

PALM SPRINGS FIREFIGHTERS ASSOCIATION (PSFA)



MEMORANDUM OF UNDERSTANDING

July 1, 2023 – June 30, 2026

**The Palm Springs Firefighters Association
Memorandum of Understanding
July 1, 2023 – June 30, 2026**

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF PALM SPRINGS
AND
THE PALM SPRINGS FIREFIGHTERS ASSOCIATION
JULY 1, 2023 – JUNE 30, 2026**

GENERAL PROVISIONS

ARTICLE 1, TERM

The PALM SPRINGS FIREFIGHTERS ASSOCIATION and the CITY OF PALM SPRINGS (hereinafter referred to as the "City") agree as follows:

- A. This Memorandum of Understanding (hereinafter referred to as "MOU") shall be for the period of July 1, 2023, through June 30, 2026 provided, however, that specific sections of this MOU shall have later effective dates as specified herein.

ARTICLE 2, RECOGNITION

This MOU is entered into with reference to the following facts:

- B. Pursuant to the provisions of the Meyers-Millas-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 Firefighters Association (hereinafter referred to as the "Association") as the exclusively recognized employee organization for employees in the following classifications: Firefighter, Firefighter/Paramedic, Fire Engineer, Fire Engineer/Paramedic, Fire Captain and Fire Captain/ Paramedic
- C. The Association and the City have met and conferred in good faith on wages, hours, and other terms and conditions of employment and have reached agreements which are set forth in this MOU.

ARTICLE 3, 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.

ARTICLE 4, FEDERAL AND STATE LAWS

It is understood and agreed that this MOU is subject to all present and future applicable Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by

such applicable laws and regulations and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

ARTICLE 5, MAINTENANCE OF BENEFITS

The status of all existing benefits and conditions of employment now enjoyed by 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.

COMPENSATION/OTHER PAY

ARTICLE 6, BASE SALARIES

Effective the later of the pay period which includes July 1, 2023 or the pay period following Council approval of this MOU, unit members shall receive a four and one half percent (4.5%) salary increase.

Effective the pay period which includes July 1, 2024, unit members shall receive a five percent (5.0%) salary increase.

Effective the pay period which includes July 1, 2025, unit members shall receive a five percent (5.0%) salary increase.

For each classification represented by the Association, there is one range on the salary schedule.

ARTICLE 7, OTHER COMPENSATION

7.1 Administrative Captain Assignment Pay

Employees at the rank of Fire Captain who are assigned as an Administrative Captain shall receive assignment pay at the rate of ten percent (10%).

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

7.1.1 Assignment to Administrative Captain

The parties agree that Fire Administrative Captain is an assignment in the classification of Fire Captain subject to the following:

- A. Employees in the assignment work 40 hours per calendar week and receive overtime compensation per this MOU for hours worked in excess of their regular scheduled hours in the calendar week.
- B. Employees in the assignment are still subject to the 24-day FLSA work period pursuant to the Section 7(k) partial overtime exemption provided for in Article 8.
- C. The Fire Administrative Captain may work overtime shifts in suppression (full or partial as needed) as long as the overtime does not interfere with the Fire Administrative Captain's regular assigned duties, special assigned overtime duties or shifts. Pay for work on such shifts is at the 56-hour rate for the classification at which the employee works.
- D. Employees at the rank of Fire Captain shall be selected for the assignment of Fire Administrative Captain following the provision of interest cards to the Deputy

Chief. If no one is selected based on the provision of interest cards or if no employees submit interest cards for the assignment, the Fire Chief may assign an employee to the assignment. If that occurs the non-probationary Fire Captain with the least seniority will be selected for the assignment.

- E. Employees who enter the assignment of Administrative Captain (either by being selected following the provision of interest cards or by being assigned) will be required to stay in the assignment for a minimum of two (2) years from the date of entry into the assignment. If, after two (2) years, no other Fire Captain has expressed interest in the assignment, and if the incumbent in the assignment wants to stay in the assignment, the incumbent may stay in the assignment until either another Fire Captain expresses interest in the assignment and is selected, or the Fire Chief assigns another employee to the assignment using the selection process described above paragraph D. If, after serving in the assignment for two years, the employee no longer wants to remain in the assignment, there will be a new selection process and another employee will be selected using the selection process described above paragraph D.
- F. Any Fire Captain in the assignment of Administrative Captain is not precluded at any time from seeking a promotion while in the assignment. If the employee is promoted while in the assignment, the employee will leave the assignment upon promotion.

7.2 Bilingual Pay

The City agrees to provide bilingual pay to up to six (6) employees per shift who are bilingual and who possess bilingual skills as set forth in this section.

Employees hired prior to July 1, 2018, who become eligible for bilingual pay shall be eligible to receive up to five percent (5%) for bilingual pay. As each employee recertifies for eligibility for bilingual pay, employees will be required to take both a speaking and listening and a writing bilingual proficiency examination. Employees shall receive two and one half percent (2.5%) for passing the speaking and listening portion of the bilingual proficiency exam and an additional two and one half percent (2.5%) for passing the writing portion of the bilingual proficiency exam for up to a maximum of five percent (5%) of base salary.

Employees hired after July 1, 2018, who become eligible for bilingual pay shall be eligible to receive up to two hundred and fifty dollars (\$250) per month for bilingual pay. As each employee recertifies for eligibility for bilingual pay, employees will be required to take both a speaking and listening and a writing bilingual proficiency examination. Employees shall receive one hundred and twenty-five dollars (\$125) per month for passing the speaking and listening portion of the bilingual proficiency exam and an additional one hundred and twenty-five dollars (\$125) per month for passing the writing portion of the bilingual proficiency exam for up to a maximum of two hundred and fifty dollars (\$250) per month.

