



## City Council Staff Report

DATE: July 15, 2009 Consent

SUBJECT: Memorandum of Understanding – Palm Springs Fire Safety Unit (PSFSU)

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 Fire Safety Association representing the Palm Springs Fire Safety Unit (PSFSU). The City Council will consider adopting a Resolution approving a contract or Memorandum of Understanding between the City and PSFSU.

#### 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 FIRE SAFETY UNIT (PSFSU), FOR THE PERIOD JULY 1, 2009 THROUGH JUNE 30, 2011, 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 Fire Safety Unit (PSFSU) 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 Fire Safety Unit for the period July 1, 2009 through June 30, 2011.

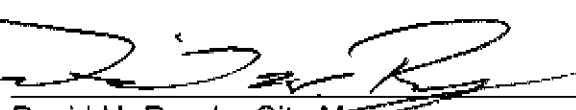
ITEM NO. 7.3

The PSFSU 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 FIRE SAFETY UNIT (PSFSU), FOR THE PERIOD JULY 1, 2009 THROUGH JUNE 30, 2011, SUBJECT TO UNIT'S RATIFICATION AND EXECUTING THE MEMORANDUM OF UNDERSTANDING.

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

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

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

WHEREAS, PSFSU and the MERR jointly recommend adoption of such MOU by the City Council.

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

SECTION 1. That the Memorandum of Understanding between PSFSU and MERR, for the period 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 BETWEEN THE  
CITY OF PALM SPRINGS  
MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE  
AND THE PALM SPRINGS FIRE SAFETY UNIT**

**(JULY 1, 2009 – JUNE 30, 2011)**

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

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

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

**The ASSOCIATION and the MERR agree as follows:**

- A. This MOU constitutes a joint recommendation by the Association and the MERR, to be submitted to the City Council of the City of Palm Springs for its determination and approval by one or more resolutions, as the City Council may deem fit and proper.
- B. Upon Council approval, this MOU shall be for the period commencing July 1, 2009, and terminating midnight, June 30, 2011, provided, however that specific sections of this MOU shall have later effective dates as specified herein.

**1. PUBLIC EMPLOYEES' RETIREMENT SYSTEM CONTRIBUTIONS**

**1.1**

The City shall pay each Unit employee's contribution to the California Public Employees' Retirement System (hereinafter referred to as "CalPERS"). Said payment made by the City shall be for the employee's contributions, not to exceed nine percent (9%). Such payments are made in accordance with the provisions of the Internal Revenue Code, Section 414 (h) (2), and pursuant to California Government Code Section 20615.

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

The City will continue to contract with CalPERS for the 3% @ 50 Safety formula for Unit employees.

City agrees to meet and confer with the Association over the CalPERS DROP Program, should it become available.

## **2. MEDICAL, DENTAL, VISION AND LIFE INSURANCE**

### **2.1**

The City agrees to contribute up to the following amounts toward medical, hospitalization and prescription drug coverage, through such program(s) as shall be designated by the Association and approved by the City Council. In addition, the City agrees to provide EAP and Vision Care for employee and family, and (\$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 Unit employees, effective August 1, 2009, are as follows:

<b>Single Party</b>	<b>\$648.66</b>
<b>Two-Party</b>	<b>\$1245.04</b>
<b>Family</b>	<b>\$1319.31</b>

#### **2.1.1 Retiree Health Coverage**

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

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 medical, hospitalization and prescription drug coverage plan.

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

2.2

Effective August 1, 2009, the City's maximum contribution for dental insurance currently through AETNA Dental 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>

2.3

In the event that the premium charges for the health or dental program exceed the City's maximum rate of contribution (as described in 2.1 and 2.2) by ten (10%) percent annually at any time during the term of this MOU, the amount of the excess shall be paid by the employee through a payroll deduction.

2.4

Unit employees shall remain in the Association plan which is currently Blue Shield and shall not be eligible for any other City insurance plan for the duration of this MOU.

2.5 Domestic Partner Coverage

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

3. OVERTIME3.1

Personnel Rule 5.10.4, Fire Safety Unit Overtime Rate, shall continue to read:

"Fire Safety Unit shift employees shall be compensated for overtime worked at a rate of fifty percent above the employee's regular hourly rate of pay for the work performed in excess of two hundred four (204) hours per twenty-seven (27) day work period."

3.2

All compensated time off shall continue to be counted as time worked for purposes



of computing overtime.

### 3.3

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

### 3.4

Fire Department Administrative Procedure SOP# Admin 4, is hereby amended to provide that Unit employees who are offered an overtime assignment may decline that overtime assignment without losing his/her position on the overtime assignment list.

