



## City Council Staff Report

DATE: October 6, 2010

Consent Calendar

SUBJECT: SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE (MERR) AND THE MANAGEMENT ASSOCIATION OF PALM SPRINGS (MAPS)

FROM: David H. Ready, City Manager

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### SUMMARY

Staff is requesting that the City Council approve a Side Letter of Agreement with the Professional & Management Unit (MAPS) extending the Hybrid Furlough Plan and term of MOU to June 30, 2012.

### RECOMMENDATION:

1. Approve a "SIDE LETTER OF AGREEMENT OF THE JULY 1 2007 TO JUNE 30, 2011 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE (MERR) AND THE MANAGEMENT ASSOCIATION OF PALM SPRINGS (MAPS) REPRESENTING THE PROFESSIONAL & MANAGEMENT UNIT.
2. Authorize City Manager to execute Side Letter Agreement.

### STAFF ANALYSIS:

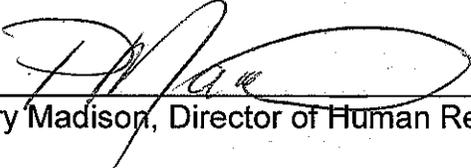
The City's representatives and MAP's representatives previously entered into an agreement entitled Memorandum of Understanding (MOU) for the period of July 1, 2007 through June 30, 2011. The parties has met and conferred in good faith and have reached agreement as follows:

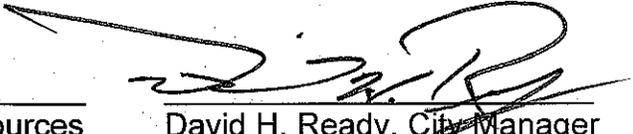
- Employees will be furloughed for ten percent (10%) of their hours by continuing the "9/72" hybrid work week that has been in effect since May 2009. As a result, City Hall will remain closed on Fridays; and

- Lincoln's Birthday Holiday will be replaced with a floating holiday, as a result, City Hall will be open one additional day in February; and
- The term of the Agreement will be for the period July 1, 2007, and terminating at midnight, June 30, 2012.

FISCAL IMPACT:

It is estimated that this agreement will result in an approximate annual savings of \$620,460.00.

  
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Perry Madison, Director of Human Resources

  
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David H. Ready, City Manager

Attachments:

**SIDE LETTER OF AGREEMENT BETWEEN THE  
CITY OF PALM SPRINGS AND THE  
MANAGEMENT ASSOCIATION OF PALM SPRINGS**

This Side Letter of Agreement is entered into this 6th day of October, 2010, between the City of Palm Springs (hereinafter the "CITY") and the Management Association of Palm Springs (hereinafter "MAPS").

RECITALS

The CITY and MAPS previously entered into an agreement entitled Memorandum of Understanding (MOU) between the Municipal Employee Relations Representative (MERR) and the Management Association of Palm Springs (MAPS) representing the Professional and Management Unit, for the period of July 1, 2007 through June 30, 2011.

The parties have met and conferred in good faith and have jointly prepared this Side Letter of Agreement, and have reached agreements which are set forth in this Side Letter of Agreement.

AGREEMENT

MAPS AND MERR agree as follows:

SECTION 1. Notwithstanding any provisions of the MOU or the City's Personnel Rules to the contrary, the parties agree to extend the current agreed to HYBRID FURLOUGH PLAN through June 30, 2012.

All terms of the HYBRID FURLOUGH PLAN agreed to on May 4, 2009 will continue during this extended period and at the end of the extended period, schedules will revert back to the original work schedule in place at the time of the furlough. The voluntary use of leave program for a non-revocable request to leave City service in coordination with the furlough plan will also continue during the furlough period.

SECTION 2. Effective January 1, 2011, the parties agree to modify personnel rule 6.4.2 as applicable to this UNIT which provides the holiday schedule for MAPS employees by deleting Lincoln's Birthday and modifying the title of Washington's Birthday to President's Day.

The parties also agree that effective January 1, 2011, all employees in the UNIT will have one floating holiday each calendar year (January 1 – December 31) which must be used by December 31 of the calendar year to which it applies. The floating holiday does not accrue as a leave and cannot be cashed out. If it is not used by an employee it is lost. Employees may request to use their floating holiday just like a request to use annual leave. Department Heads have discretion whether to grant or

deny a request to use the floating holiday, but given that such holiday must be used within the fiscal year to which it applies, must exercise that discretion carefully to ensure that employees can use their floating holiday.

**SECTION 3.** Section 2 of the MOU is hereby amended to read:

“This MOU recommended to the City Council shall be for the period of July 1, 2007, and terminating at midnight, June 30, 2012.”

**SECTION 4.** MAPS AND MERR agree that the terms of the MOU, as amended, shall remain unchanged and in full force and effect, except as specifically provided in this Side Letter Agreement.

**MUNICIPAL EMPLOYEE RELATIONS  
REPRESENTATIVE:**

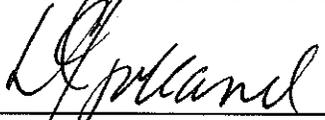
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David H. Ready, City Manager

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Perry Madison, Human Resources Director

ATTEST:

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James Thompson, City Clerk

APPROVED AS TO FORM:

  
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Douglas C. Holland, City Attorney

**MANAGEMENT ASSOCIATION OF  
PALM SPRINGS REPRESENTATIVE:**

  
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Rick Mozzillo, Association President