



## City Council Staff Report

DATE: July 15, 2009 Consent

SUBJECT: Memorandum of Understanding – Palm Springs Police Officers Association (PSPOA)

FROM: David H. Ready, City Manager

BY: Human Resources

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### SUMMARY

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

#### 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 (PSPOA), FOR THE PERIOD JULY 1, 2009 THROUGH JUNE 30, 2010, SUBJECT TO UNIT'S RATIFICATION AND EXECUTING THE MEMORANDUM OF UNDERSTANDING.
2. Authorize the City Manager to execute the Memorandum of Understanding in a form approved by the City Attorney.


#### STAFF ANALYSIS:

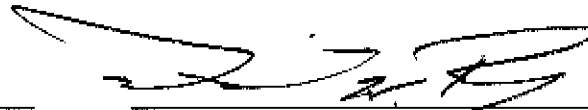
The City, through its Municipal Employee Relations Representative (MERR), and representatives of the Palm Springs Police Officers Association (PSPOA) have met and conferred in good faith with the Municipal Employee Relations Representative (MERR) and have reach agreement on the terms and conditions of a Memorandum of Understanding (MOU) governing employees of the City of Palm Springs within the Police Safety Unit for the period July 1, 2009 through June 30, 2010.

The PSPOA and the MERR jointly recommend adoption of such MOU by the City Council.

FISCAL IMPACT:

There is no fiscal impact.

  
\_\_\_\_\_  
Susan Mills, Director of Human Resources

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

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 (PSPOA), FOR THE PERIOD JULY 1, 2009 THROUGH JUNE 30, 2010, SUBJECT TO UNIT'S RATIFICATION AND EXECUTING THE MEMORANDUM OF UNDERSTANDING.

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

WHEREAS, the City, through its Municipal Employee Relations Representative (MERR), has met and conferred in good faith on wages, hours, terms and other conditions of employment with the Palm Springs Police Officers Association (PSPOA) representing the Police Safety Unit; and

WHEREAS, as a result of such good faith negotiations the MERR and 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 Police Safety Unit, subject to ratification by the Unit; 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 PSPOA and MERR, for the period July 1, 2009 through June 30, 2010, on file with the City Clerk and incorporated herein by this reference, is hereby approved upon ratification and execution of said Memorandum of Understanding in a form approved by the City Attorney.

ADOPTED THIS 15th day of July, 2009.

\_\_\_\_\_  
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 \_\_\_\_\_, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

**MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE MUNICIPAL  
EMPLOYEE RELATIONS REPRESENTATIVE (MERR) REPRESENTING THE CITY OF  
PALM SPRINGS AND THE PALM SPRINGS POLICE OFFICERS' ASSOCIATION  
(PSPOA) REPRESENTING THE POLICE SAFETY UNIT**

**JULY 1, 2009 – JUNE 30, 2010**

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

**ARTICLE 1 - RECOGNITION**

Pursuant to the provisions of the Meyer-Milias-Brown Act., Government Code Section 3500, et. seq., the City of Palm Springs (hereinafter called the "City") continues to be recognized the Palm Springs Police Officers' Association (herein called the "Association") as the exclusive 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 2 - 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:

2.1

To determine issues of public policy;

2.2

To determine the merits, necessity, or organization of any service or activity conducted by the City;

2.3

To determine and change the facilities, methods, means, and personnel by which City operations are to be conducted;

2.4

To expand or diminish services;

2.5

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;

2.6

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;

2.7

To relieve employees from duty because of lack of work or other non-disciplinary reasons;

2.8

To discharge, suspend, or otherwise discipline employees for proper cause in accordance with established personnel rules;

2.9

To determine job classifications;

2.10

To hire, transfer, promote, and demote employees for non-disciplinary reasons;

2.11

To determine policies, procedures and standards for selecting, training and promotion of employees;

2.12

To establish employee performance standards including but not limited to, quality and quantity standards;

2.13

To establish reasonable work and safety rules.

2.14

The City, in exercising these rights and functions, will not discriminate against any employee because of membership or non-membership in any employee organization.

