

MEMORANDUM OF UNDERSTANDING BETWEEN THE GLENDORA MANAGEMENT ASSOCIATION AND THE CITY OF GLENDORA

JANUARY 1, 2023 - DECEMBER 31, 2025

Approved by the Glendora City Council on December 14, 2022

Resolution No. CC 2022-65

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MEMORANDUM OF UNDERSTANDING BETWEEN

THE GLENDORA MANAGEMENT ASSOCIATION AND THE CITY OF GLENDORA (January 1, 2023 – December 31, 2025)

ARTICLE 1 - PURPOSE

Representatives of the Glendora Management Association-GMA ("Association") 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 the 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 Glendora Management Association as the certified bargaining representative for the members of the Association listed in Exhibit C.

ARTICLE 3 – TERM

The term of this Memorandum of Understanding ("MOU") shall commence on January 1, 2023, which is deemed the "effective date" of the MOU, and shall conclude on December 31, 2025, 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.

If either party wishes to negotiate a successor MOU, it shall serve notice on the other no later than six (6) months prior to the expiration of this Agreement. If such notice is timely served, such negotiations shall begin no later than four (4) months prior to such expiration.

ARTICLE 4 – CITY FACILITIES

The Association 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 Association meetings to interview and/or to endorse political candidates will be held within the Glendora City Hall building, including the City Council Chambers. Association may book and use other City facilities subject to

the required facility use and insurance rules, and City will waive any applicable rental fees.

<u>ARTICLE 5 – NEW EMPLOYEE ORIENTATION</u>

To implement Assembly Bill ("AB") No. 119, signed by the Governor on June 27, 2017, [NOTE: Revised to add the full year.] the Parties agree:

- a) Association representative(s) will be allowed up to twenty (20) minutes during each new employee orientation session to talk to new employees eligible to be members of the Association and to explain the rights and benefits under the MOU. Association representative(s) will be given notice of new employee onboarding session at least ten (10) calendar days prior to the session.
- b) "New Employee Orientation" shall mean and be understood by the Parties as the onboarding process of a newly hired, promoted, demoted, or transferred City employee(s), whether in person, online, or through other means or media, in which newly hired, promoted, demoted, or transferred City employees are (1) within a job classification that is a part of the bargaining unit covered by this Agreement and (2) are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- c) By no later than 30 days after the date of hire of each newly hired City employee(s) within a job classification that is a part of the bargaining unit covered by this Agreement, City will provide Association representative(s) 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. City will further provide Association representatives(s) with an electronic copy of the same information above for all employees eligible to be members of Association at least every 120 days.

ARTICLE 6 – DUES DEDUCTION

Upon written authorization by each Member of the Association ("Member"), the City shall, on behalf of the Association, deduct monthly Association dues from the authorizing Member's salary. The Glendora Management Association 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 7 – WAGES

All full-time employees within a job classification that is a part of the bargaining unit covered by this Agreement and who is on the payroll as of the date of the adoption by the City Council of this MOU are eligible to receive a single lump-sum retention payment in the amount of one thousand five hundred dollars (\$1,500), not subject to CalPERS treatment as "special compensation". Payment shall be made by the first full pay period in February 2023.

- A. Effective the first payroll period commencing on or after July 1, 2023, base salaries shall be adjusted by the attached revised salary schedule.
- B. Effective the first payroll period commencing on or after July 1, 2024, base salaries shall be increased by 3.5%
- C. Effective the first payroll period commencing on or after July 1, 2025, base salaries shall be increased by 3.0%.

