



MEMORANDUM OF UNDERSTANDING

BETWEEN

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, LOCAL 3915 (AFSCME)**

AND

THE CITY OF GLENDORA

FEBRUARY 1, 2023 – JANUARY 31, 2026

**Approved by the Glendora City Council
on February 14, 2023, 20**

Resolution CC 23-07

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AFSCME MOU**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
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EMPLOYEES, LOCAL 3915 (AFSCME)
AND THE CITY OF GLENDORA
February 1, 2023 – January 31, 2026**

ARTICLE 1 - PURPOSE

Representatives of the American Federation of State, County, and Municipal Employees Local 3915 (AFSCME) and the City of Glendora have met and conferred in good faith relative to wages, hours and other terms and conditions of employment of the employees covered herein. It is the purpose of the Memorandum of Understanding to set forth the full and entire understanding of the parties reached as a result of good faith negotiation, which understanding the parties intend jointly to submit and recommend for approval and implementation to the Glendora City Council. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Glendora City Council acts, by majority vote, formally to approve said Memorandum of Understanding.

ARTICLE 2 - RECOGNITION

Pursuant to the provisions of the City's Employee Relations Resolution, the City of Glendora hereby recognizes the American Federation of State, County and Municipal Employees Local 3915 (AFSCME) as the certified bargaining representative for the members of the Bargaining Unit listed in Exhibit A.

ARTICLE 3 - TERM

The term of this Memorandum of Understanding ("MOU") shall commence on February 1, 2023, which is deemed the "effective date" of the MOU and shall conclude on January 31, 2026, and shall supersede any other agreements in effect at that time. Unless otherwise provided herein, all of the provisions of this Memorandum of Understanding will remain in effect until amended.

ARTICLE 4 - CITY FACILITIES

The Bargaining Unit shall have use of City facilities for membership meetings and conferences upon reasonable advance notice to the appropriate City official, subject to applicable City regulations and availability. No Bargaining Unit meetings to interview and/or to endorse political candidates will be held within the Glendora City Hall building, including the City Council Chambers. Bargaining Unit

may book and use other City facilities subject to the required facility use and insurance rules, and City will waive any applicable rental fees.

ARTICLE 5 - DUES DEDUCTION

Upon written authorization by AFSCME, the City shall, on behalf of the Bargaining Unit, deduct monthly Bargaining Unit dues from the Members' salary. AFSCME agrees to indemnify the City and to hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purposes of complying with the provisions of this article.

ARTICLE 6 - WAGES

Section I: All full-time AFSCME members on the payroll as of December 13, 2022 will receive a one-time, off schedule lump sum retention payment in the amount of two thousand dollars (\$2,000), not subject to CalPERS treatment as "special compensation." This one-time, off-schedule lump sum payment will be paid out by the first full pay period in February 2023.

Section II.

- A. Effective the first payroll period commencing on or after July 1, 2023, all full-time AFSCME members shall have their base salaries adjusted by the attached revised salary schedule.
- B. Effective the first payroll period commencing on or after July 1, 2024, all full-time AFSCME members shall receive a 3.5% base salary increase.
- C. Effective the first payroll period commencing on or after July 1, 2025, all full-time AFSCME members shall receive a 3.0% base salary increase.

ARTICLE 7 - OVERTIME AND COMPENSATORY TIME

(Complies with FLSA and current City practices)

When it is in the best interest of the City, either the City Manager or the department head, or their designee may require an employee to be employed beyond the employee's regular hours of employment. Daily work period and weekly work period shall be determined by the department head. All overtime shall be computed in increments of one-quarter hour.

1. OVERTIME FOR HOURS WORKED IN EXCESS OF 40 HOURS DURING THE WORK WEEK. When required by law, overtime worked in excess of 40 hours per work week (excluding leave, holidays and compensatory time off), shall be compensated at one and one-half times the regular rate of pay. If not required by law,

such overtime shall be compensated in accordance with Paragraph 2 following.

2. **OVERTIME FOR HOURS WORKED NOT EXCEEDING 40 HOURS DURING THE WORK WEEK.** Overtime for hours worked and earned in excess of 40 hours per work week (with paid leave, holidays and compensatory time off counted as hours earned), and overtime for hours worked in excess of the regularly scheduled daily work period, but not in excess of 40 hours during the work week, shall be compensated by comp time off or reimbursement as agreed to by the department head and the employee. Scheduled Paragraph 2 overtime shall be compensated as straight time. Non-scheduled Paragraph 2 overtime, which is overtime not scheduled more than 24 hours in advance, shall be compensated at one and one-half times the regular rate. All accrued compensatory time in excess of 85 hours shall be reimbursed at the current rate. Upon termination, employees shall be paid for accumulated compensatory time at the current rate.

Utilization of compensatory time off (CTO) shall be subject to the following terms and conditions:

- a) All requests to use CTO must be made in writing by completing a Request for Time Off form and submitting the form to the requestor's supervisor.
- b) The request for CTO shall be approved or denied by the supervisor as soon as possible after being submitted.
 - i. The request for CTO shall be approved on a first come, first served basis, provided the request does not result in a drop below the minimum staffing levels deemed appropriate by the applicable supervisor.
 - ii. In order to allow the use of CTO, the City shall not be required to pay another employee on an overtime basis in order to prevent a drop below minimum staffing levels.
 - iii. If the CTO request is denied, the employee shall be given the option of scheduling an alternate date to use CTO within 60 calendar days of the date the request was to be effective. If a date is not available within the 60-day period, the employee may choose, at his or her option, to receive cash compensation for the hours requested off.
 - iv. The City has established a 60-calendar-day rule as being reasonable for granting an alternative day off or

for providing cash compensation. This clause is included to comply with the FLSA and the case of *Mortensen v. County of Sacramento*.

- a. If the department is unable to schedule and grant use of the requested CTO within one year, cash payment shall be made in lieu of compensating time.
- 3. Work performed on call-back shall be compensated in the same manner as overtime. Standby duty, which does not constitute time worked, shall be compensated in a manner prescribed in writing by the City Manager.
- 4. Work performed on a City-observed holiday, during the regularly scheduled daily work period(s), shall be additionally compensated with eight hours pay or eight hours of comp time within the pay period it occurs or within 60 days after the holiday, with approval of Division Supervisor.
- 5. Work performed on a City-observed holiday which is not a regularly scheduled daily work period, shall constitute overtime, which shall be paid at one and one-half times the regular rate of pay, in addition to holiday pay earned for that holiday.

ARTICLE 8 – LONGEVITY PAY

A Longevity Pay benefit shall be paid effective the first full payroll period commencing on or after February 1, 2023, in addition to normal compensation, when a full-time employee with a job classification that is part of the bargaining unit covered by this Agreement completes 5, 10, or 15 full years of continuous and uninterrupted employment with the City, part-time employment may be included as long as there was no separation from the City. Such benefit shall be subject to applicable payroll deductions. The Longevity Pay benefit will be implemented based on the following formula and paid on regular paydays:

Completed Years of Continuous Service	Amount Per Year	Amount Per Pay Period
5 – 9 Years	\$1,000	\$38.47
10 – 14 Years	\$1,500	\$57.70
15+ Years	\$2,000	\$76.93

ARTICLE 9 – SHIFT DIFFERENTIAL

Non-sworn members will receive an additional 5% of base pay when working the following shifts:

- 3:00 p.m. to 3:20 a.m. shift
- 5:10 p.m. to 5:30 a.m. shift.

