

SEIU Local 721
City of Palm Springs
Memorandum of Understanding

**July 1, 2014,
through
June 30, 2018**



SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF PALM SPRINGS

AND

PALM SPRINGS CHAPTER OF THE

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL, 721

This Side Letter of Agreement ("Agreement") between the City of Palm Springs ("City") and the Palm Springs chapter of the Service Employees International Union (SEIU) Local 721 (Union) (collectively "Parties") is entered into with respect to the following:

WHEREAS, in the parties' recently negotiated Memorandum of Understanding, Article 7.1 was added to address overtime for Operations Specialists at the Palm Springs International Airport. The parties agree that the changes intended by the addition of this Article have not had their intended impact and wish to delete this Article and replace it by a new Article 7.1 which essentially provides for what was previously agreed to by the parties but not memorialized in their MOU.

WHEREAS, the following sets forth the parties' Agreement:

7.1 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 he/she is 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:

1. 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

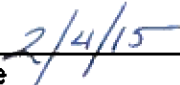
phone calls to the off-duty Operations Specialists in the order of the greatest seniority to determine if they are able to work.

2. Additionally, supervisors may work this shift to ensure that adequate coverage for the shift is provided.
3. 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

FOR THE CITY OF PALM SPRINGS




Perry Madison



Date



Peter Brown

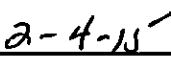


Date

**FOR THE PALM SPRINGS CHAPTER OF THE SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU) LOCAL, 721**




Bill Notte



Date



Eloy Alvarez



Date

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF PALM SPRINGS

AND

PALM SPRINGS CHAPTER OF THE

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL, 721

This Side Letter of Agreement ("Agreement") between the City of Palm Springs ("City") and the Palm Springs chapter of the Service Employees International Union (SEIU) Local 721 (Union) (collectively "Parties") is entered into with respect to the following:

WHEREAS, in the parties' recently negotiated Memorandum of Understanding, Article 7.1 was added to address overtime for Operations Specialists at the Palm Springs International Airport. The parties agree that the changes intended by the addition of this Article have not had their intended impact and wish to delete this Article and replace it by a new Article 7.1 which essentially provides for what was previously agreed to by the parties but not memorialized in their MOU.

WHEREAS, the following sets forth the parties' Agreement:

7.1 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 he/she is 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:

1. 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.


2. Additionally, supervisors may work this shift to ensure that adequate coverage for the shift is provided.
3. 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

FOR THE CITY OF PALM SPRINGS



Perry Madison

Date 2/4/15



Peter Brown


Date 2/6/15

**FOR THE PALM SPRINGS CHAPTER OF THE SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU) LOCAL, 721**



Bill Notte

Date 2-4-15



Eloy Alvarez

Date 2-6-15

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF PALM SPRINGS

AND

PALM SPRINGS CHAPTER OF THE

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL, 721

This Side Letter of Agreement ("Agreement") between the City of Palm Springs ("City") and the Palm Springs chapter of the Service Employees International Union (SEIU) Local 721 (Union) (collectively "Parties") is entered into with respect to the following:

WHEREAS, the City has a desire to subcontract landscape maintenance services on the outside of the terminal at Palm Springs International Airport which are currently provided by employees in the classification of Maintenance Worker I in the SEIU bargaining unit; and

WHEREAS, the following sets forth the parties' Agreement:

- 1) The parties agree that the City can subcontract the landscape maintenance work on the outside of the terminal at the Palm Springs International Airport currently provided by employees in the bargaining unit classification of Maintenance Worker I. The parties acknowledge that the City will move forward with the RFP process to hire a contractor to perform this work and that if a contractor is chosen and its employees are capable of assuming the work, the employees of the contractor will do so. Bargaining unit members may still work outside the terminal as needed.
- 2) The City agrees that its decision to contract out for the landscape maintenance work on the outside of the terminal at the Palm Springs International Airport will not cause any employees to lose their jobs or be subject to layoff. To the contrary, the City has advised the Union that the employees will continue to perform all of the other duties in the job description for Maintenance Worker I, including, but not limited to the landscape maintenance work performed on the inside of the terminal at the Airport and as needed on the outside of the terminal. To that end, if the City hires a contractor to perform the landscape maintenance work on the outside of the terminal at the Palm Springs International Airport, the City agrees that no employee in the classification of Maintenance Worker I who were assigned to the Airport as of the date of execution of this Agreement can be laid off prior to June 30, 2018.
- 3) The parties acknowledge that employees in the classification of Maintenance Worker I work on work schedules which are subject to bidding based on seniority. If, following the RFP process the landscape maintenance work on the outside of the terminal at the Airport is contracted out, there will be a modification to the work schedules for the classification of Maintenance Worker I. The work schedules are attached hereto and incorporated into this Agreement as Exhibit A.
- 4) The parties agree that if, following the RFP process, the City chooses not to contract out the work as described herein, the status quo will continue and the employees who currently perform this work will continue to so. In addition, no other provision of this Agreement will go into effect, including, but not limited to, the no layoff protection provided in paragraph 2 above.

