

MANAGEMENT ASSOCIATION OF PALM SPRINGS (MAPS)



MEMORANDUM OF UNDERSTANDING

JULY 1, 2018 – JUNE 30, 2021

Management Association of Palm Springs (MAPS)
Memorandum of Understanding
July 1, 2018 – June 30, 2021

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**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE (MERR)
AND THE MANAGEMENT ASSOCIATION OF PALM SPRINGS (MAPS)
REPRESENTING THE PROFESSIONAL & MANAGEMENT UNIT
JULY 1, 2018 – JUNE 30, 2021**

GENERAL PROVISIONS

ARTICLE 1, TERM

MAPS AND MERR agrees as follows:

- A. This MOU shall be for the period commencing July 1, 2018, and terminating at midnight, June 30, 2021.

ARTICLE 2, RECOGNITION

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

- A. The Management Association of Palm Springs (hereinafter referred to as “MAPS”) is the exclusive recognized employee organization for members it represents employed by the City in the Professional and Management Unit (“Unit”) as defined in Section 8.1.6 of the Employer-Employee Relations Resolution, Resolution 16438, as amended by Resolution 17793.
- B. MAPS 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 MAPS in the aforesaid group and have reached agreements which are set forth in this Memorandum of Understanding (hereinafter referred to as the “MOU”).

ARTICLE 3, PRACTICES

It is understood that existing ordinances, resolutions, and policies of 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 by the parties hereto that all such ordinances, resolutions and policies, including, but not limited to, Sections 4, 5, 6, 7 and 13 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. City and Unit members shall continue to have the rights and prerogatives as set forth in Sections 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 the Strikes and Work stoppages section of this MOU.

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 the members of the Unit as represented by MAPS 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, SALARIES

Effective in the pay period beginning October 7, 2018, members of the Unit shall receive a two and fifty-three one hundredths percent (2.53%) salary increase.

Effective the pay period which includes July 1, 2019, members of the Unit shall receive a two percent and one half (2.5%) salary increase.

Effective the pay period which includes July 1, 2020, members of the Unit shall receive a two and one half percent (2.5%) salary increase.

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

Employees who promote into the unit will be placed at a step on the salary schedule at least five percent (5%) above (unless five percent (5%) would cause the employee's salary range to be above top step for the classification hired into) the step from which they were at in their prior job classification with the City.

Employees who are promoted within the unit will be placed at the lowest step in their new classification which will ensure that they receive at least a five percent (5%) increase from their current salary.

ARTICLE 7, SALARY ADVANCEMENT ELIGIBILITY

Personnel Rule 5.9.2.3 is modified to the extent that MAPS unit members shall be eligible for a one step (five percent 5%) increase if they have at least a "meets expectation" or higher service rating.

ARTICLE 8, OVERTIME AND STANDBY PAY

8.1

The bargaining unit is made up of employees who are both exempt and non-exempt from overtime per the Fair Labor Standards Act (FLSA). The parties agree that each of the classifications represented by the Association along with their designation as either exempt or non-exempt is set forth in Appendix B to this MOU. For purposes of this MOU, overtime or compensatory time off provided to employees (as provided in the paragraph below) who occupy classifications designated as exempt will be provided to employees pursuant to this MOU, not because these employees are entitled to overtime per the FLSA. Non-exempt employees are entitled to overtime or compensatory time off as provided below in accordance with the FLSA.

The City agrees that if a Unit member is asked to work more than 40 hours in a week, such member will be eligible to receive overtime or compensatory time off, either MOU overtime/compensatory time off for exempt employees or FLSA overtime/compensatory time off for non-exempt employees. If the employee accrues compensatory time off, all

requests to use that time will be honored if the employee provides reasonable notice. The maximum compensatory time off accumulation is one hundred (100) hours.

Unit members shall be required to log time in and time out. Unit employees may be allowed to flex hours within a work week, if approved in advance by the Department Head.

8.2 Standby Pay

Employees shall be paid for two (2) hours per day for standby pay at the employee's regular hourly rate and not subject to overtime premium. Department Heads, Managers and Supervisors placing unit members on standby are encouraged to provide Unit members with advanced notice (when possible) of placement on standby.

ARTICLE 9, ACTING OUT OF CLASSIFICATION

9.1 Employees Who Are Assigned to Another Classification On An Acting Basis

On the second (2) consecutive day that a Unit member is assigned to an acting assignment such member shall be entitled to additional compensation equal to the lowest step on the range of the higher classification which will provide an increase in pay of 5%, but not to exceed the top step of the classification for which such member is performing acting out of class duties ("acting pay"). Such acting pay shall be prospective only, commencing the second (2) consecutive day the member is acting out of class and continuing thereafter until such member ceases performing acting out of class duties.