**ARTICLE 10 – ON-CALL/CALL OUT/STANDBY/BEEPER SCHEDULE
COMPENSATION**

A. On-Call Compensation

On-Call pay is designed to compensate employees for being required to be available to return to duty with limited notice. There are two types of On-Call Pay: 1) On-Call Duty Pay and 2) Court On-Call Pay. Assignment and approval of On-Call **assignments** shall be at the discretion of the City based on business needs.

1. On-Call Duty Pay:

Eligible employees who are pre-assigned or scheduled to be available during non-working hours to respond to unscheduled calls shall be compensated at \$30 per day for non-work hours on scheduled workdays and \$60 per day for full non-workdays.

Employees assigned to On-Call Duty should have sufficient working knowledge, skills, and abilities to address **any** unscheduled work. Employees in a training or initial probationary capacity are generally not eligible for On-Call Duty. On-Call Duty will generally be **assigned** for a consecutive 7-day period.

Employees shall not receive On-Call pay **during hours they are scheduled to, and are, working**, or during meal/break periods.

An Employee assigned to On-Call Duty who becomes ill or has an emergency preventing them from carrying out their On-Call Duty **assignment** shall be responsible for immediately notifying their supervisor or manager. Prior to returning to scheduled On-Call Duty, the employee must first notify their supervisor or manager **to determine whether they are needed or required to** resume such duty.

2. Court On-Call Pay:

Employees who have been subpoenaed **to appear in** Court on a City of Glendora case, and who are not on duty, who are in an "on-call" status, shall receive **two hours** CTO for all time spent **in Court on-call** prior to 12:30 p.m., and two hours CTO for all time spent on call after 12:30 p.m. Employees who are on paid working time during any portion of the morning or afternoon when they are called into Court shall not be eligible for **Court** on-call compensation.

B. Call-Out Compensation:

Call-Out pay is **provided** when an employee returns to work at the request of the City after the employee has been released from duty and left the

worksite. An employee need not be assigned to On-Call Duty to **be eligible to** receive Call-Out Pay.

All call-out duty time, either scheduled or non-scheduled, will be compensated by time-and-one-half pay in accordance with the following schedule:

1. Preassigned or scheduled field responsibilities or assignments (e.g., checking telemetering and engines, checking barricades or excavations, etc.) on non-workdays will be compensated at a (2) two-hour minimum at a pay rate of time-and-one-half, and all time in excess of (2) two-hour minimum will be compensated at time-and-one-half for actual time worked.
2. Unscheduled call out **duty** will be compensated at a (2) two-hour minimum at a pay rate of time-and-one-half, and all time in excess of the (2) two-hour minimum will be compensated at time-and-one-half for actual hours worked.
3. Multiple call-outs will not be considered as separate call-outs if they occur within the same minimum compensated period.
4. Compensated Work Time exceeding minimums will be computed as half-hour intervals as follows:

<i>Actual Time Worked</i>	<i>Reporting Time</i>
<i>1 - 30 Minutes</i>	<i>30 Minutes</i>
<i>31 - 60 Minutes</i>	<i>1 Hour</i>

ARTICLE 11 - MECHANICS' TOOL ALLOWANCE

Public Works mechanics will receive \$500.00 per year tool allowance on a reimbursement basis and upon approval of the Director of Public Works for appropriate tools.

ARTICLE 12 - UNIFORM ALLOWANCE

- A. Community Preservation Officers, Sr. Community Service Officers, Community Service Officers, Jailers, Police Service Representatives, and Police Records Specialists (hereafter referred to as "Defined Uniformed Employees"):
 1. Newly hired full-time Defined Uniformed Employees receive initial uniform issue as specified by the Police Chief in Police Departmental Orders.

2. An annual uniform allowance of \$650.00 will be paid to full-time Defined Uniformed Employees.
3. Eligibility for annual uniform allowance begins 12 months after the original date of continuous employment in that classification, provided each employee purchases and maintains uniforms as directed by the Police Chief. The uniform allowance will be paid annually by the first pay period in December. The amount of the annual uniform allowance is subject to the employees' cost sharing provisions of PERS as specified in Article No. 16.
4. Subject to the review and approval of the Chief of Police or designee, City will replace or repair damaged uniforms (not including boots) for field personnel or others having contact with prisoners, damaged in the "line of duty".

B. Parks and Public Works Field Personnel:

Parks and Public Works field personnel will receive nine sets of rental uniforms per month.

C. Voluntary Safety Shoe Policy

The City shall provide two-hundred and fifty dollars (\$250) per fiscal year through the payroll process each July for full-time employees required to wear designated safety footwear pursuant to City Policy. Employees shall follow City safety policies/regulations and wear safety footwear to work and purchase such footwear at least annually. Employees, on an annual basis, pursuant to the City's Personnel Policies, will self-certify that their footwear conforms to the City's safety policy.

ARTICLE 13 - FLEXIBLE BENEFIT PLAN/HEALTH INSURANCE

A. Health, Dental & Vision Insurance:

(1) Medical Insurance

(a) Plans Offered: The City will maintain its contract with PERS to provide coverage under the Public Employees' Medical and Hospital Care Act. Annuitants may participate at their cost subject to PERS regulations.

(b) Circumstances Under Which an Employee May Opt Out of City Coverage:

An employee is required to carry one of the City's designated medical plans unless they opt out. An employee may opt out of the City's designated medical plans during the annual open enrollment period

by signing a written waiver each year. If the employee provides a written waiver and documentation confirming that they are enrolled in an alternative group health plan that satisfies the Patient Protection and Affordable Care Act's (ACA) group health plan mandates, that employee will also be entitled to the flexible benefit described below in Section B. Any employee who opts out of the City's offered health insurance may use the flexible benefit amount as described in Section B below as long as they have opted out and provided proof of enrollment in an alternative group health plan.

- (2) Dental Insurance: It is mandatory for employees to enroll in the City's designated dental plan and pay the premium unless, during the annual open enrollment period, the employee provides a written waiver and documentation confirming that they are enrolled in an alternative dental health plan. Dependent coverage is optional (and at the employee's cost).
- (3) Vision Insurance: It is mandatory for employees to enroll in the City's designated vision plan. The City will pay the employee's portion of the Vision Plan cost. Dependent coverage is optional (and at the employee's cost).

B. Flexible Benefits:

- Effective the first full payroll period commencing on or after January 1, 2023, AFSCME members will be allotted a flexible benefit of one thousand two hundred dollars (\$1,200) per month.
- Effective the first full payroll period commencing on or after January 1, 2024, AFSCME members will be allotted a flexible benefit of one thousand three hundred dollars (\$1,300) per month.

(1) Flexible Benefit for Employees hired before January 1, 2017: Employees hired before January 1, 2017, allotted flexible benefit amount may be allocated as described in Section B(3) below.

- a. no more than \$850 per month may be convertible to cash as set forth in Section B(3), subsection (e) below.

(2) Flexible Benefit for Employees hired on or after January 1, 2017: AFSCME employees hired on or after January 1, 2017, allotted flexible benefit amount may be allocated as described in Section B(3) below, subject to the following provisions:

- (a) no more than \$425 per month may be allocated to deferred compensation as set forth in Section B(3), subsection (d) below; and

- (b) none of the flexible benefit amount is convertible to cash as set forth in Section B(3), subsection (e) below.