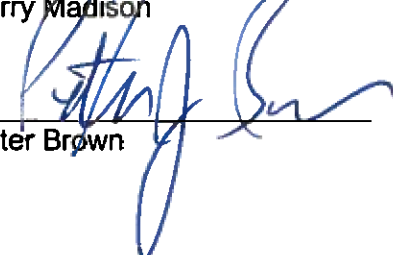
FOR THE CITY OF PALM SPRINGS



Perry Madison

12/3/14

Date



Peter Brown

11/12/14

Date


**FOR THE PALM SPRINGS CHAPTER OF THE SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU) LOCAL, 721**



Bill Notte

11-26-14

Date



Eloy Alvarez

12/1/14

Date



Airport Maintenance Work Schedule (as of TBD)

Position	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Lead Maintenance Worker	A	A	A	A	X	X	X
Lead Maintenance Worker	X	X	X	P	P	P	P
Maintenance Worker I	N	N	N	N	X	X	X
Maintenance Worker I	X	B	B	B	B	X	X
Maintenance Worker I	B	B	B	B	X	X	X
Maintenance Worker I	X	E	E	E	E	X	X
Maintenance Worker I	N	N	N	X	X	X	N
Maintenance Worker I	X	X	X	B	B	B	B
Maintenance Worker I	B	X	X	X	B	B	B
Maintenance Worker I	N	X	X	X	N	N	N
Maintenance Worker I	E	N	X	X	X	E	E
Maintenance Worker I	X	X	N	N	N	N	X
Maintenance Worker I	X	X	X	B	B	B	B
Maintenance Worker I	X	X	X	Q	Q	Q	Q
Maintenance Worker I	A	A	A	A	X	X	X
Maintenance Worker i	A	X	X	X	A	A	A

Legend: A = 5:30AM - 4:00PM
 B = 6:00AM - 4:30PM
 E = 9:00AM - 7:30PM
 N = 3:30PM - 2:00AM
 P = 2:30PM - 1:00AM
 Q = 8:00PM - 6:30AM

Notes: All lunches are thirty (30) minutes.

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF PALM SPRINGS

AND

PALM SPRINGS CHAPTER OF THE

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL, 721

This Side Letter of Agreement ("Agreement") between the City of Palm Springs ("City") and the Palm Springs chapter of the Service Employees International Union (SEIU) Local 721 (Union) (collectively "Parties") is entered into with respect to the following:


WHEREAS, in January 2014, the Union brought information to the City indicating that certain employees in its unit be reclassified and the City has, in response to the information provided and its own analysis indicated a willingness to reclassify six (6) employees to higher classifications; and

WHEREAS, the following sets forth the parties' Agreement:

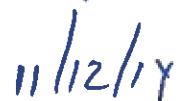
- 1) Attached hereto as Exhibit A is a spreadsheet which sets forth the relevant information regarding the parties' agreement to reclassify six members of the bargaining unit. The spreadsheet sets forth the employees' current classification, proposed classification, modification to range and modification to base salary. The City's allocation plan will be amended to reflect the reclassifications with 2015/16 allocation plan. The parties agree that the reclassification will go into effect at the beginning of the pay period starting on December 7, 2014.