Employees who possess bilingual skills in American Sign Language will receive the full pay of two hundred and fifty dollars (\$250) per month for bilingual pay by passing the

examination, but there will not be the same examination as for other languages (i.e., a speaking and listening and a writing bilingual proficiency examination). Such employees are subject to the same recertification requirements provided in this section.

The examinations shall be developed and administered by the City to demonstrate fluency in writing and speaking and listening the desired second language. If the City decides to make any changes in the examinations, it will first inform the Association who may raise any impacts related to the changes. All employees receiving bilingual pay must pass the prescribed examinations for each skill (one for speaking and listening and the other for writing) every two years to continue to receive bilingual pay for each skill. The City will notify employees when they are required to re-test. An employee who passes one of the tests but not the other, will still be eligible to receive their respective bilingual pay (2.5% or \$125 per month for the skill passed). In addition, the employee may take a recertification examination after waiting at least three (3) months after taking the recertification examination to which the employee did not pass. If the employee does not pass that recertification examination, the employee shall not be permitted to take the recertification examination for that skill until their two-year cycle to recertify has passed. The City will notify employees when they are required to re-test.

An employee receiving the pay who does not pass both recertification examinations is not qualified to receive bilingual pay. If this occurs, the employee may be replaced by another employee who has passed either examination. If there are no other employees who are certified to receive bilingual pay for either skill, the employee may take the recertification examinations in both skills after waiting at least three (3) months after taking the initial recertification examinations to which the employee did not pass. If the employee passes one of the two examinations, they shall the respective incentive pay (2.5% or \$125 per month) for bilingual pay. If the employee does not pass either or both of those subsequent recertification examinations, the employee shall not be permitted to take the recertification examination(s) for that skill until their two-year cycle to recertify has passed. The Human Resources Department will coordinate the recertification examination for each employee receiving bilingual pay.

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

7.3 Training Officer Pay

Employees who have specialized training which qualify them to teach other members of the department during sanctioned or scheduled training events will be compensated five percent (5%) of base pay (for the entire 24-hour shift) for each day they teach. Secondary instructors may also be compensated 5% of base pay (for the entire 24-hour shift) for teaching with the primary instructor.

On or off duty class preparation time does not qualify for Training Officer 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. Employees must receive advanced approval to from their supervisor to

prepare for class off duty.

Classes approved for Training Officer Pay are:

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

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

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

7.4 Scott Air Pak Technician

One Firefighter or Fire Engineer from each shift (three maximum) shall be designated as an approved department Scott™ Self Contained Breathing Apparatus (SCBA) Technician and receive five percent (5%) of base pay as 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.

The Fire Chief may, at their discretion, send additional unit members to SCOTT school based on department and operational needs. These trained SCOTT technicians will not be paid the five percent (5%) incentive unless they are called upon to act as the primary shift SCOTT technician. The training for reserve technicians will be sponsored and paid for out of the department budget and will not be the responsibility of unit members to bear. If no additional members are available on separate shifts, the Fire Chief may elect to move a reserve SCOTT technician into a primary/acting role on the same shift as another technician. This additional technician would then collect the five percent (5%) incentive pay.

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

Each technician shall be assigned at the discretion of the Fire Chief. The Battalion Chief has the ability to temporarily transfer the technician to other stations as needed for staffing and training purposes.

After six (6) years as a technician receiving incentive pay, other employees 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 member on the shift wants to become a technician, the existing technician may stay in the program for another six-year term.

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

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

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

7.5 Emergency Callback Pay

Employees called back to work to respond to an emergency will receive a minimum of four (4) hours callback pay. Employees shall be compensated for their travel time to respond to the emergency up to a maximum of one (1) hour. This pay for travel time pay is part of the minimum of four hours. 'Emergency' shall be defined as engaging or combating fires, floods, accidents, or involvement in other disaster operations, but shall not include coverage for minimum staffing or regularly scheduled or prescheduled, non-emergency work or duty time.

The employee must take this compensation as pay, not compensatory time off and use a separate payroll code to report this time. When employees work to respond to an emergency, the time shall be compensated at time and one half their regular rate of pay. For non-emergency worktime, employees shall be paid overtime if they qualify for overtime per Article 8 of this MOU.

Employees who are called back to work to cover for another employee who is absent (generally employees called back through an automated staffing program) are not entitled to travel time back to the City. However, if an employee is called back to address an emergency (defined as engaging or combating fires, floods, accidents, or involvement in other disaster operations, but shall not include coverage for staffing per Article 21 or regularly scheduled or prescheduled, non-emergency work or duty time) shall receive up to a maximum of one hour (1) of travel time to return to the City for the emergency. There is no travel time to return home. Travel that occurs once at work (i.e., during the workday) is compensable.

7.6 Shift Fire Investigator Pay

Upon completion of the certification requirements of the California Office of the State Fire Marshal certification program for fire investigators, unit members assigned as a Shift Fire

Investigator shall receive five percent (5%) of base pay. The Fire Chief retains discretion to assign qualified employees to this assignment. A maximum of two (2) employees on each shift (for a total of six (6)) may qualify for this assignment.

The following prerequisites are to be completed in order to receive Shift Fire Investigator pay:

1. Complete Shift Fire Investigator interview and assignment process as outlined by the Fire Chief.
2. Complete the CA State Fire Training Prerequisites for Fire Investigator:
 - a) Basic Electricity
 - b) Ethics and the Fire Investigator
 - c) Introduction to Evidence
 - d) Motive, Means, and Opportunity: Determining Responsibility in an Arson Case
 - e) Interview and Interrogation course #31445 (40 hours) (POST)
 - f) PC 832 Arrest #80102 (40 hours) (POST)

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

7.7 Acting Pay

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

If the employee works two (2) through twelve (12) hours, the employee shall receive pay equivalent to five percent (5%) for 12 hours at the employee's regular hourly rate of pay. The parties agree that to the extent permitted by law, acting pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) temporary upgrade pay.