9.2 Employees Who Are Not Assigned to Another Classification, But Who Are Required To Perform Duties Not Covered By Their Classification

On the second (2) consecutive day that a Unit member is required to perform the majority of the duties of a higher classification ("acting out of class") such member shall be entitled to additional compensation equal to the lowest step on the range of the higher classification which will provide an increase in pay of 5%, but not to exceed the top step of the classification for which such member is performing acting out of class duties ("acting pay"). Such acting pay shall be prospective only, commencing the second (2) consecutive day the member is performing the majority of the duties of the higher classification and continuing thereafter until such member ceases performing those duties.

ARTICLE 10, SPECIAL COMPENSATION

Per this article, unit members may only receive one of the following certification premiums (set forth in Articles 10.1 – 10.3) of five percent (5.0%): Master's Degree, professional certification, notary certification or bilingual certification.

10.1 Education Incentive Pay

Unit members will be eligible to receive an additional 5.0% of their base salary for a Master's Degree from a college or university accredited by either the Council for Higher Education Accreditation ("CHEA") or the U.S. Department of Education ("USDE"), or for maintaining a professional certification related to their job that require Continuing Education Hours or require testing or coursework to be recertified. Any employees who,

have previously received certification pay from the City for certifications which do not require Continuing Education Hours or require testing or coursework to be recertified, will continue to receive that pay. However, effective July 1, 2014 certification pay for professional certifications will only be provided to employees who maintain certifications related to their job which require Continuing Education Hours or require testing or coursework to be recertified. Each Department must approve the certification pay and determine if it is a certification necessary for the department.

10.2 Notary Pay

Unit members designated by the City Manager may be eligible to receive an additional 5.0% Notary Certification Pay for being a licensed Notary Public. Designations for "Notary Certification Pay" for Unit members shall be entirely at the City Manager's discretion. Employees hired after City Council approval of this MOU, will receive one hundred dollars (\$100) per month for Notary Certification Pay.

10.3 Bilingual Pay

Unit members may be eligible to receive an additional 5% in compensation for their provision of bilingual services. The City Manager shall determine the language needs as well as the number of employees eligible for such premium pay. In order to be eligible for such premium pay, an employee must pass an examination demonstrating fluency in reading, writing and speaking the desired second language.

Employees hired after City Council approval of this MOU who become eligible for bilingual pay shall receive two hundred and fifty dollars (\$250) per month for Bilingual Pay.

For any employees in the bargaining unit who receive bilingual pay, they must sign up to be present at and prepared to use their bilingual skills at one City Council meeting per year. On the day of the Council meeting for which the employee signs up, they shall adjust their work schedule that day by starting four hours later than their regular start time so that they can be present at the Council meeting to utilize their bilingual skills.

ARTICLE 11, UNIFORM ALLOWANCE

City agrees to continue to pay a monthly uniform allowance of one hundred twenty-five dollars (\$125.00) to the Emergency Services Coordinator as a reimbursement for expenses incurred for acquisition and maintenance of uniforms.

Each fiscal year the City will provide four (4) shirts, four (4) pants and a jacket for Operations Supervisors who work at the Palm Springs Airport. The City will provide thirty dollars (\$30.00) per month as reimbursement for cleaning uniforms for the Airport Operations Supervisors.

ARTICLE 12, MILEAGE

Reimbursement for personal vehicle use shall be at prevailing IRS rate. Where extensive vehicle travel is required, a City vehicle may be provided instead.

BENEFITS

ARTICLE 13, HEALTH INSURANCE

13.1 Cafeteria Plan

City agrees to continue to enroll with and subscribe to the Public Employees' Retirement Health Care Plan pursuant to the Public Employees' Hospital and Medical Care Act (PEHMCA), Government Code Sections 22751 *et seq.*, for the provision of health insurance for members of the unit. The health insurance benefit provided through PEHMCA shall be part of a cafeteria plan in accordance with IRS Code section 125 ("the Plan") which also includes:

- A. Dental Insurance as addressed below in Section 13.3; and
- B. Vision Insurance as addressed below in Section 13.5

The City will pay the CalPERS statutory minimum to comply with the Public Employees' Hospital and Medical Care Act on behalf of all employees and retirees (\$133 for 2018, and a yet undetermined amount for beyond 2018). In addition, the maximum City contribution to the Plan (i.e., health, dental and vision insurance) shall be determined annually based on the formula that has been used by City which is inclusive of the PERS statutory minimum. The formula involves taking the rate increase for each benefit as listed above, and combining them to develop a single rate increase to the maximum contribution to the categories listed below (i.e., single, two-party, and family).

