



City Council Staff Report

DATE: September 5, 2012 Consent

SUBJECT: MEMORANDUM OF UNDERSTANDING – PALM SPRINGS
MANAGEMENT ASSOCIATION OF PALM SPRINGS

FROM: David H. Ready, City Manager

BY: Human Resources

SUMMARY

The City has reached a tentative agreement with the Management Association of Palm Springs. The City Council will consider adopting a Resolution approving a contract or Memorandum of Understanding between the City and the Management Association of Palm Springs.

RECOMMENDATION:

1. Adopt Resolution No. , "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA APPROVING A MEMORANDUM OF UNDERSTANDING RELATIVE TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE MANAGEMENT ASSOCIATION OF PALM SPRINGS, FOR THE PERIOD JULY 1, 2012 THROUGH JUNE 30, 2014, SUBJECT TO UNIT'S RATIFICATION AND EXECUTING THE MEMORANDUM OF UNDERSTANDING.
2. Authorize the City Manager to execute the Memorandum of Understanding in a form acceptable to the City Attorney.

STAFF ANALYSIS:

The City, through its Municipal Employee Relations Representative (MERR), and representatives of the Management Association of Palm Springs have met and conferred in good faith with the Municipal.

Employee Relations Representative (MERR) and have reached a agreement on the terms and conditions of Memorandum of Understanding (MOU) governing employees of the City of Palm Springs within the Management Association of Palm Springs for the period July 1, 2012 through June 30, 2014.

ITEM NO. 2.L.

This agreement was reached through negotiations, subject to ratification by the Management Association of Palm Springs and City Council.

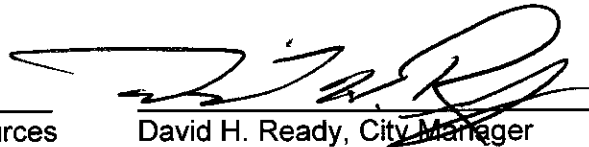
The Management Association of Palm Springs and the MERR jointly recommend adoption of such MOU by the City Council.

FISCAL IMPACT

The Memorandum of Understanding with the Management Association of Palm Springs will provide for future savings with tiered retirement programs and reduced medical liability.



Perry Madison, Director of Human Resources



David H. Ready, City Manager

Attachments: Resolution
Memorandum of Understanding

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS APPROVING A MEMORANDUM OF UNDERSTANDING RELATIVE TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE MANAGEMENT ASSOCIATION OF PALM SPRINGS FOR THE PERIOD JULY 1, 2012 THROUGH JUNE 30, 2014, SUBJECT TO UNIT'S RATIFICATION AND EXECUTING THE MEMORANDUM OF UNDERSTANDING.

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

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

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

WHEREAS, MAPS and the MERR jointly recommend adoption of such MOU's by the City Council;

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

SECTION 1. That the Memorandum of Understanding between MAPS and MERR, for the period July 1, 2012 through June 30, 2014, on file with the City Clerk and incorporated herein by this reference, is hereby approved upon ratification and execution of said Memorandum of Understanding in a form approved by the City Attorney.

ADOPTED THIS 5TH DAY OF SEPTEMBER, 2012

David H. Ready, City Manager

ATTEST:

James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. _____ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on this 5th day of September, 2012, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Thompson, City Clerk
City of Palm Springs, California

MANAGEMENT ASSOCIATION OF PALM SPRINGS (MAPS)



MEMORANDUM OF UNDERSTANDING

JULY 1, 2012 – JUNE 30, 2014

**Management Association of Palm Springs (MAPS)
Memorandum of Understanding
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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, 2012 – JUNE 30, 2014**

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").

MAPS AND MERR agree as follows:

1. This MOU constitutes a joint recommendation by MAPS and the MERR, to be submitted to the City Council of the City of Palm Springs for its determination and approval by one or more resolutions, as the City Council may deem fit and proper.
2. This MOU recommended to the City Council shall be for the period commencing July 1, 2012, and terminating at midnight, June 30, 2014.
3. Negotiations for the 2014-2015 fiscal year can be initiated by either MAPS or the MERR. The request to initiate negotiations can be in the form of a letter. Requests must be received no later than March 15, 2014.

4. MEETINGS

4.1.1

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

4.2

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.

5. PAYROLL DEDUCTION- ASSOCIATION MEMBERSHIP

5.1

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.

5.2

Employees eligible for membership in MAPS are required to pay the reasonable cost of employee representation. It is agreed that this amount will be 75% of Association membership dues. The City of Palm Springs is not required to collect Agency Shop Dues.

6. 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.

7. 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.

8. STRIKES AND WORK STOPPAGES

8.1 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 unlawful 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.