(3) Allocation of Flexible Benefit Amounts: The employee will designate how the flexible benefit amount will be allocated for medical insurance, dental insurance, dependent vision coverage, cash (which is taxable), deferred compensation (Medicare taxable) or additional life insurance, subject to the following provisions:

- (a) Employees may direct flexible benefit amounts to City designated medical plans. To the extent any premium exceeds the flexible benefit amount, the employee will pay the additional cost.
- (b) Employees may use flexible benefit amounts to purchase coverage for City dental and/or vision plans. If the premium exceeds the flexible benefit amount, the employee will pay the additional cost.
- (c) Employees may use flexible benefit amounts toward the purchase of additional life insurance to a maximum of \$500,000 or 5 times annual salary, whichever is less, subject to the terms and conditions of the insurance policy.
- (d) Employees may use flexible benefit amounts to participate, up to the maximum amount allowed by law, in a City provided deferred compensation plan. (Participation is not limited to flexible benefit funds.)
- (e) Employees hired on before January 1, 2017 may receive cash payment of the flexible benefit amount as set forth in Section B, subsections (1) and (2) above, or any portion thereof, as long as the employee has enrolled in a City health plan or has presented proof of enrollment in alternative group health coverage, unless otherwise required by PERS or the I.R.S. Any flexible benefit amount taken as cash is subject to state and federal taxable deductions. The flexible benefit amount may not be used to reimburse an employee for any premium expenses an employee may incur for an individual health insurance policy, including a policy purchased through Covered California.

C. Reopener:

Either party may reopen negotiations at any time during the term of the MOU to address the impact of the Affordable Care Act (ACA) or any other change in state or federal law.

D. Medical Task Force:

The City and Union agree to establish a Medical Task Force to explore other medical benefit options outside of CalPERS Health.

ARTICLE 14 - LIFE INSURANCE

The City of Glendora shall maintain, for the benefit of full-time employees within the Association, term life and accidental death insurance policy in the amount of \$50,000 (premiums paid by the City). Employees may purchase additional term insurance to a maximum of \$500,000 or five times annual salary, whichever is less, subject to the terms and conditions of the insurance policy.

ARTICLE 15 - DISABILITY INSURANCE/PAID FAMILY LEAVE

Effective January 1, 2021, the City will maintain a disability benefit employer plan, which shall include a short-term and a long-term disability insurance benefit and the City shall pay the premium for the employee. Integration of leave balances (e.g., sick, vacation, etc.), either partially or fully, is allowed.

ARTICLE 16 - IRS SECTION 125 AND 129

City will maintain the IRS Section 125 and Section 129 plans to allow employees within this group the option to set aside pretax salary for excess premium costs for health, dental and vision insurance and other eligible costs, with the understanding that if a third-party administrator is retained, any service or administration fees will be employee costs and with the added condition that the Finance Department can accommodate implementation without additional administrative burden. The City retains the right to select and change the third-party administrator as necessary.

ARTICLE 17 - PERS RETIREMENT

- A. Classic Employees (As defined by the PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 and SUBSEQUENT AMENDMENTS TO THE ACT)

The City shall maintain its contract with PERS for retirement benefits to be calculated on the 2.5% at 55 formula for current unit members. The employee portion of PERS is presently 8%, of which the employee pays 100% as it may from time to time exist, and the City will pay 0%.

As soon as practical following City Council approval of the 2011-2013 MOU, the City amended its PERS contract to provide for the 2% at 60 benefit formula with final three years compensation, which shall apply to all "Classic" miscellaneous employees hired on and after the effective date of said contract amendment.

B. New Members (As defined by the PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 and SUBSEQUENT AMENDMENTS TO THE ACT)

The California Public Employees' Pension Reform Act (PEPRA,) as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of the 2013-2015 MOU. Any provision in this MOU which contradicts any provision of PEPRA shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be deemed to impair any provision of this MOU, the 2013-2015 MOU or any MOU, Agreement, Rule or Regulation predating the 2013-2015 MOU.

Unit members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code § 7522.30)

Unit members who are "new members" (miscellaneous employees) on and after January 1, 2013, shall be enrolled in the PEPRA-provided for 2% @ 62 retirement formula (Government Code § 7522.20).

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Government Code § 7522.32.)

ARTICLE 18 - PERS CONTRACT AMENDMENTS

Any provision of Article 17 that is contrary to any provision of the Public Employees' Pension Reform Act of 2013, as the Act from time to time exists, shall be deemed invalid as to "new members" as defined by the PEPRA.

- A. City agrees to maintain contract with PERS to include Section 21024, "Military Service Credit as Public Service".
- B. City to maintain contract with PERS to retain "single-highest year retirement compensation" formula (Retirement Law Section 20042) for unit employees hired prior to the provisions of paragraph two of Article 16 above. (This provision does not apply to "new members" as defined by the PEPRA.)
- C. City to maintain contract with PERS to provide unused sick leave credit (Section 20965). This retirement formula modification was made in 1986 in consideration for dropping prior sick leave bonus paid upon retirement.

- D. 1959 Survivors Benefit Revision: The City will maintain its contract with PERS for the 1959 Survivors Benefits Program "increased" level (Level 2) at no additional cost to the employee. (The current standard level monthly employee cost is \$2.00 and will remain an employee cost.)
- E. Section 21551 (formerly Section 21237), as of January 1, 2000, automatically covers a spouse of a deceased local member who has remarried. If, at some future time, the City amends its contract with PERS to include Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance), the City will include Section 21635 (formerly Section 21266) allowing a surviving spouse to continue to receive benefits after remarriage.

ARTICLE 19 - VACATION LEAVE ACCUMULATION

Employees will stop accruing vacation leave if they have more than 160 working hours of vacation leave accumulated at the first pay period that ends in January. Only under abnormal or special situations may more than this amount be carried over and then only with the consent of the Department Head and City Manager. An example of an "abnormal or special situation" would be if the employee sought, and received prior approval, for extended vacation leave for an unusually long pre-planned vacation in Europe or where, due to the work demands of his/her department the employee was not allowed to take requested vacation time during that year.

ARTICLE 20 - VACATION LEAVE SCHEDULE

- A. All eligible full-time employees with a job classification within the bargaining unit covered by this Agreement shall accrue vacation in accordance with the schedule below, which shows the number of hours of vacation **accrual possible** relative to completed years of service. "Initial hire" is the most recent date of hire into a full-time position with the City of Glendora.

Vacation Leave Schedule	Days of Vacation Per Year	Accrual Rate Per Pay Period
Initial Hire through completion of 5 years	13	4.00
After 5 years (Start of Year 6)	14	4.31
After 6 years (Start of Year 7)	15	4.62
After 7 years (Start of Year 8)	16	4.92
After 8 years (Start of Year 9)	17	5.23
After 9 years (Start of Year 10)	18	5.54
After 10 years (Start of Year 11 and through End of Year 12)	19	5.85
After 12 years (Start of Year 13 and through End of Year 15)	20	6.15
After 15 years (Start of Year 16 and Beyond)	21	6.46

- B. Department supervisors will endeavor to review and process all AFSCME Employees' vacation leave requests in a timely fashion so as to serve the needs of the department and the interests of the employee.

