sunday and ending 12:00 midnight of the following Saturday.

22.2 Schedule - Specified, Non-Patrol Safety Unit Members

Police Safety unit positions assigned to patrol duty, motorcycle duty or detective duty, the Personnel & Training Sergeant, the Traffic Sergeant, and Canine patrol officers, but excluding the School Campus Officer, shall be allowed to work on a four (4) ten (10) schedule, with the understanding that such schedule can include weekends at the discretion of the Police Chief. It is also agreed that the Personnel & Training Sergeant, and the Traffic Sergeant shall be subject to a "flex schedule", in that their time worked would be adjusted to minimize overtime and provide flexibility in performing their duties, attending official events and functions at which their attendance is necessary, in such a manner that their (3) days off per week may not be contiguous nor would their hours of work always be on a rigid schedule. Notwithstanding the work schedule utilized by the Department, the City has adopted the 28 day work period in accordance with Section 7(k) of the Fair Labor Standards Act. The City will pay overtime as it has historically paid in excess of the requirements of the FLSA.

22.3 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 in the event that the City has a fiscal budget crisis declared by the City Manager.

22.4 Shift Assignments

For shift selection purposes, the early and late day shifts shall be considered separate, as it pertains to the four (4) ten (10) Plan. If the Association wishes to address issues of shift selection, it may make such requests to the Police Chief.

22.5 Work Commuting

Any Police Safety Unit member hired after July 1, 2000 shall live within an hour's distance of the Police Department so that the officer is able to report to work within an hour.

ARTICLE 23, ANNUAL LEAVE

23.1 Definition

Annual leave is the period of approved absence with pay from regularly scheduled work that is not properly chargeable to some other category of leave.

23.2 Annual Leave Accrued While on Sick Leave

Annual leave shall accrue while an employee is on approved sick leave or occupational sick leave as provided in this MOU up to the maximum of four hundred (400) hours.

23.3 Annual Leave for Reinstated Employees (Employees Previously Employed by the City)

Notwithstanding other provisions of this MOU, for annual leave purposes only, reinstated employees shall receive service credit for their prior regular (non-temporary) employment and shall accrue annual leave commencing with the effective date of such reinstatement at the current accrual rate applicable to the service credit they received.

23.4 Annual Leave General Provisions

Employees may utilize their annual leave at the discretion of the Police Chief. Annual leave need only be used to cover shifts on regularly assigned days, not additional shifts. Annual leave shall be paid at the employee's straight time hourly rate of pay in effect during the leave period.

23.5 Accrual Rates

Annual leave shall accrue and vest (and is thus, subject to cash out) on the basis of each full month worked in accordance with the following schedule:

<u>Years Of Service</u>	<u>Hours Accrued And Vested For Each Full Month Worked</u>
0 Through 5	8
6 Through 10	10
11	12.67
12	13.34
13	14
14	14.67
15	15.34
16	16
17	16.67

23.6 Maximum Accrual

Annual leave shall accrue to a maximum of four hundred (400) hours. An employee whose accrual is at 400 hours shall not accrue additional annual leave unless and until he/she uses such leave bringing his balance below 400 hours or cashes in such leave per article 23.7 of this MOU.

23.7 Annual Leave Cash-In

Employees in the Police Safety unit may request payment for up to a total of one hundred sixty (160) hours of annual leave per year in lieu of time off. Such cash-ins of annual leave shall be permitted twice per year on the last pay day of July, and the first pay day of December.

23.8 Payment of Annual Leave At Separation From City Employment

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.

ARTICLE 24, PAYMENT IN LIEU OF HOLIDAYS

Police Safety Unit members, in lieu of all City recognized holidays, shall be paid 3.67 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.

ARTICLE 25, SICK LEAVE AND LEAVE PURSUANT TO A WORKER'S COMPENSATION INJURY OR ILLNESS

25.1 Industrial Leave

Police Safety Unit members who are compelled to be absent from duty because of illness or injury covered by State of California Workers' Compensation Insurance & Safety Act shall, in lieu of temporary disability compensation payable under the aforementioned Act, continue to be paid his/her normal salary and accrue other benefits in accordance with the provisions of Labor Code Section 4850 and court interpretations of that law.

Any period of time during which an employee is required to be absent from his/her her position by reason of an industrial injury or industrial illness for which he/she is entitled to receive compensation, shall not be considered a break in continuous service for the purpose of his/or her right to salary adjustment or to the accrual of annual/sick leave and seniority.