If the employee works more than twelve and up to twenty-four hours, the employee shall receive five percent (5%) for 24 hours at the employee's regular hourly rate of pay.

Unit members elected to work out of classification as Fire Engineers, Fire Captains or Fire Battalion Chiefs are those members who have successfully passed the examination for promotion to the position of Fire Engineer, Fire Captain, or Fire Battalion Chief. Those individuals who have successfully completed their task book for the position of Fire Engineer, Fire Captain or Fire Battalion Chief are also eligible to work out of classification as long as all prerequisite job requirements for that rank have been completed. Firefighters, Fire Engineers and Captains are required to act as Fire Engineers, Fire Captains and Fire Battalions Chiefs when called upon to do so.

7.8 Education Incentive Pay

7.8.1 Educational Degrees

City agrees to compensate Firefighters and Fire Engineers an additional 5% of base pay for an Associate's Degree, 7.5% of base pay for a Bachelor's Degree, or 10% of base pay 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"). Fire Captains receive 2.5% for a Bachelor's Degree, or 5% of base pay for a Master's Degree. The pays for earning a degree are not are not cumulative. An employee can only receive one level of pay for a degree.

7.8.2 Educational Certifications

City agrees to compensate Firefighters and Fire Engineers 2.5% of base pay for a State Fire Officer's Certificate. This 2.5% pay will also be provided if a Firefighter or Fire Engineer has completed the mandatory course work to obtain the California Office of State Fire Marshal (OSFM) Company Officer Task Book, currently Company Officer 2A, 2B, 2C, 2D, 2E, and Instructor 1 courses.

City agrees to compensate Fire Captains 2.5% of base pay for a State Chief Fire Officer's Certificate. The 2.5% pay will also be provided if a Fire Captain has completed the mandatory course work to obtain the California Office of State Fire Marshal (OSFM) Chief Fire Officer Task Book, currently Chief Fire Officer 3A, 3B, 3C, 3D and ICS-300.

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

7.9 Longevity Pay:

Employees in this bargaining unit shall receive longevity pay based on their years of service in a classification represented by this bargaining unit as an employee of the City of Palm Springs (time served in another agency does not count) as follows:

- 10 years – 11 years and 364 days – 2.5%
- 12 years – 13 years and 364 days – 3.5%
- 14 years – 15 years and 364 days – 4.5%
- 16 years – 17 years and 364 days – 6.0%
- 18 years – 19 years and 364 days – 7.5%
- 20 years or more – 10%

These pays are not cumulative. Once an employee becomes eligible for the next level of longevity pay, they shall qualify for that level and no longer receive the prior level.

The parties agree that to the extent permitted by law, longevity pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1) Longevity Pay.

ARTICLE 8, OVERTIME

8.1 Work Period

The employees in the unit work a 24-day FLSA work period in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA). Per the 24-day work period, overtime shall be compensated at time and one-half for the work performed in excess of one hundred and eighty two (182) hours in the work period. Administrative Captains assigned to a 40 hour workweek shall receive overtime (at their 40 hour rate) for work performed in their administrative assignment (not for working suppression shifts for which they shall receive overtime at their 56 hour suppression rate) in excess of their assigned 40 hours per week.

8.2 "48/96" WORK SCHEDULE

Fire suppression personnel work a "48/96" work schedule. The "48/96" work schedule shall consist of two 24-hour shifts (for a total of 48 consecutive hours) of scheduled work followed by four consecutive days (for a total of 96 consecutive hours) off-duty.

8.3 Hours Worked

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

8.4 Automated Staffing Program

The Fire Department will continue to use an automated staff scheduling software system to administer overtime whenever more than twelve (12) overtime hours are available. The Association shall be represented on the Fire Department Automated Staffing Program Software Committee to assist in the design, implementation, and resolution of issues related to the program's use. The automated staffing program shall follow rules outlined in the Palm Spring Fire Department's policies and procedures manual. Changing from the use of one automated staffing program to another must be agreed upon by both management and labor.

8.5 Declining an Overtime Assignment

Employees who are offered an overtime assignment may decline that overtime assignment without losing their position on the overtime assignment list.

8.6 Contract Overtime

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

When an employee is required to work outside the City per the City's agreement to provide mutual aid in the City's California Fire Assistance Agreement with the Governor's Office of Emergency Services, the employee will be paid at the rate of time and one half for the total hours assigned on such mutual aid. This includes the travel time from the City to the location where the mutual aid is provided and back.

8.7 Compensatory Time Off

Employees assigned to shift duty shall not accumulate compensatory time off (CTO) in excess of one hundred and ninety two (192) hours. Upon separation, all unpaid accrued CTO will be paid at the employee's regular rate of pay.

By December 15 of each year, employees may make an irrevocable election to cash out up to 192 hours of CTO that they may earn in the following calendar year. In the following year, the employee can receive the cash for CTO they irrevocably elected to cash out in either two (2) separate increments of up to 96 hours or one (1) increment of 192 hours.

The employee would be paid one half of what they irrevocably elected to cash out hours on both the second pay day in July and the first pay day on December (assuming they have earned it) or the employee can elect to be paid their full amount they elected to cash out on the first pay day in December. However, if the employee's CTO balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount off CTO the employee has earned at the time of the cash out.

If an employee makes an irrevocable election to cash out CTO in the following calendar year and uses CTO in that subsequent year, the CTO used will come from the CTO the employee had earned prior to January 1 of the year the employee has elected to cash out annual leave. This is to ensure that assuming an employee had a CTO balance prior to January 1, the CTO used will not result in a reduction in the amount of CTO the employee will be eligible to cash out.

Employees with compensatory time off banks of 192 hours must use compensatory time off to lower the time in their bank below 192 hours to be able to accrue additional compensatory time off.

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

ARTICLE 9, PAYROLL CHANGES

The Department will not process payroll changes that are less than a full 24-hour shift for members after the shift is complete at 8:00 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 callback.