ARTICLE 21 - HOLIDAYS

The following twelve (12) holidays shall be equivalent to a regularly scheduled work shift:

New Year's Eve Day	Labor Day
New Year's Day	Veterans' Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents' Day	Friday following Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

Two (2) floating holidays will be included in the annual holiday schedule, subject to supervisory approval of scheduling. Floating holidays must be used by the last pay period with a June pay date of each City fiscal year. Floating holidays that are unused by the final June pay date will be paid out to the employee.

Holidays which fall on a Saturday will be observed on the preceding Friday. Holidays that fall on a Sunday will be observed on the following Monday. Employees required to work on a holiday (either the actual day or the day on which a holiday is observed) shall receive, in addition to regular compensation, one floating holiday for each holiday worked, which shall be taken by the end of the current fiscal year. Any such additional floating holidays which are not taken by the end of the fiscal year will be paid out to the employee.

Employees normally scheduled to work on a City-paid holiday, but who are on approved paid time off on the holiday, shall receive holiday pay in lieu of using their accrued paid time off.

ARTICLE 22 - SICK LEAVE ACCRUAL

Sick leave for full-time employees is accumulated on a biweekly basis at the rate of 3.69 hours per pay period on an unlimited basis. All other employees accrue paid sick time in accordance with City policy and applicable law.

ARTICLE 23 - BEREAVEMENT LEAVE

If there is a death in the immediate family, including grandparents, great-grandparents, grandparents-in-law and great-grandparents-in-law, as defined under Section 10.8 of the Personnel Rules, a full-time employee (including Probationary employees) shall be allowed to use up to 5 days (i.e., 40 hours) of

bereavement leave. In the event that the deceased family member's place of residence or the interment service is more than a 500-mile radius from Glendora, two additional bereavement leave days (i.e., 16 hours), will be allowed.

ARTICLE 24 - PERSONAL EMERGENCY AND FAMILY ILLNESS LEAVE

Part A: Full-time employees may, upon their request and with department head pre-approval, use up to four (4) days (i.e., 32 hours) of sick leave as "Personal Emergency Leave" per 12-month period commencing the first pay period with a January pay date. Personal emergency leave may include such situations as lawyers and doctors' appointments, driver license renewal, home repair appointments, domestic situations not involving family illnesses, and business appointments which normally cannot be done at other non-work times. It shall not be used to extend vacation time.

Part B: (Family Illness Leave). Subject to the provisions of this MOU, the City Personnel Rules, and Section 233 of the California Labor Code, employees may use up to one-half (currently 48 hours) of their annually accrued paid sick time every year to attend to the illness of a family member as defined under applicable law.

ARTICLE 25 - JURY DUTY

Full-time employees who are called to jury service during their regularly scheduled work period shall be encouraged to perform this civic responsibility and shall be excused from work and shall receive regular compensation during, and up to a maximum of ten calendar jury service days (whole or partial day = one day), pursuant to Section 10.7 of the City Personnel Rules.

In the event an employee is impaneled on a jury case prior to the completion of ten days service, regular compensation will be paid for the duration of that case not to exceed an additional ten days.

ARTICLE 26 - MEDICARE DEDUCTION

Employees hired by the City of Glendora on after April 1, 1986, must participate in Medicare with the appropriate amount deducted from wages.

ARTICLE 27 - MILEAGE REIMBURSEMENT

Vehicle mileage reimbursement shall be made at the same rate as approved by the IRS effective January 1 each year for the authorized use of a personal vehicle on City business. This does not apply to employees designated and receiving a fixed monthly vehicle allowance from the City or who are provided with a City-owned vehicle for business purposes.

Employees receiving a fixed monthly vehicle allowance, or who use their personal vehicle on City business and receive mileage reimbursement, shall obtain and maintain personal vehicle insurance as required by California law and said employee's insurance shall be "primary". Once annually, these employees shall provide their department head with evidence (such as an insurance identification card), that their personal vehicle is insured to at least the minimum level required by state law. Employees by doing so do not waive any sections of the State Government, Insurance or Vehicle Codes that may relate to driving while employed.

ARTICLE 28 - VEHICLE ALLOWANCE

A \$200.00 monthly vehicle allowance is provided to Plans Examiners.

ARTICLE 29 - TEMPORARY ASSIGNMENT COMPENSATION

A temporary increase shall be given to all employees in the AFSCME Bargaining Unit, who have been temporarily assigned to a higher-level position. The temporarily-assigned employee will be compensated at Step 1 of the higher-level position or receive a five percent (5%) increase, whichever is greater. The temporary placement is at the discretion of the department head and the pay increase shall be effective beginning the first full workday of each assignment; provided, however, that such temporary increase shall not be given in the case of vacation relief.

An employee who has been temporarily assigned to a higher-level position for six (6) months during any consecutive 12-month period shall be promoted to the higher-level classification where: a) there is no incumbent; b) where the assigned employee meets the minimum qualifications; and c) it is a budgeted vacant position. Vacancy assessment and any resulting reorganization may impact position qualifications but shall not be used for the purposes of avoiding promotion. Should there be multiple employees qualifying for an acting assignment, it may be made on a rotating basis, but shall not be rotated for the purpose of avoiding compensation under this section.

ARTICLE 30 - TUITION REIMBURSEMENT

All employees, except first time probationary employees, shall be eligible for the tuition reimbursement program, subject to the availability of budgeted funds, and must be for courses of study or training taken at an accredited California college or university, and directly related to the job or in preparation for future promotions within the City, subject to the limitations and provisions as described below:

All course work must be personally attended by the employee at an accredited California college or university, or a non-profit California institution of

higher learning. With the advance approval of the Department Head and the City Manager, on-line courses of instruction offered by a California community college or a California State College or University may be substituted in lieu of personal attendance in a classroom.

Each eligible employee shall obtain approval from their department head and the Human Resources Director for the requested course of study a minimum of two weeks prior to enrollment. Advance approval must be obtained for place of education, course of study, time of completion and a total estimated cost to the City for the course or courses anticipated. Re-approval must be obtained for each change in course or place of education. Maximum costs for tuition and required class materials and books taken each year under this program shall be reimbursed for actual out-of-pocket costs incurred, based on the current cost of one academic year's undergraduate tuition (or portion thereof), at Cal Poly Pomona California Resident rate. (Refer to annual State University Fee Schedule adopted by the Board of Trustees). The maximum reimbursement for required class materials and books shall not exceed \$200.00 per semester. The City, for the purposes of maximum reimbursement to employees, will view the academic year as September through August and will reimburse tuition at an amount not to exceed the cost of an academic year for 6.1 or more undergraduate units taken at Cal Poly Pomona, as shown on the State University Fee Schedule.

Tuition reimbursement eligibility shall apply only to expenditures at State of California accredited community colleges and universities, or at State of California accredited private not for profit institutions. On-line or other home-study courses and institutions shall not be eligible for reimbursement unless they are offered by accredited California colleges and universities.

Once the reimbursement request is approved, the employee shall be reimbursed by the City, upon successful course completion and upon submittal of verified receipts of pre-payment by the employee of all costs related to the program. Costs that may be considered for reimbursement include tuition, books and other educational material as may be reasonably required with the proviso that any monies received from the subsequent sale of textbooks or materials previously paid for by the City, shall be returned to the City, or the employee shall provide proof by written declaration that the books and materials will be retained by the employee.