FOR THE CITY OF PALM SPRINGS



Perry Madison

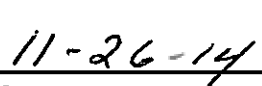

Date


Peter Brown

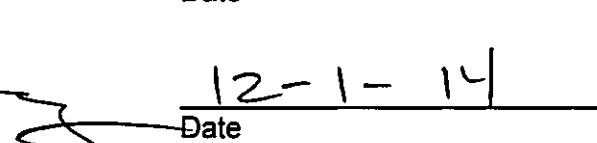

Date

**FOR THE PALM SPRINGS CHAPTER OF THE SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU) LOCAL, 721**


Bill Notte


Date


Eloy Alvarez


Date

General Unit Reclassification Review

October 2014

Department	Employee	Position		Range		Annual Base (step7)	
		From	To	From	To	From	To
Maintenance	Karen Tolliver	Account Clerk II	Account Specialist	G31	G35	\$53,652	\$59,196
Engineering	Rene Martinez	Engineering Technician	Public Works Inspector	G42	G46	\$70,356	\$77,664
	Michael Mott	Engineering Technician	Public Works Inspector	G42	G46	\$70,356	\$77,664
	Claudia Trembus	Engineering Technician	Public Works Inspector	G42	G46	\$70,356	\$77,664
Recreation	Arturo Argumedo	Account Clerk	Senior Secretary	G28	G33	\$49,788	\$56,340
	Janice Lopez	Account Clerk	Program Coordinator	G28	G35	\$49,788	\$59,196

PALM SPRINGS CHAPTER SEIU LOCAL 721



MEMORANDUM OF UNDERSTANDING

JULY 1, 2014 – JUNE 30, 2018

The Palm Springs Chapter SEIU Local 721
Memorandum of Understanding
July 1, 2014 – June 30, 2018

By Article Number

3. SALARIES	1
4. HEALTH AND WELFARE	2
5. STANDBY, CALL BACK AND TRAINING PAY	8
6. ATTENDANCE, HOLIDAYS, AND LEAVE.....	9
7. TOOL ALLOWANCE	11
8. UNIFORM ALLOWANCE	12
9. NO DRINKING RULE	12
10. MILEAGE REIMBURSEMENT	12
11. EDUCATIONAL REIMBURSEMENT	12
12. EDUCATIONAL INCENTIVE PAY FOR MASTER'S DEGREE	12
13. BILINGUAL PAY.....	12
14. CERTIFICATION PAY	13
15. POLICE DEPARTMENT BEARDS & UNIFORM POLICIES.....	13
16. SAFETY SHOES	14
17. HOURS OF WORK, NORMAL WORK WEEK, AND SHIFT DIFFERENTIAL	14
18. CHANGE OF PAY PERIOD ENDING DATE	15
19. SUPPLEMENTAL CITY INDUSTRIAL DISABILITY COMPENSATION (SCODC) FORMULA.....	15
20. COMMERCIAL LICENSE REQUIREMENT	16
21. STRIKES AND WORK STOPPAGES	16
22. UNION RIGHTS & RESPONSIBILITIES.....	16
23. FEDERAL AND STATE LAWS	18
24. MAINTENANCE OF BENEFITS.....	18
25. CONTINUANCE OF MEMBERSHIP	18
26. OVERTIME AND COMPENSATORY TIME.....	19
27. SALARY ADVANCEMENT ELIGIBILITY	19
28. BEREAVEMENT LEAVE.....	19
29. CELLULAR PHONE POLICY	19
30. REASONABLE DRESS POLICIES	19
31. QUARTERLY MEETINGS.....	20
32. AGENCY SHOP	20

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE MUNICIPAL EMPLOYEE RELATIONS
REPRESENTATIVE AND THE SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 721
JULY 1, 2014 - JUNE 30, 2018**

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 (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").

UNION and MERR agree as follows:

1. This MOU constitutes a joint recommendation by UNION and the MERR, to be submitted to the City Council of the City of Palm Springs (hereinafter called the "City Council") 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, 2014 and terminating at midnight, June 30, 2018; provided, however, that specific sections of this MOU may have later effective dates as specified herein.

3. SALARIES

Effective in the pay period following City Council approval of the MOU, members of the Unit shall receive an eight percent (8%) salary increase.

Effective the pay period which includes July 1, 2015, members of the Unit shall receive a two percent (2.0%) salary increase.

Effective the pay period which includes July 1, 2017, members of the Unit shall receive a two percent (2.0%) salary increase.