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

ARTICLE 10, UNIFORMS

10.1 Uniform Allowance

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

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

10.2 Class "A" Dress Uniforms

All employees are required 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.

Thirty (30) days after the employee has completed probation, they are to submit a receipt to their supervisor to be forwarded to the Fire Chief 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 twelve (12) equal installments deducted from their pay check.

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.

BENEFITS

ARTICLE 11, HEALTH, DENTAL, VISION AND OTHER INSURANCE

This article sets forth various insurance benefits available to Unit members. The amounts provided by the City for health, dental and vision insurance for 2023 are set forth below. In the event that the premium charges for the health, dental or vision benefits exceed the total premium costs for the prior year by four percent (4%) or more, the amount of the excess shall be paid by the Unit member through a payroll deduction. Each calendar year, the City will pay up to a four percent (4%) increase above the prior year's premium rates.

The Association acknowledges that the City's agreement to pay up to four percent (4%) of the increases for health, dental and vision insurance is a valuable benefit. The Association agrees that each year, once the increase in the costs of health, dental and vision is known, the amount that will be paid for by the City will be calculated based on the then current number of employees in the bargaining unit. The City will then inform the Association as to what those increased costs will be so that the Association is aware of how much more the City will be spending on these benefits in the following calendar year. The City will consider these increased costs in evaluating its positions in collective bargaining.

The above explanation of the health, vision and dental contributions are described with the following example involving the 2021-2024 rates:

- A. In 2021, the Blue Shield single party rate was \$1077.72. In 2022, the rate increased by 3.00% to \$1110.05.
- B. In 2022, the City paid the 3.00% increase = \$32.22 increase. Thus, in 2022, the premium rate was \$1110.05 and the City paid $\$993.23 + \$32.33 = \$1025.56$ and the employee paid \$84.49.
- C. In 2023, the City paid the 3.50% increase = \$38.81 increase. Thus, in 2023, the premium rate was \$1148.86 and the City paid $\$1025.56 + \$38.81 = \$1064.37$ and the employee paid \$84.49.
- D. For 2024, the City will pay the amount of any increase in the health insurance up to 4% over the 2023 premium of \$1148.86. That increase (if any) will be added to the City's 2023 contribution of \$1064.37.

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

11.1 Health, Dental and Vision Insurance

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

The City agrees to contribute up to the amounts below for calendar year 2021 for

employees toward health (including hospitalization and drug coverage), dental and vision insurance. Employees will sign verification of dependent eligibility annually at open enrollment.

City Contribution for 2023

Type of Coverage	Health	Dental	Vision
Single Party	\$1064.37	\$38.37	\$13.42
Two-Party	\$2043.05	\$56.20	\$13.42
Family	\$2164.96	\$84.36	\$13.42

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

For medical coverage, if an employee elects to opt out of coverage offered by the City, they must provide proof of "minimum essential coverage" (as defined by the Affordable Care Act) through another source (other than coverage in the individual market, whether or not obtained through Covered California).

11.2 Term Life Insurance

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

ARTICLE 12, HEALTH INSURANCE FOR RETIREES

A. Tier I" – Applicable to All Employees Hired Before November 1, 2006

For an employee who retires from the City after 20 years of continuous service, the City shall pay 75% of the cost of "retirees" health premium plan being covered at the time of retirement.

For an employee who retires from the City after 25 years of continuous service, the City shall pay 100% of the cost of "retirees" health premium plan being covered at the time of retirement.

The City will pay up to family coverage.

A Tier 1 employee who retires from active service as a Palm Springs employee who has not completed 20 years of City service shall be entitled to participate at their own cost in the medical, hospitalization, and prescription drug coverage plan provided in

Article 11.

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

B. "Tier II" –Applicable to All Employees Hired on or After November 1, 2006

For all employees hired after November 1, 2006, there will be no City contribution for retiree health benefits. The City will contribute \$150.00 per month (which is increased to \$200 per month effective on the first day of the month following City Council approval of this 2023-2026 MOU) for each such employee to a Retiree Health Savings Plan (during employment). The City will pay the administrative costs of this Plan.

In addition to the City contribution, all Tier II employees shall make a contribution of \$200 per month to their Retiree Health Savings Plan. This contribution shall be deducted from these employees' paychecks. This will be deducted in the first two pay periods of the month at one hundred dollars (\$100) per pay period.

A Tier 2 employee who retires from active service as a Palm Springs employee, shall be entitled to participate at their own cost in the medical, hospitalization, and prescription drug coverage plan.

ARTICLE 13, RETIREMENT

13.1 Retirement Formula

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

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

Employees who are defined as "new members" under the PEPRA, are covered by the 2.7% @ 57 formula provided for by the PEPRA at Government Code section 7522.25(d). These employees' retirement will be calculated per the three year average final compensation as provided for by the PEPRA per Government Code section 7522.32(a).

13.2 Employee Contributions to the Retirement System

- A. Employees subject to the 3% @ 50 and 3% @ 55 formula:

Employees shall pay their nine percent (9%) member contribution.

These employees shall also pay three percent (3%) compensation earnable for cost sharing in accordance with Government Code section 20516(a).

- B. Employees subject to the 2.7% @ 57 Formula – “New Members” as defined by PEPRA:

These employees shall pay the statutorily mandated employee contribution rate of one half of the total normal cost as determined by CalPERS in their annual valuation.

13.3 Adoption of IRS Code Section 414(h)(2) Resolution

The City has adopted the CalPERS resolution in accordance with and as permitted by IRS Code section 414(h)(2) to ensure that the employees’ payment (i.e., “pick up” as that term is used in section 414(h)(2)) of their employee contribution and cost share is made on a pre-tax basis.