The current cafeteria plan rates effective January 1, 2018, are:

Category	Maximum Contribution
Unit Member Only	\$745/month
Unit Member + 1	\$1,461/month
Family	\$2,011/month

The cafeteria plan rates effective January 1, 2019, are:

Category	Maximum Contribution
Unit Member Only	\$745/month
Unit Member + 1	\$1,504/month
Family	\$2,011/month

Since the actual amounts above also include the PERS statutory minimum, the actual amounts provided to employees through the cafeteria plan are the above amounts minus the PERS statutory minimum for each applicable calendar year.

In the event that the premium changes for health, dental and vision insurance (i.e., the Plan benefits) exceed the City's maximum rate of contribution by five percent (5%), the amount of the excess shall be paid by unit members through a payroll deduction.

The maximum City monthly contribution for the Plan shall be determined by the medical plan selected (i.e., single, two-party, or family). Should an employee decline medical coverage, but elect either dental or vision coverage, there will be no Plan excess paid. The City will, however, pay the premiums for the dental and/or vision coverage/s selected. In the event a Unit member selects a Plan (per 13.1) which does not require City to make a maximum contribution, then such unit member shall receive the remainder of the City contribution (up to the maximum of \$150.00 per pay period). In no event shall a positive balance exceed \$150.00 per pay period (24 pay periods per year).

13.2 Medical Insurance Withdrawal

Except as provided below, Unit members who elect to purchase health insurance independent of the Plan, may withdraw from or decline to participate in the Plan by executing, in writing, an election to withdraw from, a declination to participate in, and/or a waiver of benefits (as appropriate) on such form as may be required by City. 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).

Unit members who elect not to participate in the Plan beyond the City minimum monthly contribution will be reimbursed the sum of \$150.00 per pay period (24 pay periods per year).

13.3 Dental Benefits

City agrees to continue dental benefits at level(s) existing under the current Plans. Although it is possible that the carriers could change, the levels of benefits through new carriers will be equivalent.

13.4 Life Insurance

Members of the unit will receive \$50,000.00 term life insurance coverage and \$50,000 accidental death and dismemberment (AD&D) coverage.

13.5 Vision Benefits

City agrees to provide Vision Coverage at the benefit level(s) existing as of the date this MOU is executed. Although it is possible that the carriers could change, the levels of benefits through new carriers will be equivalent.

13.6 Domestic Partner Coverage

Domestic partners may register with the Secretary of State and be eligible to enroll in a CalPERS health plan. The law requires the following actions for a domestic partner to be enrolled in a CalPERS health benefits plan: First, the Secretary must register the domestic partnership, and provide a Declaration of Domestic Partnership to the domestic partners. Specified same-sex domestic partnerships (between persons who are both at least 18 years of age), and specified opposite sex domestic partnerships (when one person is over the age of 62), are eligible to register with the secretary.

The CalPERS enrollee must provide a copy of the Declaration of Domestic Partnership and a signed Statement of Financial Liability (PERS form) to City. CalPERS will use the same enrollment policies for domestic partnerships as currently used for traditional marriages.

Domestic partner enrollment documents submitted within 60 days of the domestic partner registration will provide health benefit coverage effective on the first day of the month following the month in which the employer received the enrollment document. Domestic partner enrollments after the 60 days may be enrolled during the plans next open enrollment period.

13.7 Short Term Disability

Unit members are required to enroll in the short-term disability insurance plan and pay for the benefit by making premium payments through a payroll deduction.

13.8 Long Term Disability

Long Term Disability shall continue to be provided by the City at the benefit level(s) existing as of the date this MOU is executed. Although it is possible that the carriers could change, the levels of benefits through new carriers will be equivalent.

ARTICLE 14, HEALTH INSURANCE FOR RETIREES

As long as they qualify for coverage with CalPERS, members of the Unit shall be permitted to participate in the City-provided group health plans after retirement as a retiree. For those retirees, the City will only contribute the mandatory minimum monthly premium (i.e., the statutory minimum) as may be required by CalPERS for the particular calendar year.

A. Tier I - Effective 7/1/1999:

In service employees hired (or received a written offer of employment) prior to September 7, 2005 shall receive health insurance for retirees as follows:

1. After 20 years of continuous service, for an employee who attains age fifty (50) and retires from active service as a Palm Springs employee, the City will contribute an amount of money which shall be called a "retiree health stipend" in the amount of 75% of the CalPERS premium (minus the PERS statutory minimum which the City is already contributing on behalf of the retiree to comply with PEHMCA) to reimburse the retiree for health insurance coverage.

If an employee chooses a more costly health plan prior to retirement, they must have chosen the plan at least one year prior to retirement or the health plan used for determining the maximum benefit under the HRA will be the plan previously chosen.