### 3.5

Personnel Rule 5.11.3 is hereby amended such that Unit employees assigned to shift duty shall not accumulate compensatory time in excess of ten (10) shifts (two hundred forty (240) hours).

## **4. EMERGENCY CALLBACK PAY**

### 4.1

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

### 4.2

Personnel Rule 5.12.4, Emergency Callback Pay for the Fire Safety Employees, shall continue to read:

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

### 4.3

Any pre-existing residency restrictions remain abolished. Unit employees responding to emergency callback shall be compensated for their travel time up to

a maximum of one (1) hour.

## **5. BOMB SEARCH**

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

## **6. CERTIFICATION**

### **6.1**

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

### **6.2**

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

## **7. NON-SMOKING REQUIREMENT**

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

## **8. PERFORMANCE STANDARDS**

The parties have agreed that the Department may implement a Performance Standard program in the form attached hereto as Exhibit A.

## **9. EMERGENCY CALL-BACK AND CONTRACT OVERTIME**

Emergency callback time and contract overtime shall be paid rather than accrued as compensatory time off.

## **10. ACTING PAY**

Effective July 1, 1990, Unit employees who are required to work in higher classification for a period in excess of two (2) hours in any workday shall continue to receive acting pay as follows:

### **10.1**

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

## 10.2

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

## 10.3

Effective January 1, 1990, the only Firefighters selected to work out of classification as Engineers and receive acting pay will continue to be those Firefighters who have successfully passed the examination for promotion to the position of Engineer. Said Firefighters are required to act as Engineers when called upon to do so. The Engineer exam shall be given as needed in order to establish an eligibility list. Those on the eligibility list will provide the pool of Certified Engineers from which the Department will select acting Engineers. If, in the opinion of the Fire Chief, the number of names on the list falls below the number of anticipated openings, the Chief may retest and supplement the list with the names of any additional persons who pass the test.

## 10.4

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

# 11. LEAVE

## 11.1 Accrual and Vesting

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

## 11.2 Accrual Rates for 56-hour workweek shift Unit Employees

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

COMPLETION OF CONTINUOUS YEARS OF SERVICE	SHIFT HOURS ACCRUED FOR EACH FULL MONTH
1 <sup>st</sup> through 5 <sup>th</sup>	12
6 <sup>th</sup> through 10 <sup>th</sup>	16
11 <sup>th</sup> through 15 <sup>th</sup>	20
16 <sup>th</sup> and after	22

### 11.3 Accrual Rates for 40-hour workweek Unit Employees

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

COMPLETION OF CONTINUOUS YEARS OF SERVICE	HOURS ACCRUED FOR EACH FULL MONTH WORKED
1 <sup>st</sup> through 5 <sup>th</sup>	8.57
6 <sup>th</sup> through 10 <sup>th</sup>	11.43
11 <sup>th</sup> through 15 <sup>th</sup>	14.29
16 <sup>th</sup> and after	15.71

### 11.4 Annual Leave Maximum

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

### 11.5 Annual Leave Cash-In

Unit employees shall have the option of converting accrued and vested annual leave into cash, without limitation. Cash-ins of annual leave shall be permitted twice a year on the last pay day of July, and the first pay day of December.

### 11.6 Annual Leave While on Occupational Injury Leave or Sick Leave

Unit employees who are on an occupational injury leave or sick leave and reach the maximum annual leave accrual may request a temporary lifting of the maximum four hundred fifty-six (456) hours accrual by giving written notice to the Chief. In such cases, the employee shall be permitted to continue to accrue annual leave over four hundred fifty-six (456) hours from the time such notice is

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

### 11.7 Annual Leave Usage

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

Furthermore, in the event that one Fire Safety Unit shift employee schedules a given day for vacation, one additional Fire Management shift employee (3 total) will be allowed to schedule that day off provided no more than four shift employees are scheduled off. If no Fire Safety Unit employees are scheduled off, two additional Fire Management employees will be allowed to schedule that day off (4 total) provided no more than four shift employees are scheduled off. (Minute Order 8034 dated 5-02-2007).

#### 11.7.1

Unit employees shall be allowed to request single, unscheduled vacation days throughout the year provided no more than four shift employees are scheduled off that shift.

#### 11.8

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

### 11.9 Fire Safety Unit Sick Leave Provisions

#### 11.9.1 Accrual Rates for Those Assigned Shift Duty

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

### 11.9.2 Accrual Rates for Those Assigned a 40-Hour Workweek

Unit employees assigned to a forty (40) hour workweek shall accrue sick leave at the rate of 8.57 hours for each full month of service.