25.2 Sick Leave Maximum Accrual

Sick leave shall accrue to a maximum of three (3) months or five hundred and twenty (520) hours. Employees who accumulate over 520 sick leave hours will have an opportunity to cash out the excess hours over the 520 sick leave hours twice per year on the last pay day of July and the first pay day of December. Employees will have the option of depositing the excess hours into their deferred compensation account or converting the excess hours to taxable cash (as income). If an employee does not exercise the option to deposit the excess hours into his/her deferred compensation account or convert it to taxable cash, the hours will be converted to cash by the City. Thus, following the final pay day in December, unit members shall not have more than 520 hours of accrued sick leave in their sick leave account.

25.3 Accrual Rates

For the first twelve (12) months of continuous service full-time employees shall accrue sick leave at the rate of five (5) hours for each full month of service, and part-time employees normally working not less than twenty (20) hours per week shall accrue sick leave at the rate of two and a half (2.5) hours for each full month of service.

After completion of twelve (12) months of continuous service, full-time employees shall accrue sick leave at the rate of ten (10) hours for each full month of service and part-time employees normally working not less than twenty (20) hours per week shall accrue sick leave at the rate of five (5) hours for each full month of service.

25.4 Eligible to Use

Police Safety Unit members are eligible to use accrued sick leave after completion of six (6) continuous months of service with the City of Palm Springs.

25.5 Disposition of Sick Leave Upon Retirement

Unless converted to service credit, unit members shall be paid for accrued, vested and unused sick leave and excess sick leave (having been accrued at that time of the year) upon a public safety service or disability retirement. All unpaid accrued and vested sick leave of deceased employees shall be paid to the estate of said deceased except as otherwise provided by law.

ARTICLE 26, REINSTATED EMPLOYEES

A Unit member who leaves employment (i.e., not an employee on a leave of absence, but who is no longer a City employee) with the City and returns to work the Unit within one (1) year thereafter shall be treated in all respects as a new employee regarding shift assignments, scheduling of vacations and days off and with respect to promotions. Benefit accruals for such reinstated officers shall be governed by the existing benefit accrual rules.

ARTICLE 27, MCCANN PLAN TRAINING SCHEDULE

The Association agrees that City can change schedule two (2) times a year to accommodate McCann Plan Training Schedule. Each schedule change not to exceed fourteen (14) days. If training occurs during Spring Break schedule, it will be considered McCann Plan Training.

ARTICLE 28, DETECTIVES AND DETECTIVE SERGEANTS

The Police Chief shall determine the number of officers to be assigned as detectives at any given time and shall determine whether or not there is a continuing need to have any given officer work as a detective.

ARTICLE 29, LIGHT DUTY ASSIGNMENTS

The City and the Association agree that the Police Chief shall have complete discretion to decide whether or not light duty work can be made available to a Police Safety Unit member employee who is unable to perform his/her regular duties due to a non-work related illness or injury.

EMPLOYER/EMPLOYEE RELATIONS

ARTICLE 30, DRUG POLICY/DRUG SCREENING

This policy is attached and incorporated by reference into this Agreement as Exhibit B. The parties acknowledge and agree that this topic is subject to meet and confer per the Meyers Milias Brown Act.

ARTICLE 31, ANTI-NEPOTISM POLICY

31.1

The PSPOA and the City agree that no persons related by blood may be employed in the Palm Springs Police Department at the same time. Consistent with the definition for non-spouse relatives in City Personnel Rule 9.4, related by blood shall include an employee's child, parent, grandparent, brother, sister, grandchild, uncle, nephew, niece and first cousin. This Article does not apply to sibling relationships or parent/child relationships if the sibling, parent or child is within 24 months of normal retirement. Employees of the Palm Springs Police Department employed prior to July 1, 1998 and related by blood to another employee of the Palm Springs Police Department employee who was also employed prior to July 1, 1998, are exempted from the above, but in no case shall any employee be supervised by a person related by blood.

31.2

Consistent with City Personnel Rule 9.4, the initial employment of persons related by marriage to City employees will not be permitted within the Palm Springs Police Department unless specifically approved by the City Manager.

- A. They shall not work the same patrol hours. For purposes of this regulation, motors will be viewed as a patrol assignment.
- B. They shall not work on the same shift or any shift that overlaps with a shift that the other spouse works.
- C. They shall not work any overtime or contract overtime at the same time.
- D. They shall not work any special assignments at the same time, including task forces.
- E. They shall not supervise one another at any time.
- F. They shall not be assigned to investigate one another or in any manner participate in an investigation of an incident that involves a spouse, including but not limited to incidents where the spouse is an investigator, subject, victim or witness in the incident.