8.2 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 8.1 and return to work.

9. 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.

10. EDUCATIONAL REIMBURSEMENT

No Unit member shall receive more than \$1,500/fiscal year through the Educational Reimbursement Program.

11. INSURANCE

11.1 Cafeteria Plan

City agrees to continue to enroll with and subscribe to the Public Employees' Retirement Health Care Plan pursuant to the Public Employees' Medical and Hospital 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:

- 1) Dental Insurance as addressed below in Section 11.3; and
- 2) Vision Insurance as addressed below in Section 11.5 with a \$20 co-pay;

The City will pay the PERS statutory minimum to comply with the Public Employees' Hospital and Medical Care Act on behalf of all employees and retirees (\$112 for 2012, \$115 for 2013 and a yet undetermined amount for beyond 2013). 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, 2012, are:

Unit Member Only	\$ 593/month
Unit Member + 1	\$ 1,158/month
Family	\$ 1,568/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.

Effective July 1, 2012, and during the 2013 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 ten percent (10%), the amount of the excess shall be paid by unit members through a payroll deduction.

Effective January 1, 2014, 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 11.1) 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 \$122.00 per pay period). In no event shall a positive balance exceed \$122.00 per pay period (24 pay periods per year).

11.2 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.

Unit members who elect not to participate in the Plan beyond the City minimum monthly contribution will be reimbursed the sum of \$122.00 per pay period (24 pay periods per year).

11.3 Dental Benefits

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

11.4 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.

11.5 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.

11.6 Domestic Partner Coverage

Legislation passed allowing domestic partners to 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.

11.7 Short Term Disability

Unit members will be permitted to make premium payments through payroll deductions in order to maintain a Short Term Disability insurance coverage plan, with no city contribution to the premium. Participation in the plan is mandatory.

11.8 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.

12. 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 as may be required by *CalPERS* for the particular calendar year. .

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:

A. After 20 years of continuous service, a management, professional or confidential 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 his/her health insurance coverage.

B. After 25 years of continuous service, a management, professional or confidential 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 his/her 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.

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.

Tier II – Effective 9/7/2005:

For all new employees *initially* hired by the City after September 7, 2005, there will be no City contribution for retiree health benefits (other than the CalPERS statutory minimum amount (\$112 in 2012, \$115 in 2013 and a undetermined amount for 2014). The City will, for these employees, make a \$50.00 per month contribution to an employee Retiree Health Savings Plan and the associated fixed dollar cost of administration.

13. RETIREMENT

13.1 PERS Contributions

Except as provided below, the City will continue to contract with PERS for the 2.7% @ 55 Formula at no additional cost to the employee.

Effective July 1, 2012, or as soon thereafter as the City can amend its contract with CalPERS, new employees hired by the City will be hired with the 2 % @ 60 retirement formula.

Effective July 1, 2012, or as soon thereafter as the City can amend its contract with CalPERS, the City shall amend its contract with CalPERS to provide for the three year average final compensation per Government code 20037 for employees hired after the effective date of the contract amendment.

13.2 PERS Conversion

City agrees that, pursuant to Government Code Section 20636(c)(4) the Employer-Paid Member Contribution (EPMC) will be paid by the City and reported to PERS as compensation earnable for all members of Unit.

Effective as soon as the City Council adopts a resolution modifying the provision of employer paid member contribution subsequent to July 1, 2012, newly hired employees to the unit shall pay the employee contribution to CalPERS. That contribution will be eight percent (8%) if hired per the 2.7% @ 55 formula and seven percent (7%) for those employees hired after the date the City amends its contract with CalPERS for the 2% @ 60 benefit described above in Section 13.1, These employees shall pay their employer paid member contribution for five years unless otherwise changed by the parties. After five years of employment with the City, these employees will have their member contribution paid by the City and reported to CalPERS as compensation earnable.

14. DISPOSITION OF LEAVE AND PAY UPON SEPARATION

14.1

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.

14.2

In the event a member resigns or retires, City and Unit agree that members 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.

15. EDUCATION INCENTIVE PAY

15.1

Unit members will be eligible to receive an additional 5% 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 State or Federal certificates that require Continuing Education Hours.

15.2

Unit members designated by the City Manager may be eligible to receive an additional 5% 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. The City Manager will designate a Notary in the Building Department.

15.3

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 and speaking the desired second language.

Per this article, unit members may only receive one of the following certification premiums of five percent (5%): Master's Degree, professional certification, notary certification or bilingual certification.

16. SALARIES

Effective January 1, 2014 - employees shall receive a 3% salary increase.

17. 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 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.

18. 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.