2.15

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 3 - ASSOCIATION RIGHTS**

3.1

Deduction of dues and/or Association sponsored programs.

3.2

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.

3.3

The Association shall have the right and responsibility to use and maintain the "Officer/Employee of the Year Photo Display."

**ARTICLE 4 - HOURS OF WORK**

4.1 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.



#### 4.2 Schedule - Specified, Non-Patrol Safety Unit Members

For the term of this MOU, 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.

#### 4.3 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.

#### 4.4 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. Police Safety Unit employees agree to mutually develop a shift selection procedure with the Chief of Police to be incorporated into this MOU.

#### 4.5 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 5 - WAGES**

**07-01-09** (0%) No increase to base salaries for the term of the contract.

### **ARTICLE 6 - PROBATIONARY PERIOD FOR POLICE OFFICERS**

This MOU includes and incorporates by reference herein Section 11.2 of the City's Personnel Rules which have been amended as follows:

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 7 - OVERTIME**

### 7.1 Policy

Police Safety Unit members are eligible to receive overtime pay or compensatory time, 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 City agrees to increase the minimum hourly requirements for contract overtime from three (3) to four (4) hours.

### 7.2 Police Safety Unit

Members of the Police Safety Unit shall be compensated for overtime worked at a rate of fifty percent (50%) above the employee's 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 any leave of absence with pay.

### 7.3 Eligible Employees

At the Police Chief's discretion, employees eligible to receive overtime pay may be granted compensatory time in lieu of overtime pay in accordance with the rates and provisions provided in this MOU for overtime.

### 7.4 Using Compensatory Time

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.

#### 7.5 Maximum Accumulation

No Police Safety Unit employee shall accumulate compensatory time in excess of one hundred and sixty (160) hours. An employee who has accumulated the maximum amount of compensatory time shall not work overtime on a compensatory time basis until the accumulation has been reduced to less than the maximum accumulation allowed under this MOU.

#### 7.6 Using Compensatory Time for Paid Sick Leave

Compensatory time 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, has received the approval of the Police Chief, and has such compensatory time available.

### **ARTICLE 8 - CALL BACK**

#### 8.1 Call Back Pay

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 less than four (4) hours early for his regularly scheduled shift shall receive pay for the time actually worked but shall not be entitled to a minimum guarantee of four (4) hours pay or four (4) hours of compensatory time.

#### 8.2

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

### **ARTICLE 9 - COURT APPEARANCES**

#### 9.1 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, effective 7-1-1999.

## 9.2

If a subpoena of the type referred to in section 8.1, 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 section employee failed to call in and the subpoena had in fact been cancelled.

## **ARTICLE 10 - PAYMENT IN LIEU OF HOLIDAYS**

Police Safety Unit members, in lieu of all City recognized holidays, shall be paid 4.0 hours per pay period at their straight time hourly rate.

## **ARTICLE 11 - ANNUAL LEAVE**

### 11.1 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.

### 11.2 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.

### 11.3 Annual Leave for Reinstated Employees

Notwithstanding other provisions of this MOU, for annual leave purposes only, eligible reinstated employees shall receive service credit for the most recent prior regular 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.

#### 11.4 Annual Leave General Provisions

The time when annual leave may be taken will be at the discretion of the Police Chief. For purposes of computing annual leave usage, regularly assigned days off shall not be counted as "working days." Annual leave shall be paid at the employee's straight time hourly rate of pay in effect during the leave period.

#### 11.5 Accrual Rates

For members the Police Safety Unit, annual leave shall accrue and vest on the basis of each full month worked in accordance with the following schedule:

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

#### 11.6 Vesting of Annual Leave for Employees Hired After July 1, 1979

An employee hired on or after July 1, 1979, shall accrue the first year's annual leave on the anniversary of the individual's most recent hire date and there shall be no pro-rata whatsoever of annual leave accrual for that year. After the first anniversary of the individual's most recent hire date, annual leave shall be accrued on the basis of each full month worked. No annual leave shall vest for these employees until it is accrued as provided for in this Subsection.

#### 11.7 Maximum Accrual

Annual leave shall accrue to a maximum of four hundred (400) hours.