### 11.9.3 Eligible to Use

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

### 11.9.4 Sick Leave Maximum Accrual

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

### 11.9.5 Sick Leave Payout

Commencing January 1, 2007, PSFSU members with accrued unused sick leave in excess of the new 720 hour annual sick leave accrual cap will have all hours in excess of 720 placed into a special excess sick leave bank that will exist for three years. During the three 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 three years, then the City will cash out and eliminate the special leave bank effective December 30, 2009.

## 11.10 Disposition of Accrued & Vested Leave Upon Termination

### 11.10.1

Upon termination all unpaid accrued and vested annual leave will be paid at the 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.

### 11.10.2

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

**12. DRUG TESTING**

All new hires for positions in the Fire Safety Unit shall undergo drug testing as a final condition of employment.

**13. FORTY- HOUR CONVERSION**

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

**14. BASE SALARIES****14.1 No Increase to base salaries for the term of the contract**

07-01-09 (0%)

07-01-10 (0%)

**14.2 Bilingual Pay**

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

**14.3 Training Officer Pay**

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

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

**Classes approved for Training Officer Pay are:**

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

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

#### 14.4 Scott Air Pak Technician

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

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

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

After six years as a technician receiving incentive pay, other fire safety unit members on that shift may request to enter the program and become a certified Scott™ technician. If a new employee is selected, the existing technician will no longer receive incentive pay once the new person has received their certification. If the existing technician requests to remain in the program and another employee wishes to become a technician, the position will be given to the new candidate provided they have been recommended by the Scott supervising captain and the shift battalion chief. If no other employee on the shift wants to become a technician, the existing technician may stay in the program for another 6-year term.

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

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

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



## **15. RESERVE FIRE FIGHTERS**

Reserve Fire Fighters may be used to provide for up to four persons per piece of apparatus. Management and the Association will confer on the best method to so achieve.

It is understood that Reserve Fire Fighters shall be directly supervised by Fire Captains. It is further understood that such Reserves shall not be counted toward fulfilling minimum manning requirements, nor shall they replace regular personnel at any time.

## **16. STAFFING**

Parties agree that effective October 2006, the station safety shift staffing shall be not less than 18 persons. The station safety shift staffing may be reduced by the City from 18 to 16 persons upon such time as the City closes one (1) of the current five (5) fire stations. Should the City re-open the closed station or add a new station bringing the total number of stations back to five (5), then the station safety shift staffing shall return to not less than 18 persons. Station additions beyond (5) will require additions to the station safety staffing minimums and therefore will require additional meet and confer between the parties. Rotational station closings do not qualify as a station closure allowing for a reduction in station safety shift staffing from 18 to 16. During the term of this contract, the City will strive to achieve 3 man engines. This is not, however, intended to be a guarantee of same.

## **17. VACATION RELIEF**

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

## **18. EDUCATIONAL REIMBURSEMENT**

Effective January 2, 1994, City agrees to compensate Unit employees, over base pay, an additional 5% for an Associate's Degree or 7.5% for a Bachelor's Degree, or 10% for a Master's degree from a college or university accredited by either or both the Council for Higher Education Accreditation ("CHEA") and/or the U.S. Department of Education ("USDE").

Effective January 1, 2001, City agrees to compensate Unit employee's over base pay, an additional 2.5% for a State Fire Officer's Certificate.

## **19. TUITION REIMBURSEMENT**

Unit employees shall be entitled to receive up to \$3,000 per fiscal year through the Tuition Reimbursement Program; except that the City's costs per fiscal year for this Unit shall not exceed the City's total fiscal year liability. Thus, the parties intend by

this provision to increase individual employee reimbursement but not increase total program potential cost liability.

## **20. MILEAGE REIMBURSEMENT**

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

The Unit agrees to the elimination of the AQMD Rideshare Program.

## **21. DMV PHYSICALS**

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

## **22. PAYROLL CHANGES**

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

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

## **23. UNIFORMS**

### **23.1 Uniform Allowance**

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

### **23.2 Class "A" Dress Uniforms**

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

30 days after the employee has completed probation, they are to submit a receipt to

their supervisor to be forwarded to the Human Resource Department verifying that the uniform has been ordered and purchased.

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

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

### 23.3 Body Piercing

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

### 23.4 Tattoos

Tattoos or temporary tattoos shall not be visible on the head, face, and neck or below the elbow. Current employees who currently have tattoos that might be considered in violation of this agreement, shall within 15 days after ratification of the agreement, submit a memo to the fire chief requesting that the existing tattoo be identified (with a photo taken) and recorded in the employee file. These employees will then have those pre-identified tattoos exempted from the policy.