19. UNIFORM ALLOWANCE

City agrees to continue to pay a monthly uniform allowance of \$125.00 to the Emergency Services Coordinator and \$135.00 to the Animal Control Supervisor, as a reimbursement for expenses incurred for acquisition and maintenance of uniforms.

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 in Group II.

20.3 Annual Leave Cash-In

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.

20.4 Eligible To Use

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

20.5 Accrual Rates for Employees Hired Before July 5, 1981

Unit members hired before July 5, 1981 shall accrue and vest 24.67 hours of annual leave on a monthly basis.

20.6 Accrual Rates for Unit Members Hired After July 5, 1981

Professional and Management Unit members hired on or after July 5, 1981 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

20.7 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.

21. DRUG POLICY/DRUG SCREENING

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.

21.1

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

21.2

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 his/her job safely is reduced.

21.3

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 his/her 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 Professional and Management member who refuses to submit to a substance screening may be considered insubordinate and shall be subject to disciplinary action up to and including termination.

21.4

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.

21.5

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 he or she so chooses, a positive test result.

21.6

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 his/her 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.

21.7

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 his/her 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 a rehabilitation and/or counseling program and other terms and conditions in a "Last Chance Agreement".

22. ACTING OUT OF CLASSIFICATION

Effective July 1, 2012, on the second (2) consecutive day that a Unit member is required to perform duties out of his/her designated 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 second (2) consecutive day such member shall be acting out of class and continuing thereafter until such member ceases performing acting out of class duties.

23. OVERTIME

City agrees that if a Unit member is asked to work more than 40 hours in a week, he/she is eligible to receive overtime or comp time. If the employee accrues comp time, all requests for time off will be honored in a timely manner. 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.

23.1 Comp Time

The maximum Compensatory Time accumulation is one hundred (100) hours.

23.2 Standby Pay

Effective July 1, 2012, 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.

24. EMPLOYEE SERVICE AWARDS

The Service Awards program will be continued for Unit members.

25. ASSOCIATION TIME BANK

Unit members shall be permitted voluntarily to donate leave time to a MAPS Time Bank. The Time Bank shall contain a maximum of forty (40) hours available to officers of MAPS to conduct Association business. Request for use of banked hours shall require a request from the President of MAPS on M.A.P.S. letterhead authorizing use of Banked Time.

26. COMPRESSION

City agrees that internal relationships shall be maintained to prevent salary compression between members of the General Unit and MAPS members.

27. CHANGE OF PAY PERIOD

In the event that all units agree to a change in the pay periods during the term of this MOU, MAPS agrees to said change, as long as there is no loss of pay due to a change-over. The parties agree that should the City advance any pay, the said amount of advance will be deducted from member’s last paycheck.

28. SALARY ADVANCEMENT ELIGIBILITY

Personnel Rule 5.9.2.1 is modified to the extent that MAPS unit members shall be eligible for step increases if they have at least a "meets expectation" or higher service rating.

29. 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 (24 hours) in the event of a death in the "immediate family" of an employee regardless of travel. Effective on June 23, 2012, once the 4/10 work schedule becomes effective, employees may still be granted up to three (3) scheduled work days for bereavement leave.

30. 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, 2014.

31. FURLOUGHS/WORK SCHEDULE

The current ten percent (10%) furloughs shall continue into Fiscal Year 12-13 and shall end on the last day of the last payroll period in June 2013 (which the parties believe will be June 22, 2013). Effective on the Sunday after furloughs end (which the parties believe will be June 23, 2013), 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. After furloughs have expired, 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 after furloughs end and employees move to a 4/10 work schedule, City Hall will remain closed on Fridays

32. FLOATING HOLIDAYS

Unit members have one floating holiday per calendar year to use by December 31 of the calendar year in which it applies. This floating holiday does not accrue and cannot be cashed out. In 2012, if it is not used, it is lost. 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.

32.1 Friday Observed Holidays (and Floating Holiday) After Furloughs End:

Effective June 23, 2013, 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 Years 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 number of hours they are assigned relative to a full-time equivalent assignment – i.e., a full time employee will accrue 10 hours, a 30 hour per week employee will accrue 7.5 hours) for the day. 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.

Effective June 23, 2013, these holidays, including the one floating holiday earned each January as described in Section 32.1 may accrue up to 50 hours. If an employee has 50 hours of floating holiday leave earned he/she will not earn additional floating holiday leave until his/her bank is reduced below 50 hours.

MANAGEMENT ASSOCIATION OF PALM SPRINGS REPRESENTATIVE

Date: August 14, 2012

By: Rick Mozzillo
MAPS President

[Signature]
Signature

MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE

Date: _____

By: _____
City Manager

By: _____
Director of Human Resources

Attest:

By: _____
City Clerk

Council Approval:

Approved to form:

By: _____
City Attorney