Following City Council approval of this MOU, two new steps will be added to the salary schedule as entry level steps for each classification. Employees hired prior to City

Council approval of this MOU will not be impacted by this modification to the salary schedule as their salary will not be impacted except as provided above (with the salary increases provided). Employees hired prior to City Council approval of the MOU will move on the salary schedule as follows: Those employees at step 1 will move to step 3, employees at step 2 will move to step 4, employees at step 3 will move to step 5; employees at step 4 will move to step 6 and employees at step 5 will move to step 7. Employees hired after City Council approval of the MOU, will be hired as in the past, typically at step 1 of the new salary schedule.

4. HEALTH AND WELFARE

4.1 Health Care Benefit – Medical, Dental and Vision

For calendar year 2014, the parties agree that the City will provide health care benefits through a contribution to the Health Care Benefit Plan which will include carriers for medical insurance which the City has provided to unit members in the past and which was in existence on the first date of this MOU.

For calendar year 2015, the City will contract 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.

4.2 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 Calendar Year 2014

City Provided Health Care Benefit Plan Contribution	Single	Two- Party	Family
	\$ 654.00	\$ 1281.00	\$ 1735.00

For 2014 these benefits are broken down individually as follows:

City Provided Health Care Benefit Plan Contribution	Health	Dental	Vision	Total
Single Party	\$ 620.45	\$ 20.38	\$ 13.17	\$ 654.00
Two-Party	\$ 1,227.51	\$ 40.32	\$ 13.17	\$ 1,281.00
Family	\$ 1,667.08	\$ 54.75	\$ 13.17	\$ 1,735.00

The amounts set forth above are the 2014 rates. For 2015, the City is contracting with CalPERS for the provision of medical insurance. The City will provide a modification to the employer contribution to the Health Care Benefit Plan for 2015 and for future years which will be determined as follows:

For 2015 the Health Care Benefit Amount will have a separate amount for Medical, Dental and Vision as shown in the table below:

January 1, 2015

City Provided Health Care Benefit Plan Contribution	Health	Dental	Vision	Total
Single Party	\$ 651.47	\$ 20.38	\$ 13.17	\$ 685.02
Two-Party	\$ 1,288.89	\$ 40.32	\$ 13.17	\$ 1,342.38
Family	\$ 1,750.43	\$ 54.75	\$ 13.17	\$ 1,818.35

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 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) 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 2015, is \$122 and for subsequent years is still undetermined.

For dental and vision insurance, the modification will be determined by the modification (increase or decrease) to the currently provided dental (an average of the two dental plans) 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.

4.2.1 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).

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 \$100.00 (as taxable wages) per pay period). In no event shall a positive balance exceed \$100.00 per pay period or two hundred dollars per month (24 pay periods per year).

4.2.2 Domestic Partner Coverage

For 2014, the City of Palm Springs agrees to maintain Domestic Partner Coverage as part of the current health, dental, and vision coverages, in accordance with the City of Palm Springs Ordinance No. 1578. In addition to the requirements of Ordinance 1578, all enrollees must still provide a copy of the Declaration of Domestic Partnership, Statement of Financial Liability for Domestic Partner Health Benefits and Affidavit of Eligibility for Economically Dependent Children to the City. The City will continue to use the same enrollment policies for domestic partners as are currently used for traditional marriages.

For 2015 and beyond, since the City is contracting with CalPERS for the provision of medical insurance 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 his/her domestic partner officially registered their domestic partnership with the State of California in accordance with California Family Code section 297 *et seq.* The parties acknowledge that changes in state law could modify whether domestic partner dependents will continue to be covered by CalPERS medical and that the law will control on that issue.

4.3 Retiree Medical Insurance Coverage

4.3.1 Benefits For 2014

4.3.1.1 "Tier I" – Effective 7/1/99

- 1) A represented Unit employee who attains age fifty (50) and leaves active service as a Palm Springs employee after 20 years of continuous service, the City shall pay 75% of up to two party coverage for the "retirees" health plan being covered at the time one leaves active service.
- 2) A represented Unit employee who attains age fifty (50) and leaves active service as a Palm Springs employee after 25 years of continuous service, the City shall pay 100% of up to the two party coverage for the "retirees" health premium being covered at the time one leaves active service.
- 3) All Employees who become eligible to receive Medicare must enroll in Medicare Part A and B to remain eligible to receive the above contributions. The City shall reimburse the member for the actual cost of Medicare Part A and Part B being charged to the member.