ARTICLE 8 – LONGEVITY PAY

A Longevity Pay benefit shall be paid, in additional to normal compensation, when a full-time employee within a job classification that is a 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

<u>ARTICLE 9 – ALTERNATIVE WORK SCHEDULE</u>

Alternative work schedules ("AWS") may be afforded to full-time employees within a job classification that is a part of the bargaining unit covered by this. It is City's intent whenever operationally feasible and subject to the sound and unfettered discretion of the relevant department head(s) to enable employees in the Bargaining Unit who are currently on AWS to remain on that work schedule. Available work schedules may include the 9/80, 4/10, 3/12, variants adapted to maintain operations; and the traditional 5/8 scheduling options. Employees on alternative schedules will accrue vacation, sick, and other accrued paid time off based on their hours worked. Utilization of such accrued time

off will be charged based on the schedule worked (e.g. 10 hours of vacation charged for each vacation day used by an employee on a 4/10 schedule).

Whether an employee is permitted to work an AWS will be determined by the relevant department head(s) with the approval of the City Manager, within their unfettered discretion, provided approval of working an AWS shall not be unreasonably denied. Any movement of employees in the Bargaining Unit represented by Association to and from an AWS shall be done in accordance with applicable Personnel Rules, Administrative Policies and or Procedures.

<u>ARTICLE 10 – OVERTIME AND COMPENSATORY TIME</u>

A. The following job classification within this bargaining unit covered by this Agreement shall be deemed "Not Exempt," and, accordingly, overtime or compensatory time shall accrue pursuant to City Council Resolution No. 85-119 and applicable law. Compensatory time may be accrued up to a maximum of 50 hours.

Administrative Assistant.

- B. All other job classification within this bargaining unit covered by this Agreement not listed above are EXEMPT positions under FLSA and do not accrue overtime.
- C. In reference to the court decision of *Abshire vs County of Kern*, 908 F.2d 483 (9th Cir. 1990), the City of Glendora has never had a policy of "docking" exempt employees' paychecks for absences of less than one day when there was not sufficient accrued leave time on account. Subject to any court decision or forthcoming federal or state employment regulation, the all Exempt positions are subject to the following:

Short-term absences for less than a day for personal reasons require advance approval of a supervisor or Department Head. Violation as to abuse of this policy is grounds for discipline. Absences of less than one day may be charged as personal emergency leave, sick time, or as administrative time as determined by the Department Head and City Manager. In the event that there is insufficient accrued paid time on account, or if approval by the Department Head is denied, absences of less than one day for personal reasons will be charged to "a negative leave balance account" which will then be deducted from accrued vacation time as it accumulates.

ARTICLE 11 - ON CALL AND CALL BACK PAY

On-Call and Call-Out Compensation are intended to recognize that exempt employees may be required to return to duty to perform work during non-work hours to maintain functioning of vital services and critical infrastructure, such as the water system, on a 24-hour basis. The following job classifications within the bargaining unit covered

by this Agreement may be required to perform work during non-work hours and are eligible under this provision for On-Call and/or Call-Back Compensation in accordance with the Sections A and B:

- Water Utility Supervisor
- Water Production Supervisor

The City reserves the right to utilize this provision for other classifications not listed above based upon business needs.

A. On-Call Compensation

On-Call pay is designed to compensate designated exempt employees for being required to be available to return to work with limited notice. Assignment and approval of On-Call shall be at the discretion of the City based upon business needs.

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

Designated employees assigned to On-Call shall have sufficient working knowledge, skills and abilities to address the unscheduled matter. On-Call duty will generally be for a consecutive 7-day period. Designated employees shall not receive On-Call pay during work hours, meal/break periods, or during periods where the employee is taking paid time off.

A designated employee who becomes ill or has an emergency preventing them from carrying out their On-Call shall be responsible to immediately notify their supervisor or manager. Prior to returning to scheduled On-Call after an unscheduled break, the employee must first notify their supervisor or manager to determine if they will resume such duty.