#### 11.8 Annual Leave Cash-In

Employees in the Police Safety unit who use at least eighty (80) hours of annual leave per year 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.

#### 11.9 Disposition of Annual Leave Upon Separation

Upon termination, 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 12 - SICK LEAVE**

#### 12.1

Police Safety Unit member covered by the provisions of Labor Code Section 4850 who are compelled to be absent from duty because of illness or injury covered by State of California Worker's 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.

#### 12.2

Any period of time during which an employee is required to be absent from his/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 vacation/sick leave and seniority.

#### 12.3 Sick Leave Maximum Accrual

Sick leave shall accrue to a maximum of three (3) months or five hundred and twenty (520) hours. As of January 1, 2010, 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 to Deferred Comp or convert the excess hours to cash.

Commencing January 1, 2007, PSPOA Members with accrued unused sick leave in excess of the new 520 hour annual sick leave accrual cap will have all hours in excess of 520 placed into a special excess sick leave bank that will exist for four years. During the four years employees can 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. If the special excess sick leave bank is not exhausted by the

end of four years, then the City will cash out and eliminate the special leave bank effective December 30, 2010.

#### 12.4 Accrual Rates

Full-time employees shall for the first twelve (12) months of continuous service 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 earn 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.

#### 12.5 Eligible to Use

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

#### 12.6 Disposition of Sick Leave Upon Separation

Police safety employees shall be paid for accrued, vested and unused sick leave and excess sick leave 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 13 - MISCELLANEOUS PROVISIONS**

#### 13.1 Uniform and Safety Equipment

The City agrees to continue paying a uniform and safety equipment allowance to each Police Safety 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 afore stated allowance. In consideration of the City's agreement to pay said allowance, the PSPOA agrees not to commence during the effective period of this MOU, any litigation or other proceeding in which it is contended the City is failing to comply with a legal obligation to provide safety equipment.

### 13.2 Cell Phone Allowance

Effective January 1, 2007, the City agrees to pay a cell phone allowance to each Police Safety Unit member as a reimbursement for expenses incurred for acquisition and maintenance of a personal cell phone in an amount of fifty dollars (\$50) per month. Each Police Safety Unit member will be required to turn in their City furnished cell phone on or before January 31, 2007. Commencement of the Cell Phone Allowance for each Police Safety Unit member is contingent upon receipt of their City furnished cell phone.

It is the policy of the Palm Springs Police Department that each Police Safety Unit member will be required to have a cellular telephone 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.

### 13.2 Master, Senior Police Officer and Sergeant Pay Provision

**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.

**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.



**Police Sergeant II:** To qualify for this additional title and a 5% pay increment, Police Safety Unit members must have a Bachelors 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 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.

**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 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.

#### 13.3 Motor Officer and Canine Officer Pay Provision

**Motor Officer:** Officers assigned to Motors shall receive compensation of an additional five percent (5%) while assigned as Motor Officers. The Police Department to provide the helmet and leather jacket.

**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.

### **ARTICLE 14 - FIELD TRAINING OFFICER**

Beginning 1/1/97, 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.

**ARTICLE 15 - DETECTIVES AND DETECTIVE SERGEANTS**

The Police Chief may remove with cause an officer from the duties of detective. 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 16 - HEALTH AND DENTAL INSURANCE**

16.1

The City agrees to contribute up to the following amounts for Police Safety Unit members toward Health, hospitalization, drug coverage, cost care, through such program(s) as shall be designated by the Association and approved by the City Council. In addition, the City agrees to provide Vision Care for Police Safety Unit members and their immediate families. Unit members will sign verification of dependent eligibility annually at open enrollment.

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

The City's maximum contribution to health insurance premiums for all currently active members of the Police Safety Unit are as follows:

<b>Single Party</b>	<b>\$646.66*</b>
<b>Two-Party</b>	<b>\$1245.04*</b>
<b>Family</b>	<b>\$1329.31*</b>

\*Rates as of August 1, 2009

16.2 Retiree Health Coverage

All employees hired *prior* to October 25, 2006, or who had already received a written offer of employment:

The City's maximum contribution for its retired employees will be 75% of insurance premium for *retirees* coverage upon completion of 20 years of City service, and 100% payment for *retirees* coverage upon completion of 25 years of City service. 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 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 new 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.