2. After 25 years of continuous service, for an employee who attains age fifty (50) and retires from active service as a Palm Springs employee, the City will contribute an amount of money which shall be called a "retiree health stipend" in the amount of 100% of the CalPERS premium (minus the PERS

statutory minimum which the City is already contributing on behalf of the retiree to comply with PEHMCA to reimburse the retiree for health insurance coverage. The retiree health stipend as described above will be based on the coverage type (and limited to single, or two-party) in effect at the time of retirement.

If an employee chooses a more costly health plan prior to retirement, they must have chosen the plan at least one year prior to retirement or the health plan used for determining the maximum benefit under the HRA will be the plan previously chosen.

In the event of the employee's death, the City's obligation to continue making health care contributions will end. The surviving spouse/domestic partner may remain on the plan as a *retiree* without a City contribution to the premium.

3. Service Credit for Health Insurance For Retirees in Tier 1

Employees in Tier 1 shall be eligible for two years of service credit for the purpose of being eligible for retiree health insurance (e.g., an employee with 18 years of continuous service will be eligible for the benefits available to those with 20 years of continuous service) if in the month of June (starting in 2019) the employee makes an irrevocable offer to retire (which will be immediately accepted by the City) by no earlier than ninety (90) days from the date of notice or later than December 31 of that same calendar year.

B. Tier II – Effective 9/7/2005:

For all employees *initially* hired by the City after September 7, 2005, there will be no City contribution for retiree health benefits (other than the annual CalPERS statutory minimum amount. The City will, for these employees, make a \$50.00 per month (this amount is increased to \$100 effective at the beginning of the pay period following City Council approval of this MOU) contribution to an employee Retiree Health Savings Plan and the associated fixed dollar cost of administration. This contribution is for active employees and shall cease when the employee leaves City employment.

All retirees (tier I and II) will be required to comply with any of the requirements of CalPERS as provided by PEMHCA. This may include, but not be limited to, enrolling in Medicare when age appropriate and becoming eligible to receive Medicare. The City will not pay for the cost of Medicare enrollment as it will continue to pay the CalPERS statutory minimum for all retired annuitants.

ARTICLE 15, RETIREMENT

15.1 Retirement Formula

Unit members (and not "new members as defined by the Public Employees' Pension Reform Act of 2013 - PEPRA) hired prior to December 24, 2012 are covered by the 2.7% @ 55 formula provided for by the Public Employees' Retirement Law at Government Code section 21354.5. These employees' retirement will be calculated pursuant to the optional benefit (in the City's contract with CalPERS) of single highest twelve month period.

Unit members (and not “new members as defined by the Public Employees’ Pension Reform Act of 2013 - PEPRA) hired after December 24, 2012 are covered by the 2% @ 60 formula provided for by the Public Employees’ Retirement Law at Government Code section 21353.3. These employees’ retirement will be calculated per the three year average final compensation per Government Code 20037.

Unit members who are defined as “new members” under the PEPRA, are covered by the 2% @ 62 formula provided for by the PEPRA at Government Code section 7522.20(a). 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).

15.2 Employee Contributions to the Retirement System

Employees subject to the 2.7%@55 Formula:

Employees in the Unit shall pay their eight percent (8%) member contribution.

Employees subject to the 2% @ 60 Formula:

These employees pay the seven percent (7%) member contribution.

Employees subject to the 2% @ 62 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.

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

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

15.4 Optional Benefits

- A. The City contracts with CalPERS for the following optional benefits:
- B. Pre-retirement death benefits to continue after remarriage of survivor – Government Code section 21551
- C. Death Benefit – Government Code section 21620
- D. Post Retirement Survivor Allowance – Government Code sections 21624/26/28 and 21635
- E. 1959 Survivor Benefit Level 4– Government Code section 21574
- F. Military Reallocation Credit - Government Code section 21024

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 16, EDUCATION REIMBURSEMENT

No Unit member shall receive more than \$1,500/fiscal year through the Educational Reimbursement Program. The details of the Program are set forth in Personnel Rule 18.2.

ARTICLE 17, EMPLOYEE SERVICE AWARDS

The Service Awards program will be continued for Unit members.

ARTICLE 18, CELL PHONES

- A. The decision as to which employees in MAPS need to have/use a cell phone for work shall remain within the discretion of the City Manager.
- B. Effective in the pay period following City Council approval of this MOU employees in MAPS who either currently have a City issued cell phone or who are identified in the future as needing to use a cell phone for their job will receive a City-issued cell phone.
- C. The City retains the discretion to remove the cell phone at any time if it determines the employee does not need to use a cell phone for the position.