B. Call-Out Compensation

A designated employee required to return to work during non-work hours (e.g., days off, weekend, holidays, nights, etc.) after completing their normal work shift and having left a designated worksite shall be eligible for Call-Out pay under the following conditions:

- 1. The employee must be designated by the City as eligible for Call-Out duty and compensation in advance of the event occurring.
- 2. If the designated employee is called out and required physically to return to a designated work location, the employee shall receive a minimum of two (2) hours of straight time compensation, regardless of whether the employee actually works less than two (2) hours, and for actual time worked, at straight time, for time exceeding the minimum two (2) hours, in half hour increments as follows:

Actual Time Worked	Compensable Time
1-30 minutes	30 Minutes
31-60 Minutes	1 Hour

Multiple callouts will not be considered separate callouts if they occur within the same two-hour minimum period. That is, any subsequent callouts occurring within the initial two (2) hour minimum period shall be considered part of the continuous working time included in the initial minimum two (2) hours.

- 3. If the designated employee is able to respond to the matter by a method which does not require the employee physically to return to a designated work location, the employee shall receive straight time pay for time actually worked, in half hour increments as in the chart under item #2.
- 4. This provision shall not apply to the following full-time employees withing a job classification within the bargaining unit covered by this Agreement: 1) any non-exempt employees; 2) any exempt employees not specifically designated and approved for Call-Out pay in advance of the Call-Out; 3) any exempt employee whose normal work shift has been extended prior to their leaving the; or 4) any exempt employee who is called to report to work within one (1) hour of the start of their normal work shift.

<u>ARTICLE 12 – FLEXIBLE BENEFIT PLAN/HEALTH INSURANCE</u>

A. <u>Health, Dental, Vision, and Long-Term Disability Insurance</u>

- (1) Medical Insurance
 - (a) <u>Plans Offered:</u> The City will contract with Fire Districts Association of California Employment Benefits Authority to provide coverage under a Joint Powers Authority Agreement (JPA). Annuitants may participate at their cost subject to regulations.
 - (b) <u>Circumstances Under Which an Employee May Opt Out of City Coverage</u>: 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 cash out the flexible benefit amount

described in Section B below as long as they provide proof of enrollment in an alternative group health plan.

- (2) <u>Dental Insurance</u>: 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) <u>Vision Insurance</u>: 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).
- (4) <u>Disability Insurance:</u> It is mandatory for full-time employees with a job classification within the bargaining unit covered by this Agreement to participate in the City's disability insurance program, which includes both short-term and long-term disability coverage. The City agrees to pay one-half (1/2) of the premium for the disability insurance program for all employees in this group. Such employee(s) is/are responsible for the balance of the premium and may pay the premium from the employee's Flexible Benefit Plan.
 - a) Short Term Disability Insurance. Short-term disability insurance plan benefit coverage shall include a provision for a seven (7) consecutive calendar day waiting period from the first day of disability before benefits begin. Benefits shall be sixty percent (60%) of base salary up to a maximum of \$1,847 per week. Benefits terminate when the employee is no longer disabled or after receiving ninety (90) days of benefits, at which time the employee would be eligible for long-term disability benefits if still medically disabled, subject to carrier requirements.
 - b) Long Term Disability Insurance. The long-term disability insurance plan benefit coverage shall be sixty percent (60%) of monthly salary, up to a maximum of \$11,000 per month and may continue until Social Security Normal Retirement Age (SSNRA) if still medically disabled, subject to carrier requirements.
 - c) Integration of leave balances (e.g., sick, vacation, etc.), either partially or fully is allowed.

B. Flexible Benefits

(1) <u>Flexible Benefit Amount</u>: Beginning January 1, 2023, the Flexible Benefit amount shall be \$1,300 per month. Beginning January 1, 2024, the Flexible Benefit amount shall be \$1,400 per month.

- a) Any and all amounts in excess of \$1,000 per month shall not be convertible to cash (cash out)
- (2) <u>Allocation of Flexible Benefit Amounts:</u> 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 in addition to the Employer Contribution (defined in Section A(1)(a) above). To the extent any premium exceeds the aggregate amount of the Employer Contribution plus any flexible benefit amount the employee may direct toward premiums, 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. If the premium exceeds the flexible benefit amount the employee will pay the additional cost.
 - (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 may receive cash payment of the flexible benefit amount as set forth in Section B, subsections (1) and (2) above, up to a maximum of \$1,000, 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 shall be made as a direct payment 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.
 - (f) Employees may purchase, with excess Flexible Benefit Plan funds, up to an additional five days of vacation at their salary rate in effect at the time vacation days are purchased.