16.3

The City's maximum contribution for Police Safety Unit member dental insurance (currently Aetna) shall be as follows:

<b>Single Party</b>	<b>\$33.03*</b>
<b>Two-Party</b>	<b>\$45.01*</b>
<b>Family</b>	<b>\$64.54*</b>

\*Rates as of August 1, 2009

In the event that the premium charges for the health or dental program for a Police Safety Unit member exceed the City's maximum rate of contribution, (as described in 16.1 and 16.3) by 10% annually at any time during the term of this MOU, the amount of the excess shall be paid by the Police Safety Unit member through a payroll deduction.

16.4

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

16.5

The Association agrees that effective August 1, 1984, any police officer who retires as of that date, or thereafter, shall not be entitled to participate in any City health, hospitalization, drug coverage and/or cost care plan and instead shall be entitled to participate at his/her own cost in the Association - sponsored health, hospitalization, drug coverage and cost care plan.

16.6

Police Safety Unit members shall remain in the Association-sponsored health plan, which is currently Blue Shield, and shall not be eligible for any other City insurance plan for the duration of this MOU.

### 16.7 Domestic Partner Coverage

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

### **ARTICLE 17 - 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:

Effective August 1, 1992, 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 18 - WRITTEN REPORTS**

An officer 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.

This policy is subject to current review by the parties, and the parties agree to reopen the MOU to discuss modification or deletion of same.

### **ARTICLE 19 - MILEAGE REIMBURSEMENT**

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

## **ARTICLE 20 - EDUCATIONAL REIMBURSEMENT**

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 in the discretion of the Department Head and the Personnel Officer.

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.

## **ARTICLE 21 - 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 22 - REINSTATED OFFICERS**

An officer who leaves employment with the City and returns to work the Police Safety Unit within one (1) year thereafter shall be treated in all respects as a new employee with respect to 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 23 - BILINGUAL PAY FOR SPANISH-SPEAKING OFFICERS**

The City shall implement a bilingual pay program under which 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.

## **ARTICLE 24 - 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.

## **ARTICLE 25 - 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.

### **25.1**

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.

### **25.2**

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 no 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.

### 25.3

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.

### 25.4

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.

### 25.5

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.

### 25.6

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.

#### 25.7

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", an exemplar copy of which is attached hereto as Exhibit "A".

### **ARTICLE 26 - ASSOCIATION SPECIAL EVENT 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).

### **ARTICLE 27 - 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. The parties to this MOU agree to comply with the provisions of the Americans with Disabilities Act and the Family Rights Act.

### **ARTICLE 28 - STRIKES AND WORK STOPPAGES**

#### 28.1 Prohibited Conduct



### 28.1.1

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.

### 28.1.2

Any employee who participates in any conduct prohibited in Sub-Section 29.1.1 above, shall be subject to suspension, demotion or dismissal by the City.

### 28.1.3

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 Section 29.2, 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.

## 28.2 Association Responsibility

In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 29.1 of this Article, 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 29.1 and return to work.

## **ARTICLE 29 - 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 Meyer-Millias-Brown Act.

## **ARTICLE 30 - 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 31 - 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.

## **ARTICLE 32 - 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 33 - TERM OF AGREEMENT**

The term of this MOU shall be from July 1, 2009 through June 30, 2010.

## **ARTICLE 34 - RETIREMENT**

### 34.1 Public Employees' Retirement System

The City shall pay each Police Safety Unit member's contribution to the Public Employees' Retirement System (PERS). Said payment made by the City shall be for the employee's contributions, not to exceed nine percent (9%).

Such payments are made in accordance with the provisions of the Internal Revenue Code, Section 414 (h) (2), and pursuant to California Government Code Section 20615.

The City will contract with PERS for the Improved 1959 Level 4 Survivors Benefit at no additional cost to the employee.

The City agrees to contract with PERS for the 3% @ 50 Safety formula for members of the Police Safety Unit.

City agrees to meet and confer with the Association over the PERS DROP Program, should it become available after January 2001.