4.3.1.2 "Tier II" – Effective 12/7/2005:

For all employees hired after December 7, 2005 there will be no City contribution for retiree health benefits. The City will, however, make a \$50.00 per month contribution to an employee Retiree Health Savings Plan and the associated fixed dollar cost of administration.

4.3.2 Benefits for 2015 and Beyond

Effective January 1, 2015 retiree medical insurance will be provided through CalPERS pursuant to PEMHCA. This change will apply to both current retirees receiving retiree medical insurance from the City as well as current employees who become eligible for retiree medical by retiring with CalPERS within 120 days of leaving City of Palm Springs employment.

Since the City has 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 after the City contracts with CalPERS for medical insurance, the provision of retiree medical insurance beginning on January 1, 2015 will be 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) 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 will be established by the City through a third party vendor who will administer the Account. The benefits provided by the HRA will be as follows:

- 1) 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, he/she will have additional out-of pocket medical expenses.

If an employee chooses a more costly health plan prior to retirement, he/she

must have chosen the plan at least one year prior to retirement or the health plan used for determining the maximum benefit under the HRA will be the plan previously chosen.

2) 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, he/she will have additional out-of pocket medical expenses.

If an employee chooses a more costly health plan prior to retirement, he/she 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.

3) 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.

4) 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 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.

4.2 Life Insurance

The City agrees to provide term life insurance coverage of Fifty Thousand Dollars (\$50,000.00) for each represented employee in the UNIT.

4.3 Short Term Disability

The City shall provide unit members with Short Term Disability insurance coverage. The waiting period is 14 days. Premium payments will be paid by employees.

4.4 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 without further meet and confer required.

4.5 Retirement Plan Retirement Formula

Unit members (and not "new members as defined by the Public Employees' Pension Reform Act of 2013 - PEPR) 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 - PEPR) 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 PEPR, are covered by the 2% @ 62 formula provided for by the PEPR 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 PEPR.

Employee Contributions to the Retirement System

Employees subject to the 2.7% @ 55 Formula

Effective at the beginning of the pay period following City Council approval of this MOU, employees in the Unit shall pay their eight percent (8%) member contribution.

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.

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.

Employees subject to the 2% @ 62 Formula – “New Members” as defined by PEPR

Effective July 1, 2014, these employees shall pay the statutorily mandated employee contribution rate of one half of the total normal cost.

5. STANDBY, CALL BACK AND TRAINING PAY

5.1 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.

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.

5.2 Call Back Pay

A Unit employee called back to work 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.

5.3 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 he/she is specifically asked by his/her 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 40 hours or equivalent to one week increments where the employees have been assigned to train. Assistance provided to employees in less than 40 hour or one week increments does not entitle the employee to training pay.

6. ATTENDANCE, HOLIDAYS, AND LEAVE

6.1 General Leave for Unit Employees

6.1.1 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.

6.1.2 Holidays While on General Leave

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.

6.1.3 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:

- 1) 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).
- 2) 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 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.

Employees can accrue up to 50 hours in the floating holiday bank. 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. 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 his/her bank below 50 hours and then accrues a floating holiday which would put them above 50 hours if the entire holiday accrued, he/she 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.

6.1.4 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.

6.1.5 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. Unit employees shall be eligible to use general leave after the successful completion of the initial probationary period. Dispatchers shall be eligible to use General Leave after the completion of 6 months.

6.1.6 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.

6.1.7 Notification of Supervisor

Each department head shall establish reasonable written requirements for reporting an absence or tardiness. Those written requirements must be approved by the Personnel Officer. In order to receive compensation while absent on general leave, the employee must comply with the official written notification requirements of that department. City agrees to work towards standardization of the official written notification requirements.

6.1.8 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

6.1.9 General Leave Cash-In

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.

6.1.10 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.

6.2 Compensatory Time Accumulation

The maximum accumulation of compensatory time off is one hundred (100) hours.