### 23.5 SIDA Badges

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

## **24. FEDERAL-STATE LAWS**

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

## **25. PRACTICES**

It is understood that existing ordinances, resolutions, and policies of the City cover matters pertaining to employer-employee relations including, but not limited to, wages, salaries, benefits, hours, and other terms and conditions of employment. Therefore, it is agreed that all such ordinances, resolutions and policies, including but not limited to Sections 4, 5, 6, 7, and 13 only of the Employer-Employee Relations Resolution 16438 are hereby incorporated by this reference and made a part hereof as though set forth in full and except as provided herein shall remain in full force and effect during the term hereof. The City and its employees shall continue to have the rights and prerogatives as set forth in Section 4, 5, 6, 7, and 13 of Resolution 16438, and nothing in this MOU shall be deemed in any manner to abridge, restrict, or modify the same except as limited by Section 27 of this MOU.

## **26. MAINTENANCE OF BENEFITS**

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

## **27. NO REQUEST FOR CHANGES DURING TERM**

The terms agreed upon by this MOU shall take effect at the times specified herein upon approval by resolution by the City Council and shall remain in full force and effect until midnight, June 30, 2011. The Association hereby expressly waives any right to demand any improvements or any changes in the wages, hours, or other conditions of employment of Unit employees covered by this MOU, and the City shall not be required to meet and confer as to any such demand or request.

## **28. STRIKES AND WORK STOPPAGES**

### **28.1 Prohibited Conduct**

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

### **28.2**

Any Unit employee who participates in any conduct prohibited in 28.1.1 above shall be subject to suspension, demotion, or dismissal by the City.

### **28.3**

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 28.2 - The 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.

#### 28.4 The Association Responsibility

In the event that the Association, its officers, agents, representatives, or Unit employees engage in any of the conduct prohibited in 28.1.1 - Prohibited Conduct, the Association shall immediately instruct any such persons engaging in such conduct that their conduct is in violation of this MOU and unlawful, and they must immediately cease engaging in conduct prohibited in said Section 28.1.1 and return to work.

### 29. LAYOFF AND RECALL

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

#### 29.1 Seniority

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

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

### 30. IRS 125 PLAN

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

**31. EXCHANGE OF DUTY TIME**

There is no limit on the number of time exchanges a Unit employee may enter into, but the Association encourages employees to notify management no later than 24 hours prior to the exchange taking place (a reduction from 48 hours notice requirement).

**32. PARAMEDIC PROGRAM**

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

**33. UNION BUSINESS BANK**

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

**34. COMMUNICATION POLICY**

Unit agrees to City-wide Communication Policy.

**MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE**

**PALM SPRINGS FIRE SAFETY ASSOCIATION**

Date \_\_\_\_\_

Date \_\_\_\_\_

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

By \_\_\_\_\_  
PRESIDENT, PSFSA

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

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

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

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

APPROVED AS TO FORM:  
\_\_\_\_\_  
CITY ATTORNEY

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

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

**EXHIBIT "A" - PERFORMANCE STANDARDS PROGRAM:**

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

1. Frequency of Testing. Performance tests will be given to the employees in the Fire Unit on a quarterly basis.
2. Current Performance Tests. The Performance Standard tests utilized at this time shall be the following:
  - (a) Ladder Removal.  
Remove a 24-foot extension that is mounted six feet from the ground in a horizontal position.
  - (b) Hose Hoist.  
Hoist one section of two and one-half inch hose with nozzle assembly by use of a pulley.
  - (c) Equipment Removal/Hose Load.  
Pick up, carry and stack five rolls of 2 1/2 inch hose onto a platform.
  - (d) Joist Crawl.  
Carry 100-foot bundle of 1 3/4 inch hose with nozzle on shoulder through the attic prop and return.
  - (e) Dry Hose Drag.  
Advance a dry 2 1/2 inch hose line with nozzle 150 feet forward.
  - (f) Aerial Ladder Climb.  
Climb the 100-foot aerial ladder while wearing full turnouts and breathing apparatus. The aerial ladder will be at a 65-degree angle.
  - (g) Thirty-Five Foot Extension Ladder Standard.  
Remove from apparatus, carry and raise.
  - (h) Twenty-Four Foot Extension Ladder Standard.  
Remove from apparatus, carry and raise.
  - (i) Donning Breathing Apparatus Standard.  
Don breathing apparatus while wearing turnout coat, gloves, and helmet.

(j) Ventilation Standard.

Ladder building and take required tools and equipment aloft.

**Page 1 of Exhibit A (see Article 8)**

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

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

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