In order to receive reimbursement from the City for the course of study, the employee must complete the course with a minimum "C" (or passing "credit" for classes without letter grades) for each class taken that is subject to reimbursement consideration.

If the employee voluntarily terminates employment with the City within one year after completion of their reimbursed course of study, the employee shall be required to repay to the City all sums reimbursed to them expended for the educational program during the one year prior to their voluntary termination. The terminating employee will receive credit on the basis of one-twelfth (1/12) of the

reimbursed cost each month that they worked for the City after completion of the course.

ARTICLE 31 - EMPLOYEE ASSISTANCE PLAN

City will maintain the current Employee Assistance Plan and supervisor training. Selection of the provider and administration of the plan will continue to be at discretion of City.

ARTICLE 32 - RESIDENCY REQUIREMENT

In order to provide an adequate response in the event of a natural disaster, major civil disobedience, or other City needs, any employee hired by the City to fill an employment position on or after July 1, 1997, must have and maintain a permanent primary (i.e. 51% or more of the time) residence within sixty-five (65) miles or less of the Glendora City Hall.

ARTICLE 33 - CITY RIGHTS

It is understood that all rights, powers and authority possessed by the City prior to the execution of the Agreement are retained by the City and remain exclusively and without limitation within the rights of the City. Such rights include, but are not limited to, determinations as to appropriate levels of service; consideration of the merits, necessity or organization of any service; determining the missions of its constituent departments; setting standards of service; determining staffing requirements; assigning and approving overtime; determining the procedures and standard of selection for employment and promotion; directing its employees; contracting for any work or operation; determining the number and location of work stations; determining employee performance standards including but not limited to, quality and quantity standards; determining the methods, means and personnel by which government operations are to be conducted; determining the content of job classifications; taking disciplinary action up to and including discharge for cause; relieving employees from duty because of lack of work or other economic reasons; taking all necessary actions to carry out its missions in emergencies, including the determination of whether or not an emergency exists; exercising control and discretion over its organization and the technology of performing its work, and establishing reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services.

ARTICLE 34 - NO STRIKE

- A. It is agreed and understood that there will be no concerted strike, sympathy strike, work stoppage, slow-down, obstructive picketing, or concerted refusal or failure to fully and faithfully perform job functions and

responsibilities, or other concerted interference with the operations of the City by the Bargaining Unit or by its officers, agents, or members during the term of this Agreement. Compliance with the request of other labor organizations to engage in such activities is included in the prohibition.

- B. The Bargaining Unit recognizes the duty and obligation of its representatives to comply with the provisions of the Agreement and to make every effort toward inducing its members not to strike or participate in a sympathy strike, work stoppage, slow-down, or obstructive picketing. The Association agrees in good faith to actively take affirmative action to cause those employees to cease such action.
- C. It is agreed and understood that any employee concertedly violating this article may be subject to disciplinary action up to and including discharge.
- D. The expiration or violation of this Agreement shall not prejudice the City's right to assert the illegality of any such activities mentioned above if engaged in by the Bargaining Unit or employees.

ARTICLE 35 - BARGAINING UNIT LITERATURE

Pursuant to Assembly Bill ("AB") No. 119, signed by the Governor on June 27, 2017, the parties hereto agree to the terms and conditions set below:

1. AFSCME will be allowed up to twenty (20) minutes with each new employee orientation session to talk to new Unit members and to explain the rights and benefits under the M.O.U. AFSCME will be given notice of a new employee onboarding session at least ten (10) days prior to the session.
2. "New employee orientation" shall mean and be understood by the parties as the onboarding process of a newly hired, promoted, demoted, or transferred Glendora City employee, whether in person, online, or through other means or media, in which newly hired Glendora City employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters. "Newly hired employees" includes employees being hired to a permanent, temporary, full-time, part-time, promoted, demoted, transferred or seasonal position.
3. Within the earlier of 30 days after the date of hire or by the first pay period of the month following the hire of each newly hired Glendora City employee, the City will provide AFSCME with an electronic copy of the name, home address, personal email address, employee number, classification title, pay rate, work location, work phone number, hire date, birthdate, ethnicity, gender, and personal cell phone number of all new employees within 30 days of hire, and the City will provide AFSCME with an electronic copy of the same information above for all employees at least every 120 days.

4. AB 119 Employee Disclosure form will be agreed upon by both parties.

ARTICLE 36 - PREGNANCY LEAVE

City shall provide employee pregnancy leaves for eligible employees as required by state and federal law.

ARTICLE 37 - TRAINING AND TRAVEL

AFSCME employees assigned to training will attend, and travel to the training, on-duty whenever possible by administratively adjusting their regular work shift(s) accordingly and with manager approval. AFSCME employees will not be required to use their accrued paid time off to attend, or travel to, training assigned by the department.

AFSCME employees assigned to training off-duty will receive hour for hour overtime for time actually spent in training. AFSCME employees will receive one-hour minimum travel time and hour for hour thereafter for additional time spent traveling to and from training, if the AFSCME employee's work hours cannot be adjusted to cover travel to and from training.

AFSCME employees who request to participate in non-assigned training are subject to the discretionary approval of the Chief of Police or their Department Head for compensation.

ARTICLE 38 - JOB SHARING

Two employees, with the advance approval of the Department Head and the City Manager, may share one full-time position on a fifty-fifty basis. The salary and all benefits of such approved job-sharing arrangements shall be allocated on a fifty-fifty basis between the two employees. The City shall not incur any additional costs in salary and/or benefits as a consequence of the job sharing arrangements and the sharing of benefits is subject to any policies or rules of the benefit provider.

The determination of the schedule worked (both days and hours) shall be approved by the Department Head. Once the schedule is agreed upon, the employees may not modify the schedule without the approval of the Department Head.

Prior to commencement of the job sharing arrangement, both employees shall enter into a written agreement with the Department Head setting forth the specifics of salary, benefits, work hours and other related benefits.

The job sharing arrangement may be revoked at any time by the Department Head in the event the Department Head determines the job sharing arrangement is not in the best interests of the City. The decision to revoke, as well

as the decision to deny, a job sharing arrangement is not subject to the grievance procedure or any other appeal procedure.

ARTICLE 39 - TRAINING PAY

The City has the sole and exclusive right to determine which non-sworn police employees, and how many employees, are eligible to receive training pay of \$100.00 per month. Training pay shall be paid only during those pay periods during which an employee is actually designated as the trainer.

ARTICLE 40 - DISCIPLINE AND GRIEVANCE

- A. Minor Discipline: Employees from this bargaining group subjected to “minor discipline” of suspension of 2 days or less, a performance evaluation, or written reprimand, may meet one-on-one with their Department Head to discuss the matter. The affected employee shall be allowed to exercise an employee’s option to secure representation for the meeting process. The Department Head’s decision shall be final, whether verbal or written.
- B. Group/Bargaining Unit Grievance: A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly within fifteen (15) working days after authorized representatives of the employee organization knew or by reasonable diligence should have known of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth in Rule 11 of the Personnel Rules.

- C. Section 11.1 of the City Personnel Rules shall be amended to read as follows: Matters subject to grievance procedures. Any alleged violations(s) of the Personnel Rules or adopted MOU, except matters subject to Rule 9.0, shall be considered to be a matter subject to review through the grievance procedure.
- D. Section 9.7.7 and Section 9.7.8 of the City Personnel Rules dealing with disciplinary appeal hearing procedures, shall be inapplicable to this bargaining unit and replaced by the procedures contained in attached Exhibit B.