Supervisors may make exceptions to A. through D. only in emergency situations.

ARTICLE 32, PROMOTIONAL PROCESS

Whenever there is a promotion to the position of Police Sergeant, a Rule of 5, i.e., the top five candidates on the eligibility list in ranked order, shall be presented to the Police Chief for his/her consideration. If any of the candidates chosen for promotion to Police Sergeant are passed over by the Police Chief, i.e., the Police Chief does not pick the highest ranking person remaining on the list, the Chief will provide an explanation (orally or in writing) to the person passed over as to why another candidate was chosen for the promotion.

ARTICLE 33, WEAPON REQUIREMENTS FOR NEWLY HIRED OFFICERS

All Police Safety Unit members hired on or after July 26, 1987, shall be precluded from carrying any weapon other than a weapon of the type or types prescribed by the Police Department and heretofore agreed upon with the Association.

ARTICLE 34, WRITTEN REPORTS

A unit member has the right to have an attorney present when preparing a written incident report for an officer-involved shooting. Such reports must be submitted to the watch commander or designated supervisor within three working days of the incident.

The attorney must be present when the report is submitted, in the event that the reviewing official needs further information.

ARTICLE 35, DISCIPLINARY ACTION/GRIEVANCE PROCEDURE

This MOU includes and incorporates by reference herein Rules 14, 15 and 16 of the City's Personnel Rules. Personnel Rule 16.6.7 shall continue to read:

A Police Safety Unit Employee grieving a Letter of Reprimand shall, before the City Manager issues a final determination, have a grievance on a Letter of Reprimand heard before a hearing officer or a committee, as provided for above, unless the officer waives his or her right to said hearing.

ARTICLE 36, ASSOCIATION TIME

The Police Chief has the authority to grant the Association President, or his/her designee, time off with pay to attend conferences or other events not to exceed forty (40) hours in a calendar year (except as shall otherwise be provided by the Chief of Police).

Effective January 1, 2015, the Association shall be provided with seven hundred and fifty (750) hours of paid release time annually to be used by Association Board members to conduct union business. Board members wishing to use this release time

must seek approval from their supervisor in advance. Approval will be granted if reasonable notice is provided to address the work load or any operations issues caused by the Board member's absence. However, the Department, through its supervisors, retains the discretion to deny a request to use such time for operational reasons but cannot and will not act unreasonably in granting a request to use such time. This release time does not accrue. Each January 1st there will be seven hundred and fifty (750) hours to be used for the calendar year. If any of the 750 hours are not used, they do not carry over to the next year. The POA President is responsible for keeping track of the hours used by the Association and will inform the Human Resources Director each quarter of the hours used by the Board members.

ARTICLE 37, STRIKES AND WORK STOPPAGES

37.1 Prohibited Conduct

- A. The Association, its officers, agents, representatives and/or members agree that during the term of this MOU, they will not cause or condone any strike, sympathy strike, walkout, slowdown, sick-out, or any other unlawful job action or concerted activity by withholding or refusing to perform services.
- B. Any employee who participates in any conduct prohibited in Article 37.1(A) above, shall be subject to suspension, demotion or dismissal by the City.
- C. 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 in Article 37.2, Association Responsibility, the City may suspend any and all rights and privileges accorded to the Association in this MOU, including but not limited to suspension of the Grievance Review Procedure and dues deduction.

37.2 Association Responsibility

In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Article 37.1(A), 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 Article 37.1(A) and return to work.

ARTICLE 38, AGENCY SHOP

Every employee in the bargaining unit is represented by the Association and shall, as a condition of continued employment, either join the Association paying the appropriate Association 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 donate the fee to the Palm Springs Police Officer Memorial Fund.

38.1 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.

38.2 Maintenance of Membership

Unit employees who are members of the Association on the effective date of this MOU and those who voluntarily join thereafter during the term of this MOU may elect to withdraw their membership in the Association in last week of August of each year. If they do so, they will be required to pay the agency fee per this Article on September 1 following their withdrawal. Once an employee withdraws from membership and becomes an agency fee payer, that employee may not be re-admitted to the association without specific written authorization from the Association.