ARTICLE 13 – 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 \$100,000 (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 14 – 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. If a third-party administrator is retained for this purpose, then any service or administration fees will be employee costs and with the added condition that the Administrative Services Department can accommodate implementation without additional administrative burden. City retains the right to select and change the third-party administrator as necessary.

<u>ARTICLE 15 – PERS RETIREMENT</u>

The City of Glendora has a three-tier retirement plan as follows:

<u>Tier 1</u>

2.5% at 55 formula for employees hired on or before April 30, 2012.

The employee pays 100% of the mandated CalPERS employee contribution, which is eight percent (8%) of compensation.

Tier 2

2% at 60 formula for employees hired May 1-December 21, 2012, and for employees hired on or after January 1, 2013, who are considered "Classic Employees" by CalPERS under PEPRA.

The employee pays 100% of the mandated CalPERS employee contribution, which is seven percent (7%) of compensation.

Tier 3

2% at 62 formula for employees hired on or after January 1, 2013, who meet the definition of a "New Member" under PEPRA.

The employee pays 100% of the mandated CalPERS employee contribution, which is equal to 50% of the Employer's normal cost as calculated annually by CalPERS. (The current mandated Employee contribution is 6.25% of compensation.)

ARTICLE 16 - PERS CONTRACT AMENDMENTS

- 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 Tier 1 employees (2.5% at 55 formula).

Tier 2 employees (2% at 60 formula) and Tier 3 employees (2% at 62 formula) are subject to a "final compensation" determination based on the highest average annual compensation earnable by a PERS member during the three consecutive years of employment immediately preceding the effective date of the Member's retirement.

- 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 and will remain an employee cost.)
- E. Section 21237 is now Section 21551 and, 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 17 – RETIREE MEDICAL PLAN CONTRIBUTION

The City will continue to contribute an amount equal to the PEMCHA minimum towards the cost of any City-designated PERS retiree medical plan. Additionally, the City will continue to honor the Surviving Spouse benefit offered with CalPERS Medical Plans as identified in Government Code § 21572.

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 15 years of service as a Glendora City employee, and at the time of retirement, has a minimum balance of 500 hours of accumulated sick leave. If a retiree cease 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 June 29, 1998, shall be eligible for a supplemental medical insurance reimbursement payment of up to \$100 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. 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 18 – 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 situation" would be if the employee sought, and received prior approval, 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.

When an employee has reached the maximum permitted 160 hours of accrued vacation leave, and the employee and department head agree that, because of the employee's work load, a vacation would interfere with that employee's ability to complete an assignment or project, the department head may recommend to the City Manager, approval of converting up to 40 hours of vacation time to cash provided that, during that calendar year, the employee has taken at least 40 hours of vacation. The decision on whether vacation time or cash conversion may be taken shall be exclusively that of the City of Glendora. Other than in these unusual circumstances, accrued vacation time is not paid out except upon separation of employment.

ARTICLE 19 – VACATION LEAVE SCHEDULE

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 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.

Years of Service	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 through end of Year 12)	19	5.85
After 12 years (Start of Year 13 through end of Year 15)	20	6.15
After 15 years (Start of Year 16 and Beyond)	21	6.46

ARTICLE 20 – HOLIDAYS

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

New Year's Eve 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, which must be used prior to the end of the last pay period with a June pay date. Any floating holidays not used prior to the end date will be paid out.

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 or else paid out to the employee. Employees normally scheduled to work on an identified holiday, but who are on approved paid time off, shall receive holiday pay in lieu of their accrued paid time off.

<u>ARTICLE 21 – ADMINISTRATIVE LEAVE</u>

All "Exempt" classifications will receive 40 hours of paid Administrative Leave each fiscal year. Starting the first pay period in July, the 40 hours must be used by the end of the last pay period with a June pay date. If any paid administrative leave is unused by the end date, it will be paid out to the employee.