- E. Section 11.4 of the City Personnel Rules dealing with grievance appeal procedures, shall be inapplicable to this bargaining unit. The Advisory Arbitration process set forth in the Amendments to Rule 9 contained in attached Exhibit B, shall be utilized if the employee does not agree with the decision reached by the Department Head. It is expressly agreed and understood that the burden of proof, and the burden of going forward with the evidence, rests with the grievant(s) rather than the City.

ARTICLE 41 - RETIREE MEDICAL INSURANCE CONTRIBUTION

The City pays the current minimum employer contribution for retiree medical insurance as required by the Public Employees' Medical and Hospital Care Act (PEMHCA). Effective January 1, 2017, the City will increase the employer contribution to pay a total of \$200 per month towards the cost of any City designated PERS retiree medical plan.

In recognition of increased medical Insurance costs for retirees, in addition to the employer contribution described above, a supplemental reimbursement payment will be paid to members who retire directly from their employment with the City of Glendora by taking a regular service retirement, and drawing a retirement allowance, provided the member has a minimum of 20 years of service as a Glendora City employee, and at the time of retirement, has a minimum balance of 1,000 hours of accumulated sick leave. If a retiree ceases drawing a retirement allowance (by reinstatement to the PERS system), this payment shall cease forever and will not be reestablished upon a future retirement. This benefit shall also cease upon the death of the retiree and the retiree's survivors shall receive no further benefit under this provision.

Any member retiring after July 1, 2000, shall be eligible for a supplemental medical insurance reimbursement payment of \$100.00 per month, paid quarterly, to age 65. Payment will only be made upon submittal of evidence satisfactory to the City of medical insurance coverage and costs actually incurred by the retiree during the period claimed for reimbursement. The quarterly payments shall be subject to withholding tax and other deductions required by law.

If at any time the retiree changes from a normal service retirement to disability retirement, all supplemental payments shall cease and previously paid amounts shall be returned to the City within a specified time. At the time of retirement, the employee must sign a written agreement containing these terms and conditions prior to the commencement of supplemental payments.

ARTICLE 42 - BILINGUAL PAY

The City has the sole and exclusive right to determine which employees, and how many employees, are eligible to receive bilingual pay of \$150.00 per month. Designated employees will be required to speak and/or write fluent Spanish or other languages as designated by the City based on community needs.

The City shall administer a competency test to certify fluency in the designated language. Such certification shall be a condition prior to qualifying for bilingual pay.

ARTICLE 43 - PUBLIC WORKS CERTIFICATES

Unit members in the Public Works Department who obtain a Public Works Certificate issued by Citrus College (or an equivalent institution) shall receive a one-time payment of \$80.00 for each certificate obtained (up to a maximum of two certificates). The City will not compensate employees for certificates which are, or become, minimum qualifications for the employee's job classifications.

ARTICLE 44 - WATER CERTIFICATES

The City shall provide Water Certification Pay for eligible employees in the following classifications who obtain a California State Water Certificates beyond what is required by the employee's classification:

- Water Utility Worker II
- Water Production Operator II
- Water Utility Leadworker

Eligible employees shall receive \$80 monthly, paid in biweekly installments (over 26 pay periods per year), for certification above what is minimally required for the employee's classification and shall be limited to a maximum of two (2) certificates (maximum of \$160 monthly). The City will not compensate employees for water certificates which are, or become, minimum qualifications for the employee's job classification.

ARTICLE 45- WELDING CERTIFICATION PAY

The City shall provide Welding Certification Pay in the amount of \$200 monthly, paid in biweekly installments (over 26 pay periods per year), for eligible employees in the following designated classifications:

- Maintenance Worker
- Maintenance Leadworker
- Mechanic
- Water Utility Worker I/II
- Water Utility Leadworker

The number of employees required to perform welding tasks during the normal course and scope of their duties, and therefore eligible to receive this certification pay, is at the discretion of the City. The number of employees selected shall not be subject to appeal or the grievance procedure.

To be eligible for **Welding Certification Pay**, the employee must be designated by the City to perform welding duties and must possess and maintain all required certifications as per the official City class specification.

Welding Certification Pay shall be terminated upon removal of such duties from the assignment, upon leaving a designated classification and/or upon loss of required certification.

ARTICLE 46- TRAINEE APPOINTMENTS

A trainee appointment is an underfill appointment to a regular position made from an appropriate eligible list for a lower classification (one with a lower maximum rate of pay) and is for the prescribed period as provided for in the City class specification. An employee appointed to a trainee classification must qualify for the higher classification or be terminated; promotional requirements are outlined in the City class specification.

During the period of trainee appointment, the trainee shall be in an at-will status and an incumbent cannot attain permanent status in any designated trainee classification. Appointments to each higher classification within the series are subject to probationary period requirements as provided for in the Personnel Rules.

A promotion from the trainee classification to the first regular classification in the series in which the employee can attain regular status (e.g., following successful completion of the probationary period), shall be considered the initial appointment to the City, and follow probationary period requirements for initial appointments.

The City shall follow the Personnel Rules concerning any City employees who have attained regular status in another classification prior to appointment to a trainee classification, and who are not successful during the training period or a subsequent promotional probationary period within the series.

ARTICLE 47 - COURT APPEARANCE

(Minimum: 1-hour travel plus actual court time)

This Article applies to employees who are required during off duty time to make an appearance in court at the request or instruction of the City of Glendora. It is the responsibility of each employee to inform their supervisor of the actual time involved to make such court appearances. It is not necessary for the off-duty employee to start from the police department and/ or other city facility or to return to a city facility immediately upon leaving court.

ARTICLE 48 - MEAL RECEIPTS

Business-related travel expenses and meal reimbursement shall be in the amount allowed by and subject to the conditions of City of Glendora Administrative Policy No. 3.08 as adopted December 1, 1998, or as later amended. No meal receipts shall be required from the employee requesting reimbursement, unless receipts are required by a third-party funding agency or unless the expense exceeds the Per Diem amount allowed by City policy. If meal reimbursement is deemed taxable income, the employee shall pay the tax, if any.

Commuter lunch for training purposes shall be that amount which is reimbursed by POST (currently \$8.00). For POST or other authorized related off-site training, which requires an overnight stay, per diem meal reimbursement shall not exceed \$45.00 per day calculated in the amounts of \$9.00 breakfast, \$11.00 lunch and \$25.00 dinner. No meal receipts are required for per diem meals. Any meals provided by the hotel or training conference, not including continental breakfast, which are included in the registration or hotel fee, will be deducted from the per diem. If meal reimbursement is deemed taxable income, the employee shall pay the tax, if any.

ARTICLE 49 - EMPLOYEE RELEASE TIME

For meet and confer issues with management, City agrees to grant paid employee release time for up to five regular committee members and one alternate to attend scheduled bargaining or negotiating sessions. This paid time includes one half-hour release time at the beginning and at the end of each session for preparation. The alternate member shall only be released to attend a bargaining session when a "regular" member has indicated they are unable to attend. No employee shall receive overtime compensation for time spent in the meet and confer process. No more than two employees from the same division may serve on a committee.

ARTICLE 50 - WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT

Except as provided herein, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours and terms and conditions of employment specifically provided for in the Memorandum of Understanding.