13.4 Optional Benefits

The City contracts with CalPERS for the following optional benefits:

- A. Pre-retirement death benefits to continue after remarriage of survivor – Government Code section 21551
- B. Death Benefit – Government Code section 21620
- C. Post Retirement Survivor Allowance – Government Code sections 21624/26/28 and 21635
- D. 1959 Survivor Benefit Level 4– Government Code section 21574 Employees pay the employee premium for this benefit.
- E. Military Relocation Credit - Government Code section 21024 Sick
- F. Leave Credit - Government Code section 20965
- G. Final Compensation Period One Year - Government Code section 20042 for classic members
- H. 2% Cost of Living Allowance - Government Code section 21329
- I. Prior Service - Government Code section 20055

ARTICLE 14, IRS 125 PLAN

The City agrees to provide an IRS 125 health care and dependent care reimbursement Plan for employees. Employees who subscribe to the plan shall pay the Plan Administrator's fees.

ARTICLE 15, EDUCATIONAL REIMBURSEMENT

Employees shall be entitled to receive up to \$2,000 per fiscal year for courses either approved through the Tuition Reimbursement Program or for other work-related courses

approved in advance at the discretion of the Fire Chief and the Human Resources Director. However, the City shall budget for the Tuition Reimbursement Program and once the funds in the budget for the Program have been exhausted by employees accessing the funds, no additional funds for tuition reimbursement are required to be paid.

WORK HOURS/ LEAVE**ARTICLE 16, VACATION****16.1 Accrual and Vesting**

Employees shall accrue vacation 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 vacation accrual schedule.

16.2 Accrual Rates for 56-hour Workweek Shift Employees

Firefighters and Fire Engineers assigned a fifty-six (56) hour shift workweek shall accrue vacation at the following rates:

Completion of Continuous Years of Service	Shift Hours Accrued For Each Full Month
1 Through 5	12
6 Through 10	16
11 Through 15	20
16 and after	22

Fire Captains assigned a fifty-six (56) hour shift workweek shall accrue vacation at the following rates:

Completion of Continuous Years of Service	Shift Hours Accrued For Each Full Month
0 Through 5	16.8
6 Through 10	19.6
11 and after	22.5

16.3 Accrual Rates for 40-hour workweek Employees

Firefighters and Fire Engineers assigned a forty (40) hour workweek shall accrue vacation at the following rates:

Completion of Continuous Years of Service	Hours Accrued For Each Full Month Worked
1 Through 5	8.57
6 Through 10	11.43
11 Through 15	14.29
16 and after	15.71

Fire Captains assigned a forty (40) hour workweek shall accrue vacation at the following rates:

Completion of Continuous Years of Service	Hours Accrued For Each Full Month Worked
0 Through 5	12
6 Through 10	14
11 and after	16

16.4 Maximum Accrual of Vacation

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

An employee who has accrued the maximum hours of vacation will not continue to accrue vacation hours until they use vacation to reduce their accrual below the maximum accrual. An employee cannot accrue vacation hours above the specified maximum accrual.

16.5 Vacation Cash-Out

By December 15 of each year, employees may make an irrevocable election to cash out up to the maximum number of hours of vacation that they can accrue per year which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the vacation they irrevocably elected to cash out in either two (2) separate increments of up to half their annual accrual cap (i.e., for those who accrue 16 hours per month – 192 hours per year, 96 hours each) or one (1) increment of up the maximum they can accrue in a year.

The employee would be paid one half of what they irrevocably elect to cash out hours on both the second pay day in July and the second pay day in November or the employee can elect to be paid their full amount they elected to cash out on the second pay day in November. However, if the employee's vacation balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of vacation the employee has accrued at the time of the cash out.

If an employee makes an irrevocable election to cash out vacation in the following calendar year and uses vacation in that subsequent year, the vacation used will come from vacation the employee had earned prior to January 1 of the year the employee has elected to cash out vacation. This is to ensure that assuming an employee had a vacation balance prior to January 1, the vacation used will not result in a reduction in the amount of vacation the employee will be eligible to cash out.

16.6 Vacation While on Occupational Injury Leave or Sick Leave

Employees who are on an occupational injury leave or sick leave and reach the maximum

vacation accrual may request a temporary lifting of the maximum four hundred fifty-six (456) hours accrual by giving written notice to the Chief. In such cases, the member shall be permitted to continue to accrue vacation over four hundred fifty-six (456) hours from the time such notice is given until the next regular vacation cash out date. On the next regular vacation cash out date, the employee must cash out at least all vacation 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 vacation in excess of four hundred fifty-six (456) hours on and after the date of the next regular vacation cash out date. Members on occupational injury leave or sick leave may cash out their vacation pursuant to Article 16.5. This paragraph shall apply on a per injury basis.

16.7 Vacation Usage

A maximum of five suppression personnel with a maximum of three per rank shall be permitted to use vacation per shift. Unless an employee is on a statutorily protected leave (such as FMLA/CFRA or PDL) an employee shall not be permitted to go on a leave without pay until they exhaust all accrued vacation leave.

16.8 Disposition of Accrued & Vested Vacation Upon Termination

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

ARTICLE 17, PAYMENT IN LIEU OF HOLIDAYS

In lieu of all City recognized holidays, employees shall be paid 6.07 hours (for employees working the suppression shift of an average of 56 hours per week) and 4.33 (for employees working a 40-hour per week assignment) per pay period (the 24 pay periods when holiday in lieu pay is paid to employees) at their straight time hourly rate.

The parties agree that to the extent permitted by law, the compensation in this section is special compensation for those employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) holiday pay.

ARTICLE 18, SICK LEAVE

18.1 Accrual Rates

Employees shall accrue sick leave as follows:

- 56-hour rate (suppression rate) at 12 hours per month.
- 40-hour rate for employees assigned to a 40 hour per week schedule – 8.57 hours per month.