#### **ARTICLE 35 - 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 36 - 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 37 – ANTI-NEPOTISM POLICY**

##### 37.1

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 section 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.

### 37.2

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.

#### 37.2.1

They shall not work the same patrol hours. For purposes of this regulation, motors will be viewed as a patrol assignment.

#### 37.2.2

They shall not work on the same shift or any shift that overlaps with a shift that the other spouse works.

#### 37.2.3

They shall not work any overtime or contract overtime at the same time.

#### 37.2.4

They shall not work any special assignments at the same time, including task forces.

#### 37.2.5

They shall not supervise one another at any time.

#### 37.2.6

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.

### 37.2.7

Supervisors may make exceptions to 37.2.1 through 37.2.4 only in emergency situations.

## **ARTICLE 38 - MISCELLANEOUS PROVISIONS**

### 38.1 Claims Against Police Officers

The parties agree that they will continue discussion and reach agreement before the end of this agreement concerning the procedures to be utilized between the City's attorneys and the Association's attorney when handling claims against police officers and the City for the purpose of having consistent positions to better handle such claims.

### 38.2 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.

### 38.3 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.

### 38.4 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.

**MUNICIPAL EMPLOYEE RELATIONS  
REPRESENTATIVE**

**PALM SPRINGS POLICE OFFICERS  
ASSOCIATION**

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
CITY MANAGER

By \_\_\_\_\_  
PRESIDENT, PSPOA

By \_\_\_\_\_  
HUMAN RESOURCES DIRECTOR

By \_\_\_\_\_  
VICE-PRESIDENT, PSPOA

ATTEST \_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
BOARD MEMBER

By \_\_\_\_\_  
BOARD MEMBER

By \_\_\_\_\_  
BOARD MEMBER

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

PSPOA

MOU

2009/10

TO: Employee's Name

FROM: Division Manager or Department Head

SUBJECT: LAST CHANCE AGREEMENT - REFERRAL TO EMPLOYEE ASSISTANCE PROGRAM

IT IS UNDERSTOOD THAT:

1. You are hereby referred to enroll, participate and successfully complete a rehabilitation and counseling program as prescribed by the City's Employee Assistance Program counselor and approved by the City. Successful completion of your Employee Assistance Program shall be determined by the City and your Employee Assistance Program counselor.
2. You shall not report for work or perform the duties of your job under the influence of any alcoholic beverage, illegal substance, or controlled substance. Nor shall you consume or be under the influence of any alcoholic beverage, illegal substance, or abuse any controlled substances at any time during the work day.
3. You will freely and voluntarily submit, at any time during the work day, upon request by     (department head)     or his designated representative, to any examination and/or tests, including, but not limited to, blood, urine and breath-a-lizer to determine if you are complying with or have violated the terms and conditions of your Employee Assistance Program.
4. Any required participation in the Employee Assistance Program activities or related programs shall be done on your own personal time, and shall not interfere with you City work schedule.
5. You shall not be compensated, monetarily or otherwise, by the City for any of your participation in the Employee Assistance Program activities or related programs.
6. All monetary costs incurred for Employee Assistance Program services, beyond initial counseling and diagnosis, are your personal responsibility.
7. Further terms and conditions may be established by     (department head)     or his designated representative after consultation with the Employee Assistance Program counselor, once the counselor has met with the employee. Any additional terms and conditions will be reviewed with the employee and attached as an addendum to this memo.

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Department Head

I hereby authorize the release of any information relating to my attendance and compliance with the terms and conditions of my Employee Assistance Program to (department head) or his designated representative.

I understand and agree to the preceding terms and conditions as set forth. I further understand that my failure to comply with any of these terms and conditions may lead to my dismissal from employment with the City of Palms Springs. Failure to comply with the terms and conditions shall included any non-attendance at any required Employee Assistance Program activity or program, unless approval has been granted by (department head) or his designated representative or the City's Employee Assistance Program counselor.

\_\_\_\_\_  
Employee's Signature      Date

\_\_\_\_\_  
Witness's Signature      Date

EXHIBIT A (see ARTICLE 20)