ARTICLE 51 - REOPENER ON PERFORMANCE STANDARDS AND CONTRACTING OUT OF WORK

During the term of this Agreement, the City of Glendora has and retains the exclusive right to set performance standards for all positions in the bargaining unit.

The City also has and retains the exclusive right to contract out work currently performed by positions in the bargaining unit. Any such decision shall be preceded by a 60-day notice given to the bargaining unit which shall then be given an opportunity to meet and confer with the City on the implementation and impact of such a decision. City will consider displaced employees for existing vacancies provided employee is qualified and meets the competitive standard for the position.

The exercise of this reopener provision shall not be subject to any internal grievance or appeal process, PERB proceeding, and/or court action, and the obligation to meet and confer does not require the parties to utilize mediation or fact finding as part of the impasse process.

ARTICLE 52 - SAVINGS CLAUSE

If any part or provision of the Memorandum of Understanding is held to be invalid or unenforceable by any tribunal of competent jurisdiction, such determination shall not affect the validity of the remainder of this Memorandum of Understanding.

ARTICLE 53 – FMLA POLICY

The City shall provide family and medical care leave for eligible employees as required by state and federal law.

ARTICLE 54 – PERSONNEL RULE 4.5(2)

A unit member shall be eligible for salary step 2 (i.e., B) upon completion of twelve (12) months of employment and for continued satisfactory and efficient service and continued improvement in the effective performance of the duties of the position. All remaining personnel rule conditions precedent to advancement to salary step 2 (i.e., B) shall remain unchanged.

ARTICLE 55 – ALTERNATIVE WORK SCHEDULE

Alternative work schedules may be provided to AFSCME employees. The City's intent regarding the alternative work schedules is to consider employee requests for such schedules whenever operationally feasible and to permit employees currently on such alternative work schedules to remain on their approved work schedule. Operational needs of the department will affect scheduling decisions, and may necessitate the end of such schedules.

Available alternative work schedules may include the 9/80, 4/10, 3/12, variants; along with the traditional 5/8 schedule. Employees on alternative schedules will accrue paid time off based on the number of hours they work per workweek, in the same manner as do employees working a 5/8 schedule.

Approved time off taken will be charged based on the schedule worked (e.g. 10 hours of vacation charged for each vacation day on a 4/10 schedule).

Approval of any alternative schedules will be determined by the department head with the approval of the City Manager. Such requests shall not be unreasonably denied. Every effort shall be made to honor alternative work schedules for those employees currently on them. Any movement of employees to and from AWS shall be done in accordance with applicable Personnel Rules, Administrative Policies and or Procedures.

ARTICLE 56 – PROMOTIONS

For position vacancies within the bargaining unit, the City shall consider all qualified employee applicants. Initial screening of internal candidates will be for minimum qualifications only; external candidates may be screened for additional highly desired criteria. Overall, the City will select the applicant who, in the City's judgement and discretion, is best qualified by virtue of skills, abilities, experience and other qualifications as defined in the job descriptions and/or outlined in the City's posting for the vacancy. The City reserves the right to hire the most qualified candidate for any position, whether an internal or external candidate.

The parties hereto have caused this Memorandum of Understanding to be executed this 14th day of February 2023.

CITY OF GLENDORA

Dated: Feb 15, 2023 | 9:58 AM PST

DocuSigned by:
By: Adam Raymond
Adam Raymond
City Manager

Dated: Feb 8, 2023 | 10:38 AM PST

DocuSigned by:
By: Marie Ricci
Marie Ricci
Director, Administration & Finance

American Federation State County
Municipal Employees, Local 3915

Dated: Feb 8, 2023 | 10:25 AM PST

DocuSigned by:
By: Luis Schmidt
Luis Schmidt
Business Representative
AFSCME District Council 36

EXHIBIT A - AFSCME EMPLOYEES

Accountant
Accounting Technician
Assistant/Associate Planner
Building Inspector
Building Technician
Civil Engineering Assistant
Community Preservation Officer
Community Services Coordinator
Community Services Officer
Construction Inspector
Digital Media Specialist
Digital Media Technician
Jailer
Librarian I/II
Library Technician
Maintenance Leadworker
Maintenance Worker
Mechanic
Office Assistant
Payroll Accountant
Planning Technician
Plans Examiner
Police Officer Trainee
Police Records Specialist
Police Service Representative I/II
Registered Associate Civil Engineer
Senior Accountant
Senior Accounting Technician
Senior Digital Media Specialist
Senior Library Technician
Senior Maintenance Worker
Senior Office Assistant
Water Conservation Officer
Water Production Lead Operator
Water Production Operator I/II
Water Utility Leadworker
28

Water Utility Worker I/II
Water Utility Trainee

EXHIBIT B - THIRD PARTY ADVISORY PROCESS FOR DISCIPLINARY APPEALS

The "third party" advisory process is the step between the Department Director's action and the City Manager's final decision. In the Department Director's notice of final disciplinary action (which should be served by certified mail or personal delivery) shall be a statement which clearly informs the employee that he/she has the right, within ten (10) working days after receipt of the response, to request the next level of appeal. The day the employee receives the Department Director's final notice shall not count as one of the ten (10) days.

The employee's request for the next level of appeal must be addressed to the Personnel Director and received in the Personnel Office so that same is date stamped by the Personnel Office within the ten-day period.

If, within the ten-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the Department Director shall be considered conclusive and shall take effect as prescribed. If within the ten-day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Personnel Director, an appeal hearing shall be established as follows:

- a) If a single third party hearing officer cannot be agreed upon by the Personnel Director and the employee's representative (or employee alone if unrepresented), the American Arbitration Association shall be requested to submit a list of seven (7) persons qualified to act as arbiters to the City and the employee. Within ten (10) days following receipt of the list of arbiters, the parties shall meet to select the arbiter. The parties shall alternately strike one (1) name from the list of arbiters (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the arbiter.
- b) Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the Personnel Director. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time and place of hearing.
- c) All hearings shall be private, however, the arbiter shall, at the request of the employee, open the hearing to the public.

- d) Subpoenas and subpoenas duces tecums pertaining to a hearing shall be issued at the request of either party, not less than five (5) working days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the arbiter.
- e) The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions, and irrelevant and unduly repetitious evidence shall be excluded. The arbiter shall not be bound by technical rules of evidence. The arbiter shall rule on the admission or exclusion of evidence.
- f) Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, employee/employer representative) mutually agree that same is not necessary. In the event that both parties mutually agree that a court reporter is not necessary, the hearing shall be electronically recorded. If either party requests a transcript of the electronic recording, the City shall have the recording transcribed by a court reporter.
- g) The hearing shall proceed in the following order, unless the arbiter, for special reason, otherwise directs:
 - (1) The party imposing discipline shall be permitted to make an opening statement;
 - (2) The appealing party shall then be permitted to make an opening statement;
 - (3) The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;

- (4) The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 - (5) The parties may then, in order, respectively offer rebutting evidence only, unless the arbiter for good reason, permits them to offer evidence upon their original case;
 - (6) Closing arguments shall be permitted and written briefs may be permitted at the discretion of the arbiter.
- h) The arbiter shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the arbiter, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The arbiter, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The arbiter shall render his/her written judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions. The opinion shall be advisory only.
- i) The arbiter may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting or modifying the disciplinary action invoked against the employee. He/she may not recommend for discipline more stringent than that invoked by the Department Director.