<u>ARTICLE 22 – SICK LEAVE ACCRUAL</u>

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, and "designated person" as defined under Section 10.8 of the Personnel Rules. Any 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, one additional paid day bereavement leave (i.e., 8 hours), will be allowed.

ARTICLE 24 – PREGNANCY LEAVE

City shall administer employee pregnancy leaves in accordance with attached Policy, Exhibit A.

<u>ARTICLE 25 – PERSONAL EMERGENCY AND FAMILY ILLNESS LEAVE</u>

Part A: Full-time employees may, upon their request and with Department Head pre-approval, use up to five (5) days (i.e., 40 hours) of sick leave as "Personal Emergency Leave" per 12-month period commencing the first pay period with a January pay date. Personal 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 be used to extend vacation time.

Part B: (California Family Sick Leave) Section 233 of the California Labor Code allows for employees may use up to one-half of their annually accrued paid sick time to attend to the illness of a family member as defined under this law.

ARTICLE 26 – FMLA POLICY

In accordance with City Administrative Policy 6.11 FMLA, when an employee with a job classification within the bargaining unit covered by this Agreement is eligible for and requests FMLA leave, or when the City acquires knowledge that an employee's leave is for an FMLA qualifying reason, the City shall require the employee to use applicable paid accrued leave concurrently with FMLA qualifying leave, to the extent permitted by law. However, the City shall not require employees to use sick leave when leave is taken for an ill family member.

ARTICLE 27 – 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 (10) 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 28 – MEDICARE DEDUCTION

Employees hired after April 1, 1986, will have the amount as specified by law (currently 1.45%) deducted from their salary for Medicare. (City pays a matching amount).

<u>ARTICLE 29 – MILEAGE REIMBURSEMENT</u>

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 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 30 – VEHICLE ALLOWANCE

The City will provide a monthly vehicle allowance of \$300 for those employees covered by this Agreement who use their personal vehicle for City business on a regular basis, and upon the recommendation of the Department Director and approval by the City Manager, whose decisions regarding vehicle allowance shall be final and not subject to grievance or appeal.

ARTICLE 31 – TEMPORARY ASSIGNMENT COMPENSATION

- a) An interim increase shall be afforded to all employees covered by this Agreement, who have been temporarily assigned to a higher-level position. Such employee will be compensated at Step 1 of the higher level position, or receive a five (5%) increase, whichever is greater. Such interim placement shall be, in the exercise of the City's management rights, at the unfettered discretion of the relevant department head(s) 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.
- b) An employee covered by this Agreement, who has been assigned on an interim basis to a higher level position for six (6) months during any consecutive 12-month period, shall be promoted to the higher level classification where: (i) there is no incumbent in the position; (ii) the assigned employee meets the minimum qualifications of the relevant position; and (iii) the relevant position 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 purposes of avoiding compensation under this section.

ARTICLE 32 – PROMOTIONS

For position vacancies within the bargaining unit covered by this Agreement, 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 judgment and unfettered discretion, is best qualified by virtue of skills, abilities, experience and other qualifications as defined in the job description 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.

Career Promotions provide for flexibility for employees covered by this Agreement to perform assignments at varying levels of responsibility and difficulty depending on the City's needs and the employee's capabilities. A Career Promotion allows for management-approved promotion of an employee to the next level in a series without need of a recruitment process when high-level duties within the series have been assigned to the employee as part of a natural career growth and aptitude. Career Promotions may only be done within specific job series where Career Promotion is specifically identified.

- A. Career Promotions may be made when the following eligibility criteria is met:
 - Management has, in its sole discretion, determined that need for work at the higher level exists and is necessary and available on an ongoing basis.