7. TOOL ALLOWANCE

City agrees to pay a monthly tool allowance of One Hundred Twenty-Five Dollars (\$125.00) per month to Unit positions in the Fleet Operations Division, the Facilities Maintenance Division and the Maintenance Mechanics assigned to the Parks for the purchase of tools related to their job. If an employee does not spend \$1,500.00 in a calendar year; during the following calendar year, the employee will be issued a tool allowance equal to the dollar amount spent in the previous calendar year (ex. \$1,300 spent in year 1; employee will receive \$1,300.00 tool allowance in year 2). In the event an employee exceeds the yearly tool allowance, the following year the employees' tool allowance will increase according to the amount spent in the previous year not to exceed \$1,500.00 (ex. \$1,400.00 spent in year 3; employee's tool allowance will increase to \$1,500.00 in year 4) based on receipts provided by employee.

8. 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	Plans Examiner II	\$ 30.00
Building Inspector	\$ 30.00	Police Records Technician	\$ 85.00
Code Compliance Officer	\$ 30.00	Police Services Officer	\$ 85.00
Engineering Tech (field-based)	\$30.00	Police Services Supervisor	\$ 85.00

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

9. NO DRINKING RULE

Provided this same rule is applicable to management employees, the Union agrees that all employees in the Unit shall be prohibited from drinking alcoholic beverages at any time during the workday, including breaks and lunch.

10. 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.

11. EDUCATIONAL REIMBURSEMENT

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

12. EDUCATIONAL INCENTIVE PAY FOR MASTER'S DEGREE

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 accredited by either the Council for Higher Education Accreditation ("CHEA") or the U.S. Department of Education ("USDE").

13. 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 to be developed and

administered 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.

Sign language is included in the list of recognized languages with one (1) position authorized and location to be at the City Manager's discretion.

14. 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
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
Engineering Field Technicians	American Construction Inspection Association (ACIA) related to position
Fleet Maintenance Technician III & IV	California Fire Mechanic
Parts Specialist II	Compressed National Gas (CNG)
Engineering Field Technician (Dust Inspector)	Qualified Storm water Pollution Practitioner (QSP)
Field Technician (Field Inspector)	National Institute for Certification in Engineering Technologies (NICET)
Dispatcher Supervisor	Agency CLETS Coordinator – (Maximum of one employee who is designated by City is entitled to this pay)

14.1 Notary

Unit employees selected at the City Manager's discretion who are licensed notaries shall be entitled to premium pay of an additional five percent (5%) over their regular base salary for their services.

15. 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.

16. 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 ANSI Z41-1999 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.

17. 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. The parties agree that and employees move to a 4/10 work schedule, City Hall will remain closed on Fridays.

17.1 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.

17.2 No Guarantee of Hours

Nothing contained in this MOU shall be construed to constitute a guarantee of hours of work per day or per work week or of days of work per work week.

17.3 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.

17.4 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.

17.5 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) to accommodate leave requests made at least seven (7) days in advance for employees who work at the Airport, the City shall first determine if there are employees in the classification of the employee who requested the leave who want to work the overtime. If there is more than one such employee, they will be offered the overtime at the discretion of the manager or supervisor who has determined that overtime is necessary.

If there are no employees who have indicated their desire to work the overtime, the overtime will be mandatorily assigned in the reverse order of departmental seniority to each employee starting with the employee in the classification with the least amount of department seniority. The City will maintain a mandatory overtime seniority list and make it available for members' viewing. After the most senior employee (in the classification) is assigned overtime, the City will then assign the next mandatory overtime to the employee with the least amount of seniority and continue to move through the list in the reverse order of seniority.

Employees who desire to work the overtime and agree to do so will have their names skipped (during that next run through of the list) on the list when their name comes up for mandatory overtime. However, in the next run through of the list, such employees will be assigned the mandatory overtime unless they have already worked an overtime shift (during the current run-through of the list) for which they made themselves voluntarily available.

If new employees hired into the unit, they will be the next employees assigned (for their classification) to the mandatorily assigned overtime as provided in this article.

17.6 Out-of-Class Compensation

Out-of-Class pay will be provided to employees after the second day of any such assignment.

18. 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.

19. SUPPLEMENTAL CITY INDUSTRIAL DISABILITY COMPENSATION (SCODC) FORMULA

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 SCODC 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 supplemental City industrial disability compensation (SCODC) 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 SCODC, the employee must use vacation leave and SCODC will stop during the vacation. The SCODC will continue upon the employee's return from vacation.

20. 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.