18.2 Sick Leave Maximum Accrual

Sick leave shall accrue to a maximum of three (3) months or seven hundred and twenty (720) hours (514.29 hours for employees on a 40-hour shift). Notwithstanding the preceding sentence, if an employee's accrued sick leave reaches 720 hours, (514.29 hours for employees on a 40-hour shift) they will continue to accrue sick leave in that calendar year subject to the following: An employee may cash out any accrued sick leave above 720 hours (514.29 hours for employees on a 40-hour shift) in the second pay period in July, if an employee still has sick leave on the books in excess of 720 hours (514.29 hours for employees on a 40-hour shift) by the pay day for the first pay period of December, the unused sick leave above 720 hours (514.29 hours for employees on a 40-hour shift) shall be compensated by a cash payment on the pay day for the last pay period in December in an amount equal to the member's straight time hourly rate of pay for those unused accumulated sick leave hours.

18.3 Sick Leave Cash Out at Retirement

Employees shall be paid for all accrued, vested and unused sick leave upon a public safety service or disability retirement. Per Article 13.4, employees also have the option to convert unused sick leave to credit.

ARTICLE 19, FORTY HOUR CONVERSION

Employee leave benefits (vacation, compensatory time and sick leave) shall be converted to accommodate those members who work an average of forty (40) hours per week (shift hours/1.4 = 40 hour conversion).

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

In addition to the above, when an employee whose regular assignment is a 40-hour per week assignment, works a suppression shift and earns compensatory time, the hours earned will be divided by 1.4 before being placed into the employee's compensatory time off bank.

ARTICLE 20, SHIFT TRADING

Shift trades are provided per Fire Department Policy.

There is no limit on the number of shift trades an employee may enter into, but employees shall notify management no later than 24 hours prior to the exchange taking place.

ARTICLE 21, STAFFING

The station safety shift staffing shall be not less than 23 per day City-wide.

The parties agree that either party may reopen negotiations during the term of the MOU regarding this Article.

EMPLOYER/EMPLOYEE RELATIONS

ARTICLE 22, NON-TOBACCO USE REQUIREMENT

All employees shall not use tobacco products on or off duty throughout the term of their employment. This includes, but is not limited to, all e-cigarettes.

ARTICLE 23, CERTIFICATION REQUIREMENTS

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.

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

ARTICLE 24, 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.

ARTICLE 25, BOMB SEARCH

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

ARTICLE 26, STRIKES AND WORK STOPPAGES

26.1 Prohibited Conduct

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

26.2

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

26.3

In addition to any other lawful remedies or disciplinary actions available to the City, if the Unit fails, in good faith, to perform all responsibilities listed below in 26.4 - The 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.

26.4 The Association Responsibility

In the event that the Association, its officers, agents, representatives, or employees engage in any of the conduct prohibited in 26.1 - 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 26.1 and return to work.

ARTICLE 27, LAYOFF AND RECALL

The Association agrees to Personnel Rule 13.3 Layoff and Recall, except as modified herein. If an employee 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 the time in any of the classifications in the Association. Layoff of any employees 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.

27.1 Seniority

"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 the calculation of seniority based on the most recent date of hire. Any prior service for the City prior to separation shall not be considered.

ARTICLE 28, GRIEVANCE PROCEDURE

28.1 Definition of Grievance

- A. A "Grievance" is a dispute of one or more employees or a dispute between one or more employees involving the interpretation, application or enforcement of the provisions of the MOU, or of the Personnel Rules and Regulations that are within the statutory scope of representation, and for which there is no specific method of review provided by federal, state or local law. A grievance may also be filed by the Association.
- B. Reviews of allocations or reallocations of positions as described Personnel Rule 4.3.3 or reviews of examination ratings as described Personnel Rule 7.7 are excluded from the grievance procedure. Allegations of harassment, discrimination or retaliation are also excluded from the grievance procedure as they are addressed by a separate procedure.

Release or lay-off of employees during an initial probationary period after hire, reinstatement, or reemployment is not subject to the grievance procedure.

28.2 Time Limits and Waivers

- A. Working Days - For purposes of the Grievance Procedure, working days, further referred to as "days", are defined as the period from 8 a.m. to 6 p.m. City Hall working days, currently Monday-Thursday, excluding holidays.
- B. Initiation - An employee must initiate the grievance within fifteen (15) days of the occurrence of the event giving rise to the grievance or within fifteen (15) days after the grievant should, with reasonable diligence, have had knowledge of such occurrence, whichever is later.
- C. Management Reply - Failure by management to reply to the employee's grievance within the time limits specified under the grievance procedure shall automatically grant the employee the right to process the grievance to the next level of review.
- D. Failure to Submit to Next Level - If an employee fails to submit from one level to the next level within the time limits and in the manner provided under the grievance procedure, the grievance shall not be subject to further consideration and will be deemed resolved.
- E. Waiver by Mutual Agreement - Any level of review or any time limits established in the procedure may be waived or extended by mutual agreement between the employee and management, which must be confirmed in writing.
- F. Outside of Authority - If the supervisor, manager, or department head designated by the grievance procedure below to receive the grievance determines that they do not have the authority to resolve it, that supervisor, manager, or department head, shall so inform the grievant and forward the grievance to the next higher level of supervision with authority to resolve it, if applicable, or advise the grievant in writing they may continue to the next level in the process.