WORK HOURS / LEAVE

ARTICLE 19, WORK SCHEDULE

All employees in the bargaining unit shall be assigned to work a 4/10 work schedule; four consecutive work days followed by three consecutive days off. A Unit member may request to work a four day – nine hour work schedule (4/9). Such a request is subject to Department Head approval and once granted, may be revoked at any time. A decision to deny a request for such a work schedule is not subject to challenge or grievance. The Department Head has total discretion as to whether to grant a request for such work schedule and whether the schedule should continue. The parties agree that City Hall will remain closed on Fridays.

ARTICLE 20, ANNUAL LEAVE

20.1 Conversion and Definition

Annual leave shall be defined as any approved absence with pay from regularly scheduled work for any purpose that are not properly chargeable to some other category of leave. Annual leave shall substitute for either annual leave or sick leave as covered under Personnel Rule 6 as amended herein.

20.2 Maximum Accrual and Minimum Usage

There shall be a maximum accrual of 712 annual leave hours for MAPS members.

20.3 Annual Leave Cash-In

Until December 31, 2018, unit employees shall have the option of converting accrued and vested annual leave into cash, without limitation (other than as provided below). Such cash-ins of annual leave shall be permitted twice a year on the last payday of July and the first payday of December. Such conversion may be for any amount of accrued and vested annual leave hours.

Effective for calendar year 2019 and every year thereafter: By December 15 (the first year being 2018) of each year, employees may make an irrevocable election to cash out up to the maximum number of hours of annual leave which 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 annual leave 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 20.67 hours per month - 248 hours per year, 124 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 first pay day on December 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 annual leave 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 leave the employee has accrued at the time of the cash out.

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

In addition to the above, an employee shall have the option of converting accrued and vested annual leave to their deferred compensation account on both the second pay day in July and the first pay day on December.

20.4 Eligible To Use

Unit members shall be eligible to use annual leave as it is accrued.

20.5. Accrual Rates

Professional and Management Unit shall accrue and vest annual leave on a monthly basis in accordance with the following schedule:

Years of Service	Hours Accrued & Vested Monthly
0 through 5	16
6 through 10	18
11 and after	20.67

Annual leave shall begin to accrue on the first day of the month following employment with the City.

20.6 Less than full-time employees

Less than full-time employees will accrue and vest annual leave on a pro-rated basis based on their allocated full time equivalent.

ARTICLE 21, FLOATING HOLIDAYS

The parties agree to modify personnel rule 6.4.2 as applicable to this Unit which provides the holiday schedule for general employees by deleting Lincoln's Birthday and modifying the title of Washington's Birthday to President's Day.

Unit members earn one floating holiday per calendar year. This floating holiday does not accrue and cannot be cashed out. Employees must request to use the floating holiday just like they would 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.

21.1 Friday Observed Holidays (and Floating Holiday):

For employees who follow the observed holiday schedule (employees who work in the same work group on a Monday through Thursday schedule), holidays occurring on a Friday (e.g., years when July 4, Christmas or New Year's Day fall on a Friday and every year for the day after Thanksgiving) will not move to the prior open business day (e.g., the Thursday before or the Wednesday before Thanksgiving). Rather, for each one of those days, unit members (who would be off duty on the Friday) will accrue a floating holiday (based on the following: 1.0 allocated FTE = 10 hours, .75 allocated FTE = 7.5 hours, .5 allocated FTE = 5.0 hours and any other allocated FTE percentage shall accrue a pro-rata number of hours based on a factor of one hour for each .1 allocated FTE. The floating holiday has no cash value. If it is not used by an employee it is lost if any such hours are on the books at the time the unit member leaves the City. 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 must exercise that discretion carefully to ensure that employees can use these floating holidays. For employees who follow the calendar date schedule, they will continue to receive the holiday on the actual date of the holiday.

These holidays, including the one floating holiday earned each January as described in Section 20.1 may accrue up to 50 hours. If an employee has 50 hours of floating holiday leave earned they will not earn additional floating holiday leave until the bank is reduced below 50 hours.

ARTICLE 22, BEREAVEMENT LEAVE

Personnel Rules 6.16.2 and 1.16.3 are modified to the extent that MAPS unit members shall be granted three (3) scheduled work days in the event of a death in the "immediate family" (as defined in the City's Personnel Rules) of an employee regardless of travel.

ARTICLE 23, DISPOSITION OF LEAVE AND PAY UPON SEPARATION

23.1

Upon separation, a Unit member shall be paid at the member's current salary rate all unpaid accrued and vested annual leave. 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.

23.2

In the event a member resigns or retires, City and MAPS agree that the member's last paycheck, including pay out of vested leave, in accordance with this MOU, shall be paid at the next regularly scheduled pay-day after separation date from City service.

EMPLOYER / EMPLOYEE REALATIONS

ARTICLE 24, DRUG POLICY/DRUG SCREENING

The parties agree that their drug and alcohol policy is set forth in Appendix A to this MOU.

ARTICLE 25, REDUCTION IN FORCE

Unit members who are laid off and decline the opportunity to bump or are not eligible to bump will receive two months of regular wages upon layoff. It is the intent of the City to provide six months of medical coverage at the same level of employee contribution that was in effect upon the day of layoff. The City will pay one month's premium directly to CalPERS, and provide the employee with a check for the additional 5 months' premiums.

ARTICLE 26, PAYROLL DEDUCTION - ASSOCIATION MEMBERSHIP

City will provide payroll deduction on request of MAPS for dues, assessments, and other deductions authorized by MAPS. Remittance will be bi-weekly to MAPS's treasurer.

ARTICLE 27, MEETINGS

27.1

MAPS may conduct a Board of Directors meeting once each month during the workday, not to exceed two hours.

27.2

MAPS may conduct one (1) meeting per quarter with all members of MAPS released at 11:30 A.M. and required to return to their work assignment no later than 1:30 P.M.

ARTICLE 28, ASSOCIATION TIME BANK

Unit members shall be permitted voluntarily to donate leave time (annual leave or compensatory time off) to a MAPS Time Bank. The Time Bank shall contain a maximum of forty (40) hours at any given time available to officers of MAPS to conduct Association business. Requests for use of banked hours shall require a request from the President of MAPS on MAPS letterhead authorizing use of Banked Time. 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, MAPS 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 29, STRIKES AND WORK STOPPAGES

29.1 Prohibited Conduct

MAPS, its officers, agents, representatives and/or members of the Professional and Management Unit agree that they will not cause or condone any strike, walkout, slowdown, sick out, or any other job action by withholding or refusing to perform services.

Any Unit member who participates in any prohibited conduct listed above shall be subject to suspension, demotion, or dismissal by City. In addition to any other lawful remedies or disciplinary actions available to City, if MAPS fails, in good faith, to perform all responsibilities listed below as Association Responsibility, City may suspend any and all rights and privileges accorded to MAPS in this MOU, including but not limited to suspension of the Grievance Review Procedure and Dues Deduction.

29.2 Association Responsibility

In the event that MAPS, its officers, agents, representatives, or Unit members engage in any Prohibited Conduct, MAPS shall immediately instruct any 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 and return to work.

ARTICLE 30, GRIEVANCE PROCEDURE

30.1 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.
- B. A grievance is also a claim by a Unit employee that a letter of reprimand was issued to them was not properly issued.
- C. Personnel rules 4.3.3 or 7.7 are excluded from the grievance procedure as well as any other rules as specified and complaints involving harassment shall be handled by a separate procedure.
- D. Release or lay-off of employees during an initial probationary period after hire, reinstatement, or reemployment is not subject to the grievance procedure.

30.2 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 - A Unit employee must initiate the grievance within fifteen (15) working 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 a Unit 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 Unit 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.

30.3 Informal Resolution

- A. The responsibility of a Unit employee with a bona fide grievance concerning terms and conditions 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.
- B. If such informal discussion does not resolve the grievance to the Unit employee's satisfaction, such employee may file a formal grievance in accordance with the procedure set forth in this section.

30.4 Procedure

- A. The Unit 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 Unit 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 Unit employee may further submit the grievance, by presenting a written request, with date and signature, to the Unit employee's department head within seven (7) days of the Unit employee's receipt of the supervisor's response. The department head may investigate the grievance and may set a meeting with the Unit 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 Unit 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 Unit employee may further submit the grievance, by presenting a written request, with date and signature to the Human Resources Director, for submission to the Office of 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 Unit 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 Unit employee and employee's representative, if applicable. The decision of the City Manager Office 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.

ARTICLE 31, DISCIPLINARY APPEALS PROCESS

Effective July 1, 2018, the parties agree that if an employee subject to discipline is entitled to appeal that discipline per Personnel Rules 14 and 15, the appeal process provided by the Personnel Rules (the Personnel Board) will no longer apply. Rather, the parties agree that effective July 1, 2018, discipline which is subject to appeal may be appealed to a hearing officer selected by the parties. The disciplinary appeals process is as follows:

A. Appeals Procedure

1. If an appeal of a dismissal, suspension, demotion or reduction in salary is filed with the Director of Human Resources within ten (10) days of receipt of a written notice of discipline, this process will be used which includes the use of a hearing officer.
2. The City and the employee or the employee's representative may agree on the hearing officer. If they cannot agree, the hearing officer shall be chosen from a panel of seven (7) hearing officers from a list provided State Mediation and Conciliation Service. The parties shall alternately strike names until one hearing officer remains. The parties shall flip a coin with the winner of the coin flip getting to choose whether to strike the first name or the second name. Names will be struck until the hearing officer is selected.
3. The hearing officer shall submit an advisory decision setting forth findings, conclusions, and recommendations to the City Council.