38.3 Payroll Deductions

The City shall, without charge to the Association, deduct dues and agency shop fee payments (as specifically identified by the Association) from each employee's direct deposit payments or pay checks for the first two pay periods each month. The Association agrees to hold the City harmless from any claims of the employees in the Unit related to such payroll deductions.

38.4 Requirement to Comply with Record of Financial Transactions

In accordance with Government Code Section 3502.5(f), the Association 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 Association, within 60 days after the end of the fiscal year, financial records as specifically identified in Government Code section 3505.2(f). The Association agrees to comply with Government Code section 3502.5(f).

ARTICLE 39, LAYOFF AND RECALL

The Association agrees to Personnel Rule 13.3 Layoff and Recall, except that if a Police Sergeant bumps to Police Officer as a result of layoffs, the "Classification Seniority" in the position of Police Officer will be defined as the time in the classification of Police Officer plus the time in classification of Police Sergeant. Where Personnel Rule 13.3 indicates that job performance shall be considered, for members of the Police Safety Unit, an employee's final ranking of the eligibility list for the position will be considered instead.

ARTICLE 40, CITY RESPONSIBILITIES AND RIGHTS

In order to insure that the City is able to carry out its functions and responsibilities imposed by law, the City of Palm Springs has and will retain the exclusive right to

manage and direct the performance of City services and the work force performing such services and therefore the following matters shall be within the exclusive discretion of the City:

- A. To determine issues of public policy;
- B. To determine the merits, necessity, or organization of any service or activity conducted by the City;
- C. To determine and change the facilities, methods, means, and personnel by which City operations are to be conducted;
- D. To expand or diminish services;
- E. To determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to, the right to subcontract any work or operations;
- F. To determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments, and to determine the days and hours when employees shall work;
- G. To relieve employees from duty because of lack of work or other non-disciplinary reasons;
- H. To discharge, suspend, or otherwise discipline employees for proper cause in accordance with established personnel rules;
- I. To determine job classifications;
- J. To hire, transfer, promote, and demote employees for non-disciplinary reasons;
- K. To determine policies, procedures and standards for selecting, training and promotion of employees;
- L. To establish employee performance standards including but not limited to, quality and quantity standards;
- M. To establish reasonable work and safety rules.
- N. The City, in exercising these rights and functions, will not discriminate against any employee because of membership or non-membership in any employee organization.
- O. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact on a significant number of members of the Police Safety Unit, the City and the Association agree to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Agreement.

ARTICLE 41, ASSOCIATION RIGHTS

- A. Deduction of dues and/or Association sponsored programs.
- B. The Association shall have the right to use a Police Department bulletin board for communications with its members. Any communication shall be in accordance with applicable ordinances, statutes and laws.
- C. The Association shall have the right and responsibility to use and maintain the "Officer/Employee of the Year Photo Display."

ARTICLE 42, MISCELLANEOUS PROVISIONS

The parties will try to work cooperatively when handling claims against police officers and the City for the purpose having consistent positions to better handle such claims.

42.1 Joint Drafting

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

42.2 Modification

This MOU may only be modified or amended by written agreement between the parties and must be subsequently approved by resolution of City Council.

42.4 City Council Approval

The MERR and the Association 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 MOU. This MOU constitutes a joint recommendation by the MERR and the Association, after ratification of the Association's membership, to be submitted to the City Council for its determination and approval by one or more resolutions, as the City Council may deem fit and proper. This MOU is of no force or effect unless or until ratified and approved by the City Council of the City.

42.5 Police Department Policy 700.00 – Take Home Vehicles

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

EXHIBIT A - 700.00 TAKE HOME VEHICLES

A. POLICY

1. The City Manager shall authorize take home vehicles for patrol officers living within either the Palm Springs city limits, or in certain instances, within 33 miles of the Palm Springs Police Department as determined by Google Maps or another map software agreeable to both parties. Motor Officers will be eligible for a take home motorcycle.
2. Marked police vehicles will be assigned as take home vehicles by the Police Chief to sworn officers who reside within the city limits of Palm Springs based upon vehicle availability and seniority of the officer.
3. Marked vehicles may also be assigned to officers in critical assignments requiring an immediate response. Critical assignments are described as sergeants, SRT, K-9 and Motors. Unmarked police vehicles will be assigned to sworn officers in Detective, Traffic (except Motor officers) and administrative positions.
4. No officer will be eligible to participate in the take home program until they have successfully completed their FTO training.
5. Notwithstanding any provision of this policy, the City of Palm Springs is only obligated to purchase a maximum of five (5) new vehicles per year pursuant to this policy. This means that if a unit member is unable to be provided a vehicle (because there are an insufficient number of operable vehicles to provide a take home vehicle to every member of the unit who would qualify for a vehicle) he/she will not be provided as such. In such case, the determination as to who will qualify for a take home vehicle will be based on seniority.