28.3 Informal Resolution

- A. The responsibility of an employee with a grievance of employment is to promptly inform and discuss the grievance with the department supervisor or designee in order to, in good faith, endeavor to resolve the matter expeditiously and informally. If the grievance is filed by the Association, it does not need to follow the informal resolution process. It can file a written grievance per Article 28.4 with a supervisor who works in the department to which the grievance relates.
- B. If such informal discussion does not resolve the grievance to the employee's satisfaction, such employee may file a formal grievance in accordance with the procedure set forth in this section

28.4 Procedure

- A. The employee shall provide the grievance in writing, with signature and date, and submit it to their immediate supervisor within fifteen (15) days of the initial commencement of the occurrence being grieved. The supervisor shall further consider and discuss the grievance with the employee and such employee's designated representative as deemed appropriate, and shall, within fifteen (15) days of having received the written grievance, submit a response thereto in writing to the employee and the employee's representative, if applicable.
- B. If the written response of the immediate supervisor does not result in a resolution of the grievance, the employee may further submit the grievance, by presenting a written request, with date and signature, to the employee's department head within seven (7) days of the employee's receipt of the supervisor's response. The department head may investigate the grievance and may set a meeting with the employee, employee's designated representative, and other persons as deemed appropriate to consider the grievance. Within thirty (30) days of receipt of the grievance by the department head, the department head shall submit a response to the grievance to the employee and employee's representative, if applicable.
- C. If the response by the department director, does not result in a resolution of the grievance, the employee may further submit the grievance, by presenting a written request, with date and signature to the Human Resources Director, for submission to the City Manager, within seven (7) days of the unit employee's receipt of the department head's response. The City Manager or designated representative may set a meeting with the employee, employee's designated representative, and other persons as deemed appropriate, to consider the grievance. Within thirty (30) days of receipt of the grievance the City Manager or designated representative shall submit a response to the employee and employee's representative, if applicable. The decision of the City Manager is final and binding.
- D. This grievance procedure is the sole and exclusive method for alleging a violation, misinterpretation or misapplication of any provision of this MOU or Personnel Rules.

ARTICLE 29, DISCIPLINE

A. Disciplinary actions defined:

1. Oral/Written Warning

The use of an oral or written warning shall be used as a tool by supervisors to address performance problems or minor instances of misconduct and may be initiated at any time. If it qualifies as punitive action under the Firefighter Procedural Bill of Rights Act, the employee shall be entitled to an administrative appeal per the informal process below. The supervisor or manager will review

with the employee both the specific deficiencies in question and the City's standards. The cause(s) of the deficiency will be identified along with specific improvement needed. The employee should be advised of the action that will be taken should they fail to achieve the improvement outlined within the time period specified. Any written warnings will be kept in the supervisory file, not the official personnel file, and a copy given to the employee. The supervisory file is intended to be a temporary file to record performance, both positive and negative, throughout the performance year. Once the performance evaluation is completed for the year, all items in the file should be referenced in the performance evaluation if appropriate, and discarded at the end of the performance year.

2. Written Reprimand

A Written Reprimand generally is appropriate to correct instances of more serious circumstances or employee misconduct which do not warrant suspension or discharge, repeated instances of minor misconduct or identified performance problems. The purpose of a Written Reprimand is to put the employee on notice that the City will take other disciplinary action unless immediate, real and consistent improvement in performance is demonstrated. Any decision to issue a Written Reprimand should be reviewed by the Human Resources Department. The supervisor or manager issuing the Written Reprimand shall meet with the employee to discuss specific improvements required within a defined time period to avoid further disciplinary action. A copy of the Written Reprimand will be placed in the employee's official personnel file.

3. Suspension

Suspension is the temporary removal of employees from their duties without pay.

4. Reduction in Pay

A Reduction in Pay is a reduction in hourly salary for a limited and defined period of time, and does not result in any classification change. The employee continues to report to work for the duration of the Reduction in Pay.

5. Demotion

Demotion is the movement of an employee from the current classification to a new classification having a lower salary range.

6. Discharge

An employee may be discharged for cause.

B. Pre-Disciplinary Procedure

If an employee is to be suspended, receive a reduction in pay, be demoted or discharged, the employee shall:

1. Receive written notice of the intended action at least seven (7) calendar days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the action is based.
2. Receive copies of any known materials, reports or other documents upon which the intended action is based.
3. Be accorded the right to respond in writing within a reasonable period of time to the intended charges.
4. Be accorded the right to meet within a reasonable period of time with the Fire Chief or designee who has the authority to modify or eliminate the intended disciplinary action.
5. Be given the written decision of the Fire Chief or designee prior to the effective date of the disciplinary action.

C. Appeal Process

The following appeals procedures are adopted by the parties pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act.

1. Definitions
 - a. The term "firefighter" means an employee who is considered a firefighter under Government Code § 3251(a) as well as any firefighter who is a peace officer pursuant to Penal Code § 830.37. This includes all employees who are in this Unit.
 - b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."
2. Formal Appeals Procedures – For Punitive Action Causing a Loss of Pay Not Covered by the Informal Hearing Process
 - a. A firefighter shall be entitled to an appeal hearing before an Administrative Law Judge assigned from the Office of Administrative Hearings which shall be conducted in accordance with Chapter 5 (commencing with § 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.
 - b. Notice of Discipline as Accusation - The final notice of discipline which may be issued at the conclusion of the pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, *et seq.*
 - (1) Pursuant to Government Code § 3254(f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

- (2) The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, *et seq.* A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter concurrently with the notice of discipline.
 - c. Administrative Law Judge - Pursuant to Government Code § 11512, the appeal will be heard by an administrative law judge
 - d. Time and Place of Hearing- Pursuant to Government Code § 11508, unless otherwise decided by the administrative law judge, a hearing shall be conducted at City Hall or in another City facility at a time to be determined by administrative law judge with the input of the representatives of both the City and employee.
 - e. Notice of the Hearing- A notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.
 - f. The burdens of proof and production of evidence shall be borne by the City. The standard of proof shall be by a preponderance of the evidence.
 - g. The proposed decision of the administrative law judge shall be in writing. Copies of the proposed decision shall be delivered to the parties by registered mail and accompanied by a proof of service
 - h. Following receipt of the proposed decision, the City Council, or any designee (e.g., the City Manager) to the extent authorized by law, may take any of the actions set forth in Government Code § 11517(c)(2) A through E.
3. Appeals Procedures Informal Process

The Informal Hearing Procedure, as opposed to the formal procedures, will be used for disciplinary action imposed on an employee that does not involve termination from employment, demotion, suspension without pay for more than two (2) shifts for employees working a 56-hour suppression schedule or three (3) working days for employees working a 40-hour administrative schedule, or where the practical financial effect of the discipline equates to a two shift suspension or less for employees working a 56-hour suppression schedule or three (3) working days or less for employees working a 40-hour administrative schedule.

a. Appeal to the Fire Chief or Designee

- (1) A firefighter who receives notice of a punitive action shall be entitled to appeal the action to the Fire Chief prior to the effective date of the punitive action. The appeal is an opportunity for the firefighter to present written material and arguments why a punitive action should not occur or offer alternatives to the action.

