

**CITY OF PALM DESERT
SIDE LETTER #1 OF AGREEMENT CLARIFYING
THE CALL BACK PAY IN THE JULY 1, 2023 – June 30, 2026 MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF PALM DESERT AND
THE PALM DESERT EMPLOYEES ORGANIZATION**

1. PARTIES AND DATE.

This Side Letter of Agreement (Side Letter) is entered into this 24th day of August 2023, by and between the City of Palm Desert (City) and the Palm Desert Employees Organization (PDEO). City and PDEO are sometimes individually referred to as “Party” and collectively as “Parties” in this Side Letter.

2. RECITALS.

2.1. City and PDEO entered in a Memorandum of Understanding (MOU) effective July 1, 2023 through June 30, 2026.

2.2. Article 2.1 of the MOU memorializes the Parties’ agreement to meet and confer with respect to any subject or matter related to this MOU, further, in accordance with the Meyers-Milias-Brown Act the Parties agree to meet and confer on issues related to wages, hours and working conditions.

2.3. Article 4.2 of the MOU memorializes the Parties’ agreement regarding stand by and callback pay. In order to respond to interpretation questions regarding the new language, the Parties’ agreed to meet and confer to clarify.

2.4. After meeting and conferring in good faith, the City and the PDEO desire to modify certain terms and conditions of the MOU as set forth in this Side Letter.

2.5. This Side Letter shall be in effect following City Council Approval.

3. TERMS

3.1. In Article 4, Subsection 4.4 is added as follows:

On-Site Call Back

When a nonexempt employee is called back to return to the worksite for duty during off hours, such employee shall receive a minimum of two hours plus time worked in excess of two hours for each time the employee is called back to the worksite. Such employee shall be compensated by a payment at the rate of one

and one-half times the employee's regular rate of pay in the workweek that callback duty incurred.

Off-Site Call Back

When a nonexempt employee is called back to resolve work-related requests without having to return to the worksite duty during off hours, such employee shall receive a minimum of 2-hours for the first call and any other calls made and received during the 2-hour time from the first call, at the rate of one and one-half (1 ½) time the employee's base hourly rate plus time worked in excess of the 2-hours. For calls received after the 2-hour from the first call has expired the employee shall receive a minimum of thirty minutes at the rate of one and one-half (1½) times the employee's base hourly rate plus time worked in excess of thirty minutes for each time the employee is called back off-site to resolve a work-related request. The 2-hours and each 30 minutes off site call back could be for the same or different events.

3.2. Entire Agreement; Continuing Effect of MOU. It is understood that the specific provisions contained in this Side Letter shall be in addition to any other side letters previously approved but will supersede any previous agreements, whether oral or written, directly related to any matters expressly addressed herein.

3.3. Expiration of Side Letter. This Side Letter shall expire and become null and void on June 30, 2026, upon expiration of the MOU, at which time the terms and conditions of this Side Letter will be reviewed for applicability of extension into a successor agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date first hereinabove written:

PDEO Board

CITY

Date Cora Gaugush
 PDEO Board Member

Date L. Todd Hileman
 City Manager

Date John Urkov
 PDEO Board Member

Date Veronica Chavez
 Director of Finance

Date Alex Vasquez
 PDEO Board Member

Date Martin Alvarez
 Director of Public Works

Date Kevin Swartz
PDEO Board Member

Date Andrea Staehle
Human Resources Manager

Date Jose Rojas
PDEO Board Member

Date Amber Molina
Human Resources Analyst

Date Isra Shah
City Attorney