The arbiter's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and the Personnel Director, and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the arbiter's recommendation, the opinion shall set forth the recommended date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

- j) Within thirty (30) days of the receipt of the arbiter's findings and recommendation, and transcript (if requested), whichever date is later, the City Manager shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the arbiter. Prior to making a decision which modifies or rejects the recommendation of the arbiter, the City Manager shall order and read

the transcript of the Third Party Advisory Process. Prior to making a decision which supports the arbiter, the City Manager may order and read the subject transcript, at his/her option. The City Manager shall not conduct a de novo hearing. The City Manager may, at his/her option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Manager shall be final and conclusive. Copies of the City Manager's decision, including the arbiter's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.

Each party shall bear equally the cost of facilities, fees and expenses of the arbiter, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled arbitration, thereby resulting in a fee charged by the arbiter or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.

- k) In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Manager, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was suspended from duty pending hearing before and decision by the City Manager, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.
- l) The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

EXHIBIT C – SALARY SCHEDULE**CITY OF GLENDORA
AFSCME SALARY SCHEDULE
SALARY SCHEDULE EFFECTIVE JULY 11, 2023**

Revised 12/13/2022

				MONTHLY				
▼	POSITION TITLE	▼ Class	▼ Range	▼ Step 1	▼ Step 2	▼ Step 3	▼ Step 4	▼ Step 5
1	OFFICE ASSISTANT	3002	4	3,419.00	3,590.00	3,770.00	3,959.00	4,157.00
2	POLICE RECORDS SPECIALIST	3306	8	3,774.00	3,963.00	4,161.00	4,369.00	4,587.00
3	SENIOR OFFICE ASSISTANT	3001	8	3,774.00	3,963.00	4,161.00	4,369.00	4,587.00
4	LIBRARY TECHNICIAN	3604	9	3,868.00	4,061.00	4,264.00	4,477.00	4,701.00
5	ACCOUNTING TECHNICIAN	3203	9	3,868.00	4,061.00	4,264.00	4,477.00	4,701.00
6	WATER UTILITY WORKER TRAINEE	3530	9	3,868.00	4,061.00	4,264.00	4,477.00	4,701.00
7	MAINTENANCE WORKER	3007	10	3,965.00	4,163.00	4,371.00	4,590.00	4,820.00
8	SENIOR LIBRARY TECHNICIAN	3606	12	4,166.00	4,374.00	4,593.00	4,823.00	5,064.00
9	COMMUNITY SERVICES OFFICER	3311	13	4,270.00	4,484.00	4,708.00	4,943.00	5,190.00
10	BUILDING TECHNICIAN	3503	14	4,377.00	4,596.00	4,826.00	5,067.00	5,320.00
11	COMMUNITY SERVICES COORDINATOR	3706	14	4,377.00	4,596.00	4,826.00	5,067.00	5,320.00
12	JAILER	3310	14	4,377.00	4,596.00	4,826.00	5,067.00	5,320.00
13	SENIOR ACCOUNTING TECHNICIAN	3201	14	4,377.00	4,596.00	4,826.00	5,067.00	5,320.00
14	SENIOR MAINTENANCE WORKER	3006	14	4,377.00	4,596.00	4,826.00	5,067.00	5,320.00
15	PLANNING TECHNICIAN	3407	15	4,486.00	4,710.00	4,946.00	5,193.00	5,453.00
16	WATER UTILITY WORKER I	3531	15	4,486.00	4,710.00	4,946.00	5,193.00	5,453.00
17	ENGINEERING TECHNICIAN	3507	16	4,598.00	4,828.00	5,069.00	5,322.00	5,588.00
18	MECHANIC	3511	16	4,598.00	4,828.00	5,069.00	5,322.00	5,588.00
19	POLICE SERVICE REPRESENTATIVE I	3304	16	4,598.00	4,828.00	5,069.00	5,322.00	5,588.00
20	WATER CONSERVATION OFFICER	3524	18	4,831.00	5,073.00	5,327.00	5,593.00	5,873.00
21	WATER PRODUCTION OPERATOR I	3534	18	4,831.00	5,073.00	5,327.00	5,593.00	5,873.00
22	MAINTENANCE LEAD WORKER	3005	19	4,952.00	5,200.00	5,460.00	5,733.00	6,020.00
23	WATER UTILITY WORKER II	3532	20	5,076.00	5,330.00	5,597.00	5,877.00	6,171.00
24	COMMUNITY PRESERVATION OFFICER	3307	21	5,203.00	5,463.00	5,736.00	6,023.00	6,324.00
25	DIGITAL MEDIA TECHNICIAN	3707	21	5,203.00	5,463.00	5,736.00	6,023.00	6,324.00
26	POLICE OFFICER TRAINEE	3302	21	5,203.00	5,463.00	5,736.00	6,023.00	6,324.00
27	SENIOR COMMUNITY SERVICES OFFICER	3312	21	5,203.00	5,463.00	5,736.00	6,023.00	6,324.00
28	LIBRARIAN I	3602	22	5,333.00	5,600.00	5,880.00	6,174.00	6,483.00
29	WATER PRODUCTION OPERATOR II	3535	22	5,333.00	5,600.00	5,880.00	6,174.00	6,483.00
30	ACCOUNTANT	3202	23	5,466.00	5,739.00	6,026.00	6,327.00	6,643.00
31	PAYROLL ACCOUNTANT	3206	23	5,466.00	5,739.00	6,026.00	6,327.00	6,643.00
32	ASSISTANT PLANNER	3401	24	5,603.00	5,883.00	6,177.00	6,486.00	6,810.00
33	BUILDING INSPECTOR	3502	24	5,603.00	5,883.00	6,177.00	6,486.00	6,810.00
34	CIVIL ENGINEERING ASSISTANT	3505	24	5,603.00	5,883.00	6,177.00	6,486.00	6,810.00
35	POLICE SERVICE REPRESENTATIVE II	3309	24	5,603.00	5,883.00	6,177.00	6,486.00	6,810.00
36	WATER UTILITY LEADWORKER	3533	24	5,603.00	5,883.00	6,177.00	6,486.00	6,810.00
37	CONSTRUCTION INSPECTOR	3506	25	5,743.00	6,030.00	6,332.00	6,649.00	6,981.00
38	WATER PRODUCTION LEAD OPERATOR	3535	26	5,887.00	6,181.00	6,490.00	6,815.00	7,156.00
39	DIGITAL MEDIA SPECIALIST	3205	28	6,185.00	6,494.00	6,819.00	7,160.00	7,518.00
40	LIBRARIAN II	3603	28	6,185.00	6,494.00	6,819.00	7,160.00	7,518.00
41	ASSOCIATE PLANNER	3405	29	6,340.00	6,657.00	6,990.00	7,340.00	7,707.00
42	SENIOR ACCOUNTANT	3204	29	6,340.00	6,657.00	6,990.00	7,340.00	7,707.00
43	PLANS EXAMINER	3520	30	6,499.00	6,824.00	7,165.00	7,523.00	7,899.00
44	SENIOR DIGITAL MEDIA SPECIALIST	3207	34	7,174.00	7,533.00	7,910.00	8,306.00	8,721.00
45	REGISTERED ASSOCIATE CIVIL ENGINEER	3523	35	7,353.00	7,721.00	8,107.00	8,512.00	8,938.00