(2) Notice of Appeal: Within seven (7) calendar days of receipt by a firefighter of notification of a punitive action, the firefighter shall notify the Fire Chief in writing that they intend to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal. Nothing in this section shall limit the right of the Department to institute disciplinary action, notwithstanding that an appeal may be pending.

(3) Hearing Officer: The Fire Chief or designee shall act as the hearing officer. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the City Manager or designee shall serve as the hearing officer. The hearing shall take place within thirty (30) calendar days of the date the firefighter was notified about the punitive action (e.g., received a written reprimand) or such other time as may be agreeable by the parties.

b. Burden of Proof: The City shall bear the burden of proof at the hearing.

The Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that punitive action was reasonable under the circumstances.

c. Conduct of Hearing:

(1) The formal rules of evidence do not apply, although the Hearing Officer shall have discretion to exclude evidence which is incompetent, not relevant or cumulative, or the presentation of which will otherwise consume undue time. The rules of privilege shall be observed.

(2) The parties may present arguments through documents and statements.

(3) If the punitive action being appealed is a written reprimand, the parties will not be entitled to confront and cross-examine witnesses.

(4) Following the presentation of written material and statements, the involved parties may submit closing arguments orally or in writing for consideration by the hearing officer.

(5) Representation: The firefighter may be represented by an association representative or attorney of choice.

d. Decision:

After the hearing, a decision will be submitted in writing within thirty (30) calendar days and provided to the employee. The decision shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.5.

e. Decision to Impose Discipline:

If, after the hearing, a decision is rendered which imposes discipline, pursuant to Government Code § 3254(f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

ARTICLE 30, ASSOCIATION BUSINESS BANK

The City will provide a bank of one hundred twenty (120) hours per year to be allocated by the Association as directed by the Association's Board of Directors for use by Association Officers or members.

In addition to these 120 hours, each year, in the second pay period of January the City will deduct six (6) hours from the vacation bank of each unit member with at least six (6) hours of accrued vacation. Those hours will be placed in a separate bank to be used as directed by the Association's Board of Directors for use by Association Officers or members. The maximum number of hours that may exist in this bank is six hundred (600) hours. If, in any January, the deduction of vacation hours from unit members will cause this bank to exceed 600, the City will deduct an equal amount of vacation less than six (6) hours from each member of the unit to bring the bank to 600 hours. Prior to the second pay period in January of any year, the Association President can (once per year) advise the City to not deduct any vacation hours from unit members.

The Association President will be responsible for notifying the City's Director of Human Resources of the use of such hours when those hours are used. The use of the banked time must be approved by the employee's immediate supervisor and the City agrees that the use of the time will not be unreasonably denied. In addition, the Association will provide a report to the Human Resources Department upon request (up to twice a year) of the use of these hours in the previous year.

ARTICLE 31, 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, 2026. The parties agree that either side may request to start negotiations for a successor MOU no later than April 1, 2026.

The PSFA hereby expressly waives any right to demand any improvements or any changes in the wages, hours, or other conditions of employment of employees covered by this MOU, and the City shall not be required to meet and confer as to any such demand or request.

ARTICLE 32, REQUIREMENT TO LIVE WITHIN 150 MILES OF THE CITY LIMITS

Employees hired on or after 8:00 a.m. on October 11, 2015 must live within 150 miles of the City limits. Prior to February 1, 2020, the 150 miles could be measured by using a linear calculation. For any employees hired on or after February 1, 2020, the calculation of the 150 miles shall be made by using Google Maps driving directions. Employees hired

after January 13, 2022 are exempt from this provision during their first thirteen (13) months of their employment. Effective no later than the first day of their fourteenth (14th) month of employment, these employees must live within 150 driving miles of the City limits.

ARTICLE 33, JOINT LABOR MANAGEMENT COMMITTEE

If necessary, the parties agree to meet to discuss labor relations issues of interest to either of them (e.g., employees donating vacation to the Association Business Bank or modifications to testing procedures). Such meetings are not labor negotiations, but rather, discussions of issues to which either side has an expressed interest. Once a year, either party can request to convene a meeting and the other party will agree to meet within a reasonable period time. If the parties mutually agree to meet more frequently, they can agree to do so.

ARTICLE 34, DRUG AND ALCOHOL POLICY

The parties have negotiated and agreed upon a drug and alcohol policy that is contained in the department's Lexipol Policy Manual.

PALM SPRINGS FIREFIGHTERS ASSOCIATION REPRESENTATIVE

7/6/2023 | 2:04 PM PDT

Date: _____

By: Brandon Battaglia
PSFA President

DocuSigned by:
Brandon Battaglia
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Signature

By: Anthony Felt
PSFA Member at Large

DocuSigned by:
Anthony Felt
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Signature

CITY OF PALM SPRINGS

12/11/2023

Date: _____

By: Scott Stiles
City Manager

DocuSigned by:
Scott Stiles
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By: Peter Brown
Labor Attorney

DocuSigned by:
Peter Brown
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Attest: Brenda Pree
By: _____
City Clerk

DocuSigned by:
Brenda Pree
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By: Stephanie George
Director of Human Resources

DocuSigned by:
Stephanie George
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Approved to form:

By: Jeff Ballinger
City Attorney

DocuSigned by:
Jeff Ballinger
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Council Approval: