

# **PALM SPRINGS CHAPTER SEIU LOCAL 721**



## **MEMORANDUM OF UNDERSTANDING**

**JULY 1, 2018 – JUNE 30, 2021**

**The Palm Springs Chapter SEIU Local 721**  
**Memorandum of Understanding**  
**July 1, 2018 – June 30, 2021**

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE MUNICIPAL EMPLOYEE RELATIONS  
REPRESENTATIVE AND THE SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 721  
JULY 1, 2018 - JUNE 30, 2021**

**GENERAL PROVISIONS**

**ARTICLE 1, TERM**

UNION and MERR agree as follows:

This MOU shall be for the period commencing July 1, 2018 and terminating at midnight, June 30, 2021; provided, however, that specific sections of this MOU may have later effective dates as specified herein.

**ARTICLE 2, RECOGNITION**

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

- A. The Palm Springs chapter of the Service Employees International Union Local 721 CTW, CLC (hereinafter called "Union") is the recognized employee organization for members it represents employed by the City within the General Unit (herein called "Unit") as defined in Resolution 16438 (Employer-Employee Relations Resolution), as amended by Resolution 17793.
- B. The Palm Springs chapter of Union and the Municipal Employee Relations Representative (hereinafter called "MERR") have met and conferred in good faith on wages, hours, and other terms and conditions of employment for the employees represented by Union in the Unit and have reached agreements which are set forth in this Memorandum of Understanding (hereinafter called "MOU").

**ARTICLE 3, 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be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable laws and regulations, and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.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 4, MAINTENANCE OF BENEFITS**

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

## **COMPENSATION/OTHER PAY**

### **ARTICLE 5, SALARIES**

Effective October 7, 2018, members of the Unit shall receive a two and fifty one one-hundredths percent (2.51%) salary increase.

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

### **ARTICLE 6, SALARY ADVANCEMENT ELIGIBILITY**

Employees shall be advanced one-step on the salary schedule effective on each employee's anniversary date, provided the employee's service has been continuous and they have at least a "meets expectations" or higher service rating on their most recent performance evaluation. Such consideration for a salary advancement shall only be given effective on each anniversary date until the employee reaches the top step of the range. Any unpaid leave of absence in excess of twenty (20) consecutive days will extend an employee's anniversary date by the length of such leave.

### **ARTICLE 7, OVERTIME AND COMPENSATORY TIME**

#### **7.1 Overtime**

Employees shall not work overtime unless authorized in advance to do so by the department head, or appropriate authorized supervisor.

Employees are eligible to receive overtime pay or bank compensatory time at the discretion of the Department Head or appropriate designee. Employees who work overtime may advise their Department Head whether their preference is to receive pay or compensatory time, but the Department Head has the ultimate discretion to make that decision. However, Department Heads must exercise that discretion in a manner that does not preclude the accrual of compensatory time off.

Employees wishing to use their accrued compensatory time off shall provide the City with reasonable notice. A request to use compensatory time off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.

Employees shall be compensated for overtime worked at a rate of 50% above the employee's rate of pay for the work performed in excess of forty (40) hours per workweek. Paid leave counts as hours worked for purposes of calculating eligibility for overtime.

## 7.2 Compensatory Time

No General Unit employee shall accumulate compensatory time in excess of one hundred (100) hours. An employee who has accumulated the maximum amount of compensatory time shall not be eligible to bank compensatory time until the accumulation has been reduced to less than the maximum accumulation of one hundred (100) hours, and shall be paid out in the current pay period for overtime hours worked.

Unit employees must request to use their compensatory time just like they would request to use general leave. Approval of compensatory time off shall not be unreasonably withheld.

## 7.3 Overtime for Operations Specialists at the Palm Springs Airport

This Article applies only to the classification of Operations Specialists working at the Palm Springs Airport. Should assigning overtime become necessary (as determined by a supervisor or manager) as a result of an employee in the classification requesting to use leave (e.g., vacation) or because the employee calls in as unable to work the shift (e.g., because they are sick) the following should apply:

If an employee requests to use leave in advance (with notification of seven (7) days or greater) and the manager or supervisor determines that the shift would need to be backfilled, other Operations Specialists will have the opportunity to sign up for the shift on an overtime basis and the most senior of those who sign up for the shift (assuming that based on the determination of the manager or supervisor based on all of the facts and circumstances would not cause the employee to be too fatigued). If no Operations Specialist signs up for the shift, a supervisor, at the Operations Manager's discretion, may sign up for the shift. If no Operations Specialist or supervisor signs up for the shift, the request for leave will be denied.

Attempts to fill a shift when an Operations Specialist calls off will be conducted in the following order by the supervisor:

- A. If an employee in the classification of Operations Specialist calls off (e.g., with less than seven (7) days advance notification, calls in sick or is called for jury duty) and the manager or supervisor determines that the shift would need to be backfilled as time permits, an attempt will be made to fill the shift by placing phone calls to the off-duty Operations Specialists in the order of the greatest seniority to determine if they are able to work.
- B. Additionally, supervisors may work this shift to ensure that adequate coverage for the shift is provided.
- C. If said phone calls do not cause the shift to be covered and the supervisor cannot cover said shift, the shift will be offered to the Operations Specialists who were working the shift which preceded the shift for which the employee is calling off. If such an offer does not cover the shift, the City retains the right to direct the employee on the current or off-going shift to stay and cover the shift. In addition, depending on when the City is notified that the employee who is supposed to work the shift will not be coming to work, the City may contact employees on the oncoming shift to come to work early to reduce fatigue on others and potentially split the shift.

## **ARTICLE 8, ACTING OUT OF CLASSIFICATION**

On the third 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 on the third 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 9, STANDBY, CALL BACK AND TRAINING PAY**

### 9.1 Standby Pay

Whenever a Unit employee is scheduled by the department for standby duty the employee shall be paid for two (2) hours per day for standby at the employee's regular hourly rate, not subject to overtime premium. If called back to work while on standby, there is no compensation for travel.

Dispatchers who are under subpoena during non-working hours shall be paid for actual court time with a minimum of four (4) hours pay for each day's appearance at the rate of time and one-half.

### 9.2 Call Back Pay

A Unit employee called back to work while not on standby shall be paid both travel time (actual travel time up to a maximum of one hour) and a minimum of two (2) hours per incident, (from when the employee arrives at the work location) at one and one-half (1 1/2) times such employee's regular hourly rate.

### 9.3 Training Pay

City shall provide 5% Training Pay to anyone required to train new employees or an employee in a new assignment. An employee shall not receive training pay unless they are specifically asked by their supervisor to train another employee. The Union acknowledges and agrees that employees may ask their colleagues questions about performing their job and that does not entitle the employee to training pay and Unit members will not hold back from helping their colleagues with questions. Such training pay is for actual time spent training other employees. Training pay can only be provided in increments of ten (10) hours or equivalent to one full-day of work where the employee has been assigned to train. Assistance provided to employees does not entitle the employee to training pay.

Training pay will be noted on the employee's time card under "special pay" and may require a "Personnel Action Form" to be submitted, at the discretion of the City. The Supervisor/Manager of the department is responsible for approving the training pay for the Unit Employee. The Unit employee shall not be paid training pay unless authorized in advance to do so by the department head, or appropriate authorized manager/supervisor.

## **ARTICLE 10, ADDITIONAL PAYS**

To the extent permitted by Title 2 CCR Sections 571 and 571.1 any pays in this Article will be reported to CalPERS as special compensation.

### 10.1 Educational Incentive Pay

Unit members will be eligible to receive an additional five percent (5%) Educational Incentive Pay for a Master's Degree from a college or university recognized as accredited by either the Council for Higher Education Accreditation ("CHEA") or the U.S. Department of Education ("USDE").

### 10.2 Certification Pay

The City agrees to provide two and one half percent (2.5%) certification pay for the following:

Certification Pay	
Building Inspectors	Intl Code Council (ICC) Building Inspector
Code Compliance Officers	CACEO
Code Compliance Officers	Intl Code Council (ICC) Property Maintenance & Housing
Dispatcher Supervisor	Agency CLETS Coordinator – Maximum of one employee who is designated by City is entitled to this pay
Fleet Maintenance Technician III & IV	California Fire Mechanic
Parts Specialist II	Compressed National Gas (CNG)
Permit Center Technicians	Intl Code Council (ICC) related to position
Plans Examiners	Intl Code Council (ICC) related to position
Public Work Inspectors	American Construction Inspection Association (ACIA) related to position

### 10.3 Notary Pay

Unit employees selected at the City Manager's discretion who have obtained and maintained the California Public Notary Commission through the California Secretary of State shall be entitled to premium pay of an additional five percent (5%) over their regular base salary for their services. Any employees hired after City Council approval of this MOU (2018-21) shall receive one hundred dollars (\$100) per month for Notary Pay.

### 10.4 Bilingual Pay

Unit employees shall be entitled to premium pay of five percent (5%) over their regular base salary for their services as bilingual employees. In order to be eligible for such premium pay, an employee must pass an examination as determined by the City demonstrating fluency in reading and speaking the desired second language. The City Manager shall determine the language needs, as well as the number of employees eligible. Any employees hired after City Council approval of this MOU (2018-21) shall receive two hundred and fifty dollars (\$250) per month for any employees who become eligible for bilingual pay.

Sign language is included in the list of recognized languages.

**ARTICLE 11, SUPPLEMENTAL INDUSTRIAL DISABILITY COMPENSATION**

Union agrees that the City will pay the difference between benefits received from the Workers' Compensation Act and full pay (base pay) not to exceed 90 working days. When Supplemental City Industrial Disability Compensation (SCIDC) ends, the employee may make a request in writing to the Payroll Office for leave time to be used to supplement the difference between the benefits received under Workers' Compensation Act and their regular pay.

Per Personnel Rule 6.8.5, whenever an employee is disabled temporarily and is entitled to receive temporary disability indemnity benefit payments provided under the Workers' Compensation Act, the employee shall receive SCIDC sufficient to pay to the employee a combined total amount equal to regular base pay for the period of temporary disability, but not to exceed a total period of ninety (90) working days for any one injury or all combined injuries within one calendar year. If an employee in this situation goes on a vacation while receiving SCIDC, the employee must use vacation leave and SCIDC will stop during the vacation. The SCIDC will continue upon the employee's return from vacation.

**ARTICLE 12, UNIFORM ALLOWANCE**

City agrees to pay a monthly uniform allowance to each incumbent in the Unit job classifications listed below, in the amounts indicated, as a reimbursement for expenses incurred for acquisition and maintenance of uniforms as follows:

Uniform Allowance			
Animal Control Officer	\$85.00	Police Records Technician	\$85.00
Building Inspector	\$30.00	Police Services Officer	\$85.00
Code Compliance Officer	\$30.00	Airport Operations Specialist	\$30.00
Community Services Officer	\$85.00	Police Services Supervisor	\$85.00
Crime Scene Technician	\$30.00	Property Technician	\$30.00
Jail Transport Officers	\$85.00	Rangemaster	\$30.00
Plans Examiner II	\$30.00		

The City shall (each fiscal year) provide all Code Compliance Officers, Building Inspectors, and Plans Examiner II's with ten (10) shirts which shall constitute the required uniform during working hours.

**ARTICLE 13, TOOL REIMBURSEMENT**

Effective January 1, 2019, City agrees to reimburse employees for tools purchased to perform their job for employees in the Fleet Operations Division, the Facilities Maintenance Division, Maintenance Mechanics assigned to the Parks and Airport Maintenance Technicians. Employees must provide receipts for the purchased tools which must be related to the performance of their job. Employees in the Fleet Operations Division, the Facilities Maintenance Division, and Maintenance Mechanics assigned to the Parks may receive reimbursement up to fifteen hundred (\$1,500) per calendar year. Receipts for tool reimbursement must be submitted within the calendar year in which the tools are purchased. The reimbursement will be made through each employee's department accounts payable.

Notwithstanding the paragraph above, Airport Maintenance Technicians will receive reimbursement (upon submission of receipts) for tool allowance as follows: from the date of City Council approval of this MOU to June 30, 2019 - \$750; for fiscal year July 1, 2019 – June 30, 2020 - \$1,000; and starting the fiscal year beginning on July 1, 2020 – June 30, 2021 and thereafter, \$1,500.

**ARTICLE 14, MILEAGE REIMBURSEMENT**

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

## **BENEFITS**

### **ARTICLE 15, HEALTH AND WELFARE**

#### **15.1 Health Care Benefit – Medical, Dental and Vision**

The City contracts with the California Public Employees' Retirement System (CalPERS) for the provision of medical insurance in accordance with the provisions of the Public Employees' Medical and Hospital Care Act (PEHMCA) per California Government Code section 22750 et seq. The medical care benefit which will be provided through a cafeteria plan in accordance with IRS Code section 125 and will include dental insurance and vision insurance as has been provided in the past.

#### **15.2 City Health Care Benefit Contribution**

The parties have agreed to a maximum City contribution for Single Party, Two-Party, and Family coverage for the combined benefits of health, dental, and vision insurance as follows:

For 2018 the Health Care Benefit Amount will be as shown in the table below:

Category	Maximum Contribution
Unit Member Only	\$747/month
Unit Member + 1	\$1,474/month
Family	\$1985/month

The City will modify the employer contribution by a percentage (up to a maximum of five percent (5%)) for each benefit (medical, dental and vision) at each tier – single, two-party and family. Under no circumstances, can the City contribution received increase for each benefit by more than five percent (5%). For medical insurance the modification will be determined by evaluating the average of the modifications (increases or decreases) for all employee enrolled plans provided by CalPERS in the prior calendar year. Thus, if CalPERS adds a new Plan (or deletes a Plan so that it is not offered in the following year, or no one is enrolled) it will not be considered in the modification for medical insurance in the calendar year it is added or deleted. The amount provided by the City for medical insurance provided through CalPERS includes the CalPERS statutory minimum, which, for 2018, is \$133 and for subsequent years is still undetermined.

For dental and vision insurance, the modification will be determined in the same manner as the medical plans by the modification (increase or decrease) to the currently provided dental and vision insurance. The amounts for dental and vision insurance cannot increase by more than five percent (5%) for each regardless of whether these benefits increase in cost by more than five percent (5%). For dental and vision Insurance, the plans may change during the term of the MOU, but the benefits will be equivalent if they do.

#### **15.2.1 Employees Who Opt Out of the Health Care Benefit Contribution Or Who Choose a Plan Which Does Not Require The City To Make the Maximum Contribution**

Employees who choose to opt out of receiving the Health Care Benefit Contribution (i.e., receiving any portion of the total City contribution for any of the three benefits – Medical, Dental and Vision) shall receive one hundred and fifty dollars (\$150) (as taxable wages) per pay period

(24 pay periods per year). 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).

In the event an employee selects a health, dental and/or vision plan which in total does not require the City to make a maximum total contribution, the employee shall receive the remainder of the City total contribution (up to the maximum of \$100 (as taxable wages) per pay period). In no event shall a positive balance exceed \$100 per pay period or two hundred dollars per month (24 pay periods per year).

#### 15.2.2 Domestic Partner Coverage

The City will follow the CalPERS domestic partner requirements. Domestic partners will only be eligible for coverage as a dependent on the unit member’s health insurance if the employee and their domestic partner officially registered their domestic partnership with the State of California in accordance with California Family Code section 297 *et seq.*

#### 15.3 Life Insurance and Accidental Death and Dismemberment Insurance

The City agrees to provide term life insurance coverage of Fifty Thousand Dollars (\$50,000) for each represented employee in the Unit. The City also agrees to provide Fifty Thousand Dollars \$50,000 accidental death and dismemberment (AD&D) coverage for each represented employee in the Unit.

#### 15.4 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. There is a fourteen (14) day waiting period for the benefit.

#### 15.5 Long Term Disability

The City agrees to provide long term disability insurance coverage through any carrier of its choice as long as coverage remains the same or greater. If the City changes carriers it will let the Union know and the Union has the right to negotiate over any identified effects of the decision.

### **ARTICLE 16, HEALTH INSURANCE FOR RETIREES**

#### 16.1 Retiree Health Insurance Benefits

Retiree medical insurance is provided through CalPERS pursuant to PEMHCA.

Since the City had (prior to 2015) two tiers (including two levels within Tier I) for the provision of retiree medical insurance, and the parties desire to maintain these tiers and levels the provision of retiree medical insurance is provided by providing all covered employees and retired annuitants (i.e., retirees under PEMHCA) an equal benefit (the CalPERS statutory minimum). In addition, for employees, (as addressed above in Article 15) the provision of additional money for medical insurance is provided through a cafeteria plan, which the parties have called the “Health Care Benefit Plan.” For retirees, to address the previously provided tiers and levels, in addition to the CalPERS statutory minimum, additional money for retiree medical insurance will be

provided pursuant to a Health Reimbursement Account (HRA) which has been established by the City through a third party vendor who administers the Account. The benefits provided by the HRA are as follows:

- A. Tier I – Level 1 – Retirees Who Retired After July 1, 1999 Who Were First Employed Before December 7, 2005 And Who Have At Least 25 Years Of Continuous Service With the City:

These individuals will receive a dollar amount through the HRA which will equal the City's contribution for medical insurance up to two-party coverage (i.e., a single party will only be provided single party coverage) as described above under the provision of retiree medical insurance (i.e., the employee's maximum benefit is tied to the plan chosen by the employee at the time the employee leaves active service unless the employee chooses a less costly plan in retirement and then it is tied to that plan because the employee cannot be reimbursed for more than 100% of the cost of the plan) for employees minus the particular calendar year's CalPERS statutory minimum amount. If an employee chooses a more costly plan as a retiree, they will have additional out-of-pocket medical expenses.

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.

- B. Tier I – Level 2 – Retirees Who Retired After July 1, 1999 Who Were First Employed Before December 7, 2005 And Who Have At Least 20 Years Of Continuous Service With the City:

These individuals will receive a dollar amount through the HRA which will equal seventy-five percent (75%) of the City's contribution for medical insurance up to two-party coverage (i.e., a single party will only be provided single party coverage) as described above under the provision of retiree medical insurance (i.e., the employee's maximum benefit is tied to the plan at the time the employee leaves active service unless the employee chooses a less costly plan in retirement and then it is tied to that plan because the employee cannot be reimbursed for more than 100% of the cost of the plan) for employees minus the particular calendar year's CalPERS statutory minimum amount. If an employee chooses a more costly plan as a retiree, they will have additional out-of-pocket medical expenses.

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.

#### 1. 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.

- C. Tier II – Retirees Who Retired After July 1, 1999 Who Were First Employed Before December 7, 2005 And Who Have Less than 20 Years Of Continuous Service With the City As Well As Any Retiree Who Was First Hired on December 7, 2005 Or Later:

These individuals will not receive any additional contribution through the HRA. They will receive the CalPERS statutory minimum amount.

- D. Tier II – Employees Who Was First Hired on December 7, 2005 Or Later:

In addition to being provided the CalPERS statutory minimum for retiree medical insurance once retiring, these individuals, while employed, will receive fifty dollars (\$50.00) per month (this amount is increased to \$100 effective at the beginning of the first day of the month following City Council approval of this MOU) placed into a retiree health savings (RHS) account by the City. The City will pay the administrative costs of this account.

All Retirees 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 17, RETIREMENT**

### 17.1 Retirement Plan Retirement Formula

Unit members (and not “new members as defined by the Public Employees’ Pension Reform Act of 2013 - PEPRRA) 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 - PEPRRA) 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 PEPRRA, are covered by the 2% @ 62 formula provided for by the PEPRRA 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 PEPRRA per Government Code section 7522.32(a).

### 17.2 Employee Contributions to the Retirement System

- A. Employees subject to the 2.7% @ 55 Formula:

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

- B. Employees subject to the 2% @ 60 Formula:

Employees subject to this formula pay the entire seven percent (7%) of compensation earnable towards the required CalPERS member contribution.

C. 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.

### 17.3 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.

### 17.4 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
- E. Military Reallocation Credit - Government Code section 21024
- F. Final Compensation Period One Year - Government Code section 20042 for classic members
- G. 2% Cost of Living Allowance - Government Code section 21329
- H. Prior Service - Government Code section 20055

## **ARTICLE 18, EDUCATIONAL REIMBURSEMENT**

No Unit employee 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 19, SAFETY SHOES**

The City shall provide safety shoes (with a reimbursement up to \$150.00 (plus sales tax) per pair of shoes) to those positions that meet the general industry standard – (the current ATSM Standard) to those positions necessitating safety footwear protection. Unit members are to wear these safety shoes at all times while performing usual and customary duties and failure to do so shall subject employees to potential disciplinary action. To receive the reimbursement, employees must demonstrate to their supervisor that the shoes they wish to replace need to be replaced. Typically, reimbursements are provided once per year, additional requests for reimbursements must be approved by the department head or designee.

## **WORK HOURS/LEAVE**

### **ARTICLE 20, HOURS OF WORK, NORMAL WORK WEEK, AND SHIFT DIFFERENTIAL**

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. City Hall will remain closed on Fridays. Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24 hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA,

#### **20.1 Work Week**

The normal work week for full-time employees is forty (40) hours during the seven (7) day FLSA workweek starting 12:01 a.m. Sunday and ending 12:00 midnight of the following Saturday.

#### **20.2 Shift Differential Pay**

All employees regularly scheduled to work a shift which begins after 8:00 p.m. or prior to 5:00 a.m. will receive an additional 5% as shift differential pay. Shift differential applies when an employee covers for an employee on a scheduled shift which begins after 8:00 p.m. or prior to 5:00 a.m.

#### **20.3 Airport Minimum Staffing**

For all shifts at the airport there must be two Operations Specialists on duty at all times. The approval of advanced requests for leave will take into consideration this minimum staffing agreement. While requests to use accrued leaves will be accommodated to grant them when the employee wants to use leave, this minimum staffing agreement must be satisfied to ensure the safety of the airport.

### **ARTICLE 21, ATTENDANCE AND LEAVE**

#### **21.1 General Leave Definition**

General leave is any approved absence with pay from regularly scheduled work for any purpose. For employees in the Unit, general leave shall substitute for either annual leave or sick leave as covered under Personnel Rule 6 as amended herein.

#### **21.2 General Leave for Recalled (Re-employed) and Reinstated Unit Employees**

Notwithstanding other provisions of these rules, for general leave purposes only, eligible recalled (re-employed) and reinstated Unit employees shall receive service credit for the most recent leave commencing with the effective date of such reinstatement or reemployment at the current accrual rate applicable to the service credit they received.

#### **21.3 General Leave General Provisions**

General leave must be approved by the department head. For purposes of computing general leave usage regularly assigned days off shall not be counted as "working days". General leave

shall be paid at the member's straight time hourly rate of pay in effect during the leave program. Except as allowed by law for sick leave, (see California Labor Code section 246) employees shall not be eligible to use general leave until after the successful completion of the initial probationary period. For dispatchers, who have a twelve month probationary period, (except as allowed by law for sick leave) they shall not be eligible to use General Leave until the completion of 6 months.

#### 21.4 Maximum Accrual and Minimum Use

General leave shall accrue to the credit of an eligible Unit employee up to, but not to exceed, a maximum accrual of four hundred forty (440) hours. City will expedite leave requests submitted by Unit employees who are at maximum accrual. Department heads are responsible for planning work schedules to allow each Unit employee to take at least forty (40) consecutive hours of General Leave each calendar year if they request. Approval of general leave shall not be unreasonably withheld.

#### 21.5 Accrual Rates

General leave shall accrue and vest on the basis of the following schedule:

Years Of Service	Hours Accrued & Vested For Each Full Month Worked
0 through 3	12
4 through 7	14
8 through 10	16
11 through 14	18
15 through 17	20
18 and over	20.67

#### 21.6 Notification of Supervisor

Employees are responsible for notifying their supervisor as early as possible prior to the start of a shift of any unplanned or non pre-approved absence or tardiness. Such notification must be provided directly to the supervisor or department designee. A text message or email will be sufficient notification if the department approves that method of communication for use of unplanned or non pre-approved absence or tardiness. In order to receive compensation while absent on general leave, the employee must comply with the notification requirements of that department and complete a leave request form upon return to work.

#### 21.7 General Leave Cash-In

Until December 31, 2019, unit employees shall have the option of converting hours of accrued and vested general leave into cash on the last pay day in July and on the first pay day of December of each year. Employees must advise payroll staff of their desire to convert accrued and vested general leave to cash three weeks prior to these pay days.

Effective for calendar year 2020 and every year thereafter: By December 15 (the first year being 2019) 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 to 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 a 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.

#### 21.8 Disposition of Accrued and Vested Leave upon Termination

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

### **ARTICLE 22, HOLIDAYS**

Effective March 1, 2019, all employees shall be entitled to the holiday benefits in this Article. On that date, the Personnel Rules provision on "Payment in Lieu of Holidays" does not apply to any employees covered by this MOU.

#### 22.1 Holidays While on General Leave

All full time employees shall receive one hundred ten (110) hours of regular holiday time and ten (10) hours of floating holiday time annually.

If a recognized holiday for which the employee is eligible falls within an approved leave, the Unit employee shall be paid for that day as a holiday and the accrual for general leave shall not be debited for that day.

#### 22.2 President's Day Holiday and 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 floating holidays as follows:

- A. Each year on January 1 one floating holiday is earned and will accrue a floating holiday (based on the number of hours they are assigned relative to a full-time equivalent assignment).
- B. For employees who follow the holiday schedule entitled "observed" (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 1.0 allocated FTE. For employees who follow the holiday schedule entitled "calendar", they will continue to receive the holiday on the actual date of the holiday. All Unit employees following the "calendar" schedule will be given the option of placing the holiday into either their floating holiday bank, general leave bank, or choose to receive straight-time pay for that holiday in addition to their over-time paid for the holiday if they have worked it.

Employees can accrue up to 50 hours in the floating holiday bank. If an employee has 50 hours of floating holiday leave earned they will not earn additional floating holiday leave until their bank is reduced below 50 hours. Floating holiday leave has no cash value and cannot be cashed out. If it is not used, no further floating holiday will accrue until the employee uses floating holiday leave, thus reducing his/her floating holiday leave bank below 50 hours. If an employee uses floating holiday leave and takes their bank below 50 hours and then accrues a floating holiday which would put them above 50 hours if the entire holiday accrued, they will accrue those number of hours in the bank to bring the bank up to 50 hours. Employees must request to use the floating holiday just like they would request to use general leave. Approval of floating holiday time off shall not be unreasonably withheld.

## **ARTICLE 23, BEREAVEMENT LEAVE**

Unit members shall be granted three (3) scheduled work days in the event of a death in the "immediate family" of an employee, regardless of travel requirements.

### 23.1 Immediate Family

For purposes of this rule, immediate family shall be defined as any relative by blood or marriage who is a member of the Unit employee's household, domestic partner or any parent, grandparent, step-parent, spouse, child, step-child, grandchild, sibling, of the employee, or any parent, grandparent, step-parent of the employee's spouse regardless of residence.

## **EMPLOYER/EMPLOYEE RELATIONS**

### **ARTICLE 24, REASONABLE DRESS POLICIES**

The Union agrees that is in both the City's and employees' best interest that employees are dressed professionally for the particular work they perform. The Union agrees that Department Heads can develop reasonable professional dress standards which may include a uniform for each of their departments. However, before any dress policies may be implemented, the City agrees that it will provide the proposed policy to the Union for its review and input.

#### **24.1 Police Department Beards & Uniform Policies**

All Unit employees working in the Police Department who wear a uniform or receive a uniform allowance cannot wear a beard. Wearing a beard shall subject these employees to potential disciplinary action.

The Union further agrees that the Uniform Regulations, Specification Section, of the Police Department Manual shall apply to Unit members to extent that provisions do not conflict with this MOU or the City's personnel rules.

### **ARTICLE 25, CELLULAR PHONE POLICY**

Union approves institution of Cellular Phone Acquisition and Usage Policy. Any updates to this policy will be provided to the Union for its consideration and approval.

### **ARTICLE 26, COMMERCIAL LICENSE REQUIREMENT**

Certain positions as identified in the job descriptions for Unit members shall require possession of a commercial driver's license with a P endorsement. For incumbent employees, they shall have six (6) months to obtain the required endorsement. Failure to obtain the required endorsement shall subject the employee to disciplinary action.

### **ARTICLE 27, CHANGE OF PAY PERIOD ENDING DATE**

In the event that all units agree to a change in the pay periods Union agrees to said change, as long as there is no loss of pay due to a changeover. Union also agrees that should the City advance any pay, the said amount of advance will be deducted from the employee's last paycheck.

### **ARTICLE 28, UNION RIGHTS AND RESPONSIBILITIES**

#### **A. Union Stewards**

The City will provide a bank of one hundred twenty (120) hours per year to be allocated by Union among the stewards on the Union's ' Board of Stewards to carry out stewards' functions under this MOU. A steward who intends to use any part of the hours bank shall obtain the prior permission of the supervisor and such permission shall not be unreasonably withheld. The individual steward shall be personally responsible for notifying the City's Human Resources Department of the use of such hours. 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. The Union agrees that it will provide a statement at the City's request at least twice a year regarding the use of such time. The statement will be provided within one calendar week of the request.

#### B. Voluntary Cope Contributions

Union members may voluntarily authorize recurrent contributions to the Union's Committee on Political Education (COPE) by completing and submitting the deduction information on a form furnished by the Union. The City will have the contribution deducted from the employee's paycheck and forward the contribution to the Union.

#### C. Union Release Time

In addition to the bank of Stewards hours delineated in Article 28(A) above, the City agrees to provide paid release time to the Union in the event an employee of the City of Palm Springs is elected to the Union's Executive Board. The Union shall fully reimburse the City for the costs of the employee and the Union will provide as much advanced notice of meetings and events as practicable. Typically, the responsibilities include at least one monthly meeting during working hours. The City retains the discretion to deny this leave for operational reasons and a denial shall not be grievable. Granting of such leave will not be unreasonably denied.

#### D. Union Informational Bulletin Boards

1. Space shall be provided on City bulletin boards at their present locations for Union posting of notices and bulletins of the following types:
  - a. Notices of Union recreational, social affairs, and related Union business news;
  - b. Notices of Union elections and such pertinent campaign material as is appropriate under Union policy;
  - c. Notices of Union appointments and results of Union elections;
  - d. Notices of Union meetings;
  - e. Union constitution, by-laws, and proposed amendments thereto; and
  - f. Such other notices as may be mutually agreed upon by the Union and the Director of Human Resources.
2. The City will provide either space on existing bulletin boards or will provide space to put up a bulletin in the following facilities: the Airport, City Hall, Demuth Community Center, James O. Jessie Desert Highland Unity Center; Leisure Center, Library, Police Department, and City Yard which will be clearly marked as space available for SEIU, Local 721 or up to a 4 foot by 4 foot board in the area of the existing boards. The location and size will be mutually agreed upon by the department head and the Union.

3. The material posted on a bulletin board is neither official City business nor endorsed by the City and must not contain anything that would identify it as such. The Union shall not knowingly post any false or misleading statement. In addition, no obscene or personal attacks on City management or other persons shall be placed on any bulletin board. In the event such material is posted, the City representative will so inform the Union representative, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.

## **ARTICLE 29, QUARTERLY MEETINGS**

Employees in the unit may attend up to four Union meetings per fiscal year (once a quarter) from 11:30 a.m.-1:30 p.m. which shall include their lunch period. Employees are required to inform their supervisors of such meetings in advance. Supervisors have discretion to deny attendance to ensure that work locations are adequately covered if necessary. However, that discretion will be exercised reasonably.

## **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 without legitimate cause.
- 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 "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) working 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.

### 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 supervisory 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) working 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) working 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) working 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) working 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) working 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) working 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, a hearing officer shall hear the appeal.
2. The City and the employee or their 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 their findings, conclusions, and recommendations to the City Council.

### **B. Hearings**

1. The hearing shall commence no more than ninety (90) days from the date of the filing of the appeal 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 him/her to testify; and to rebut the evidence against him/her. If the employee appealing the discipline does not testify on her/his 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 paid for by the City. However, if the employee wants to order a transcript it will be at their cost. The cost of the hearing officer will be paid for by the City.
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. They shall base their 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 they believe 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 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 their discipline of its decision regarding the appeal within thirty (30) days of the receipt of the hearing officer's report. However, the City Council may extend the time to issue its decision beyond the thirty (30) 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) 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 their representative and the representative for the City.

## **ARTICLE 32, NO STRIKES, WORK STOPPAGES OR LOCKOUTS**

In consideration of the mutual desire of the parties to promote and ensure harmonious relations, the City agrees that there shall be no lockout or the equivalent of members of the Union, and the Union and its members agree that there shall be no strike or other concerted action resulting in the withholding of service by the members during the term of this MOU. In the event of a work action by its members, the Union shall direct its members to return to work. It is mutually understood and agreed that the City has the absolute right to impose discipline and, in that regard, shall have the right to take disciplinary action, including discharge, against any employee who participates in any manner in any strike or slowdown, withholding of services, picketing in support of a strike or other concerted action while scheduled to work.

The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout. If the City does not have work for an employee due to the nature of the job (e.g., Cogen employees and those who work at the pool when the pool is closed) such employees will be assigned to perform other tasks within their abilities and they must perform the assigned work to be paid.

The provisions of this subsection shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

## **ARTICLE 33, CONTINUANCE OF MEMBERSHIP**

All Unit employees who are members of Union shall continue and maintain their membership in Union for the duration of this MOU, except that any employee who is or becomes a member of Union may, during the period of June 16 through June 30, 2018, withdraw their membership in Union by notifying the City and Union in writing of such withdrawal and that after such withdrawal said employee will no longer be required to remain a member of Union.

Union agrees to enforce this provision and to indemnify, defend, and hold the City of Palm Springs, its officer, and MERR harmless from any claims, demands, expenses, losses, liabilities, and/or damages arising from the operation of this Section. Provided further, however, that the City reserves the right to file suit in the Superior Court of the State of California for Riverside County for the purpose of seeking declaratory relief as to whether or not this Section is legal and valid under the laws of the State of California, and if said Section is declared invalid or unlawful, it shall be of no force nor effect.

## **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".

Union, City, and Unit members recognize that their future is dependent on the physical and psychological well-being of all employees. Union, 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 their 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 their 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 thirty (30) minutes 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. 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 their 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 their 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".