B. USE OF CAR

1. The take home vehicle is to be used in a manner that facilitates immediate response of the officer in case of call out. Use of the vehicle is restricted to a 30-mile radius from the City of Palm Springs Police Department. A unit member who is assigned a take home car may use the car to commute back and forth to work, including stopping on the normal route for personal purposes. However, the take home car is not to be used as the unit member's personal car when not commuting to or from work. This includes, but is not limited to, that the unit member is not to use the car on days when he/she is not working as well as on work days if not commuting to or from work. For unmarked vehicles, the unit member may transport members of his/her immediate family in the unit if doing so during his/her normal commute to or from work.

2. Officers, who are assigned to attend training classes, responding to a City of Palm Springs job-related court subpoena, or attending any other Department sanctioned event outside the city of Palm Springs, may use their assigned vehicle to attend the event.
 - a. Officers who are not assigned a take home vehicle shall park their assigned vehicle at the police department. Those officers have the option of responding to court or other department sanctioned events outside the city of Palm Springs either from the department in their assigned vehicle, or from their home, using their own vehicles and putting in for mileage reimbursement.

C. DUTY TO RESPOND

1. Officers driving a take home vehicle may not ignore stranded or disabled motorists, traffic collisions, or any hazardous conditions they observe. The officer must have the equipment necessary to respond and shall activate the radio, notify Dispatch of the situation and take action if deemed appropriate.

D. PARKING

1. Officers who are not assigned a take home vehicle shall park their assigned vehicle at the police department or other City of Palm Springs facility as directed by the Chief of Police.

E. MAINTENANCE

1. It is the responsibility of the employees to keep their vehicles clean. The City's contract car wash may be used as often as necessary to keep vehicles in a presentable condition.
2. It is the employee's responsibility to make their assigned vehicle available to the City Shop for scheduled maintenance or when notified that additional service is required.

F. SUSPENSION OF PRIVILEGE

1. The take home privilege may be suspended if the officer has two or more preventable accidents within a three-year period, or if they fail to follow the guidelines set forth in this policy.

EXHIBIT B - DRUG POLICY/DRUG SCREENING

The City of Palm Springs and the Association 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 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."

The City of Palm Springs and the Association recognize that their future is dependent on the physical and psychological well-being of all employees. The City and the Association mutually acknowledge that a drug and alcohol-free work environment benefits employees and citizens. 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. This prohibition shall not apply to legitimate undercover activities of Police Officers that are undertaken in accordance with the direction of the Police Department. Being under the influence of drugs or alcohol shall mean having a blood alcohol content of .04% or higher and having any residue or metabolite of illegal drugs in the body.

Section 2

When the City has a reasonable suspicion that an employee is, or may be, impaired or affected on the job by alcohol or illegal drugs, or that alcohol or illegal drugs are, or may be, present in an employee's body in violation of the rules set forth in this policy, the employee shall be required to submit to a blood alcohol/drug screen test immediately upon demand by the City.

Reasonable suspicion of controlled substance or alcohol use may be based on appropriate factors, including excessive absenteeism or attendance problems, poor work performance or erratic, threatening or violent behavior coupled with other conditions, including but not limited to the following: bloodshot or watery eyes, very large or very small pupils, runny nose, excessive perspiration, nausea and vomiting, lack of coordination, slurred speech or unpredictable responses to ordinary requests.

Refusal to submit to such a test amounts to insubordination and shall be sufficient grounds for dismissal. Any employee failing such a test, or who tampers with the test specimen, shall be subject to dismissal from the City.

Section 3

Any manager or supervisor requesting an employee to submit to a substance screening shall document in writing the fact 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 and alcohol screening, there shall be no delay in the testing process based on an employee's request to be represented.

Section 4

The supervisor, or designee, shall transport the suspected employee to the testing facility for a blood test. Testing shall occur on City time and be paid for by the City.

Section 5

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 6

While use of medically prescribed medications and drugs is not per se a violation of this policy, this policy shall establish that no employee shall operate a City vehicle or dangerous machinery or equipment while taking any kind of medication or drugs which are clearly marked that they may cause significant drowsiness or impair an employee's performance. 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 7

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

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 may 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".