B. Hearings

1. The hearing shall commence no more than ninety (90) calendar days from the date the hearing officer is selected provided that the parties may agree to a longer period to commence the hearing.
2. All disciplinary hearings shall be closed to the public unless the affected employee requests that the hearing be open to the public.
3. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission and exclusion of evidence.
4. Each party shall have these rights: to be represented by legal counsel or other person of their choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses; to impeach any witness regardless of which party first called the witness to testify; and to rebut the evidence against them. If the employee appealing the discipline does not testify on their own behalf, they may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing. The cost of the reporter will be split between the City and the Association.
5. The hearing shall proceed in the following order, unless the hearing otherwise directs:
 - a. Opening statements shall be permitted with the City proceeding first.
 - b. The City shall proceed first in the hearing. If witnesses are called, the opposing party shall have the right to cross-examine the witnesses on any matter relevant to the issues, even though that matter was not covered on direct examination.
 - c. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason permits them to offer evidence upon their original case.
 - d. Closing arguments and written briefs shall be permitted.
 - e. The hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. The hearing officer shall base findings on the

preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, for good cause, otherwise directs. The hearing officer, prior to or during a hearing, may grant a continuance for any reason believed to be important to reaching a fair and proper decision.

- f. The hearing officer may recommend sustaining, rejecting or modifying the disciplinary action.
6. The hearing officer's findings, conclusion and recommendations shall be filed with the Director of Human Resources, who will forward them to the City Manager who then forward to the City Council. The City Council, in its sole discretion, may hear limited oral arguments and/or request written statements from either party on the hearing officer's advisory decision. The City Council shall inform the employee appealing the discipline of its decision regarding the appeal within sixty (60) calendar days of the receipt of the hearing officer's report. However, the City Council may extend the time to issue its decision beyond the sixty (60) calendar day period if it believes it is necessary. The decision of the City Council regarding the appeal shall be the final step in the administrative appeal process. However, any disciplinary action is deemed final as of the effective date. Copies of the City Council's decision, including the hearing officer's report shall be filed where appropriate, including the employee's personnel file. The City Council's decision is subject to review by a superior court pursuant to Code of Civil Procedure Section 1094.6.
7. Subpoenas and subpoenas *duces tecum* pertaining to the hearing shall be issued at the request of either party, not less than ten (10) calendar days prior to the commencement of the hearing; after commencement, subpoenas shall be issued only at the discretion of the hearing officer.
8. The time limits specified at any step in this procedure may be extended or reduced by written agreement of the employee or representative and the representative for the City.
9. Employee or the employee's representative and the representative for the City.

ARTICLE 32, WAIVER OF FURTHER BARGAINING

The terms agreed upon by the MOU shall take effect at the time specified herein upon approval by Resolution of the City Council of the City of Palm Springs and shall remain in full force and effect until midnight, June 30, 2021.

APPENDIX A – DRUG AND ALCOHOL POLICY

The parties have a vital mutual interest in maintaining safe, healthful and efficient working conditions. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but also to co-workers and the citizens of Palm Springs. The possession, use or sale of an illegal drug or of alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations. "On the job" means while on City premises, at work locations, or while on duty or being compensated on an "on call status".

MAPS, City, and Unit members recognize that their future is dependent on the physical and psychological well-being of all employees. MAPS, City, and Unit members mutually acknowledge that a drug and alcohol-free work environment benefits employees and citizens and members agree to comply with this policy at such time as a mutually agreed upon employee assistance program is in place.

The purpose of this article is to define the City's drug and alcohol policy as well as the possible consequences of policy violation.

Section 1

Possession, sale, use or being under the influence of drugs or alcohol while on the job is strictly prohibited.

Section 2

When reasonable suspicion exists, the City may require a Unit member to submit to a substance screening. The employee will be given the option to select a blood test or urinalysis.

Reasonable suspicion is cause based upon objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform the job safely is reduced.

Section 3

Any manager or supervisor requesting that a Unit member submit to a substance screening shall document in writing the facts constituting reasonable suspicion and shall give the employee a copy. This report must advise the Unit member of the right to representation. Such member shall be given an opportunity to provide additional facts. A Unit member who is then ordered to submit to a substance abuse screening may request to be represented. Because time is of the essence in drug screening, a representative must be available within a reasonable time or the employee will then be ordered to submit to a substance screening.

Any employee who refuses to submit to a substance screening may be considered insubordinate and shall be subject to disciplinary action up to and including termination.

Section 4

The supervisor, or designee, shall transport the suspected Unit member to the testing facility. Testing shall occur on City time and be paid for by the City. The facility used for testing shall be certified by the National Institute of Drug Abuse and comply with

established guidelines for “chain of custody” to insure that identity and integrity of the sample is preserved throughout the collecting, shipping, testing and storage process.

Section 5

Any positive test for alcohol or drugs will be confirmed by a scientifically sound method. Any Unit member who tests positive on a confirmatory test will be given the opportunity to discuss the results with a physician to be designated by City. The employee should be prepared at that time to show proof of any valid medical prescription for any detected substance or to otherwise explain, if they so choose, a positive test result.

Section 6

While use of medically prescribed medications and drugs is not per se a violation of this policy, this policy shall establish that no employee shall operate a City vehicle or dangerous machinery or equipment while taking any kind of medication or drugs which are clearly marked that they may cause significant drowsiness or impair a Unit member's performance. Such member shall notify the member's supervisor, before beginning work, when taking such medications or drugs. In the event there is a question regarding such member's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a physician designated by the City may be required. The City reserves the right to send such member home on sick leave under these circumstances.

Section 7

Unit members with substance abuse problems are encouraged to participate voluntarily in the City-sponsored Employee Assistance Program (EAP). Assistance through the EAP may be sought by a member with complete confidentiality and without adverse consequences to employment. Unit members should be aware, however, that a request for assistance through the EAP will not insulate such member from disciplinary action already contemplated.

Depending upon the facts surrounding the reasonable suspicion determination, positive test result, and/or other violation of this policy or other City/department rules and regulations, City will refer such member to the EAP. Such referral shall be made available to such member as an alternative to disciplinary action. Referral would be subject to agreement by such member to enroll, participate in and successfully complete rehabilitation and/or counseling program and other terms and conditions in a "Last Chance Agreement".

APPENDIX B – MAPS CLASSIFICATIONS AND FLSA EXEMPTION STATUS

Position	FLSA Exemption	
Account Technician, Senior	Non Exempt	N/A
Accountant	Exempt	Professional
Accounting Supervisor	Exempt	Executive
Administrative Assistant	Exempt	Administrative
Administrative Secretary	Non Exempt	N/A
Airport Administration Manager	Exempt	Executive
Airport Operations Manager	Exempt	Executive
Airport Operations Supervisor	Exempt	Executive
Airport Security Coordinator	Exempt	Administrative
Arts & Special Projects Coordinator	Exempt	Administrative
Assistant Planner	Non Exempt	NA
Associate Civil Engineering	Exempt	Professional
Associate Planner	Non Exempt	N/A
Budget Audit & Revenue Supervisor	Exempt	Executive
Building & Safety Supervisor	Exempt	Executive
Chief Deputy City Clerk	Exempt	Administrative
Civil Engineer, Senior	Exempt	Professional
Community Center Manager	Exempt	Administrative
Community Development Administrator	Exempt	Administrative
Deputy City Clerk	Non-Exempt	N/A
Deputy City Treasurer	Exempt	Administrative
Deputy Director of Aviation - Operations & Maintenance	Exempt	Executive
Economic Development/Downtown Administrator	Exempt	Executive
Emergency Services Coordinator	Exempt	Administrative
Engineering Assistant	Non Exempt	N/A
Engineering Assistant Senior	Exempt	Administrative
Engineering Associate	Exempt	Professional
Financial Analyst, Senior	Exempt	Administrative
Fleet Maintenance Manager	Exempt	Executive
Human Resources Manager	Exempt	Executive
Human Resources Specialist	Exempt	Administrative
Human Resources Specialist Senior	Exempt	Administrative
Information Technology Manager	Exempt	Administrative
Librarian	Exempt	Professional
Library & Public Services Manager	Exempt	Executive
Library Operations & Collections Manager	Exempt	Executive
Maintenance and Facilities Administrator	Exempt	Administrative
Maintenance Supervisor	Exempt	Executive
Paralegal	Non Exempt	N/A
Payroll Coordinator	Non Exempt	N/A
Network Administrator	Exempt	Computer
Administrative Coordinator	Non Exempt	N/A
Principal Planner	Exempt	Professional
Procurement & Contracting Manager	Exempt	Executive
Procurement Specialist I	Exempt	Administrative
Procurement Specialist II	Exempt	Administrative
Public Works Inspector, Senior	Non Exempt	N/A
Redevelopment Coordinator	Exempt	Administrative
Special Events Manager	Exempt	Administrative
Street Maintenance Superintendent	Exempt	Executive