21. STRIKES AND WORK STOPPAGES

Union and City agree that the following conduct is prohibited:

21.1

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

21.2

In the event that Union, its officer, agents, representatives, or Unit employees engage in any of the conduct prohibited in Section 21.1, Union shall immediately instruct any such person engaged in such conduct that their conduct is in violation of this MOU, and that they must immediately cease engaging in conduct prohibited in such Section 21.1, and return to work.

22. UNION RIGHTS & 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 22(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.

23. FEDERAL AND STATE LAWS

It is understood and agreed by the parties hereto 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.

24. 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.

25. 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 his/her 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.

26. OVERTIME AND COMPENSATORY TIME

The rules governing overtime and compensatory time are found in the Personnel Rules and included herein by this reference.

27. SALARY ADVANCEMENT ELIGIBILITY

Unit members shall not be eligible for step increases unless they have at least a "meets expectation" or higher service rating.

28. BEREAVEMENT LEAVE

Unit members shall be granted three (3) scheduled work days in the event of a death in the "immediate family" (as defined in the City's Personnel Rules) of an employee regardless of travel requirements.

29. CELLULAR PHONE POLICY

Union approves institution of Cellular Phone Acquisition and Usage Policy effective July 1, 2003. Any updates to this policy will be provided to the Union for its consideration and approval.

Records Technicians shall receive a cell phone allowance of \$50 per month because they communicate with Deputy DA's and Officers.

30. 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.

Effective the pay period following City Council approval of this MOU the City will provide uniforms for Operations Specialists who work at the Palm Springs Airport. The City's uniform service will clean the uniforms and make them available for use by the employees.

31. 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.

32. AGENCY SHOP

Every employee in the bargaining unit is represented by SEIU 721 and shall, as a condition of continued employment, either join the Union paying the appropriate Union dues, or pay an agency shop fee. Employees who are members of a bona fide religion, body or sect that have historically held conscientious objection to joining or financially support public employee organizations, may, as an alternative pay a sum equal to the agency shop fee to a non-religious and non-labor charitable fund, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such an employee will be required to fill out the appropriate form provided by the City and designate the charitable fund(s) including name, address and phone number for which he/she intends to submit the charitable contribution in lieu of the agency shop fee.

Rescission

It is mutually agreed by the parties that the agency shop provisions of this MOU may be rescinded by a majority vote of all employees represented by this Unit as set forth in California Government Code section 3502.5(d). There can be only one election during the term of this MOU.

Maintenance of Membership

Unit employees who are members of the Union on the effective date of this MOU and those who voluntarily join thereafter during the term of this MOU are required to maintain their membership during the term of this MOU subject to the following exception:

Payroll Deductions

The City shall, without charge to the Union, deduct dues and agency shop fee payments (as specifically identified by the union) from each employee's direct deposit payments or pay checks for the first two pay periods each month. The Union agrees to hold the

City harmless from any claims of the employees in the Unit related to such payroll deductions.

Requirement to Comply with Record of Financial Transactions

In accordance with Government Code Section 3502.5(f), SEIU 721 is required to keep an adequate record of its financial transactions and shall make available annually to the City and the City employees who are members of the Union, within 60 days after the end of the fiscal year, financial records as specifically identified in Government Code section 3505.2(f). SEIU 721 agrees to comply with Government Code section 3502.5(f).

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721

Date: 7/15/14

By: Eloy Alvarez SEIU Representative (Print) Signature [Signature]

By: BILL NOTTE SEIU President (Print) Signature [Signature]

By: CAROLYN Notte Board Member (Print) Signature [Signature]

By: Robert Klomhous Board Member (Print) Signature [Signature]

By: Craig L Wood Board Member (Print) Signature [Signature]

By: CAREN NELSON Board Member (Print) Signature [Signature]

MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE

Date: 7/16/14

By: [Signature] City Manager

By: [Signature] Labor Attorney

Attest:

By: [Signature] City Clerk

By: [Signature] Director of Human Resources

Approved to form:

By: [Signature] City Attorney

Council Approval:

APPROVED BY CITY COUNCIL

Res 23645 7.16.14 AS440

City of Palm Springs

July 1, 2014, through June 30, 2018



SEIU Local 721

6177 River Crest Dr Ste B

Riverside CA 92507-0786

Questions? Call the Member Connection (877) 721-4YOU

www.seiu721.org

[facebook.com/seiu721](https://www.facebook.com/seiu721) twitter.com/seiu721