- 2. An eligible employee has demonstrated the ability to perform at the next level in the series; this can be accomplished by a completed performance evaluation with an overall rating of at least Meets Standards on higher-level work assignments and which provides demonstrable examples of the higher-level work performed at or above standards over the review period.
- 3. An eligible employee meets all minimum eligibility requirements as outlined for the next level in the job series.
- 4. Management recommends and approves of the Career Promotion.
- B. Employees eligible for a Career Promotion who are recommended by their immediate supervisor and approved and recommended by the Department Head as capable of satisfactorily performing at the next higher level will require final approval of the City Manager. Once all review and approvals are obtained, the promotion to the next level will be effective on the first pay period after such certification takes place.
- C. An employee is not eligible for a Career Promotion if any job performance rating, either overall or on an individual performance factor, is not "Meet Standards" or above.

ARTICLE 33 – TUITION REIMBURSEMENT

All regularly appointed full time Glendora Management Association Unit employees who have passed their initial probation shall be eligible for the tuition reimbursement program. To be eligible for reimbursement consideration [by whom?], the courses of study or specialized training must be taken at an Accredited College or University, shall be directly related to the employee's current occupation or related to preparation for future promotions within the City, and are subject to the limitations and provisions as described below:

All course work must be personally attended by the employee at an Accredited community college, college or university. With the approval of the Department Head and the Human Resources Director, on-line courses of instruction offered by a community college or 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 courses of study a minimum of two weeks prior to enrollment. Approval must be obtained for place of education, course of study, and time of completion. Reapproval must be obtained for each change in course or place of education. The City, for the purposes of reimbursement to employees, will view the academic year as September through August and will reimburse the actual cost of tuition in an amount not to exceed \$6,200 per academic year for eligible employees who obtain approval in accordance with the above process. Such eligible employees are also eligible to request reimbursement of up to \$500 towards course required books at approved

programs, laboratory fees, and other related educational materials directly correlating to the approved course(s).

Coursework as described herein must be completed at a college or university accredited by the Western Association of Schools and Colleges (WASC) or one of the equivalent Regional Accrediting Organizations.

[The employee shall be reimbursed by the City, upon successful completion of approved courses and upon submittal of verified receipts of pre-payment by the employee of all costs related to the program. The tuition reimbursement form and required back-up documentation must be submitted to Human Resources within sixty (60) calendar days of the completion of the approved course(s) and of receiving final grade(s).

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.

If the employee voluntarily terminates employment with the City within one year after completion of course of study, the employee shall be required to repay to the City all tuition reimbursement provided to them by the City for the educational program during the one year prior to termination, except that they will receive credit on the basis of one-twelfth (1/12) of the tuition reimbursement cost for each month that the employee worked after completion of the course.

ARTICLE 34 – WATER CERTIFICATION PAY

The City shall provide Water Certification Pay for eligible employees covered by this Agreement in the Public Works Departments classifications who obtain California State Water Certificates beyond what is required by the employee's classification.

Eligible employees shall receive \$50 monthly, paid in biweekly installments (over 26 pay periods per year), for certifications above what is minimally required for the employee's classification and shall be limited to a maximum of two (2) certificates (maximum of \$100 monthly). The City will not compensate employees for water certificates which are, or become, minimum qualifications for the employee's job classification.

<u>ARTICLE 35 – EMPLOYEE ASSISTANCE PLAN (EAP)</u>

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. Current provider: Community Action EAP.

ARTICLE 36 – PHYSICALS

Where specific circumstances warrant, the City Manager may authorize a management physical by the City's designated physician no more often than once every other year. Costs to be processed through employee's health insurance and the balance submitted to the City for reimbursement.

<u>ARTICLE 37 – PROFESSIONAL DUES</u>

Employees of this Group are compensated for organizational dues and conference attendance on a budgeted basis with recommendation of the Department Director and approval of the City Manager.

ARTICLE 38 – 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 represented positions 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 39 – 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 or operational 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 40 - EMPLOYEE RELEASE TIME

For meet and confer issues with management, City agrees to grant paid employee release time for up to four regular committee members and one alternate to attend scheduled bargaining or negotiating sessions including 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. Overtime will not be authorized for the meet and confer process. No more than two employees from the same department may serve on a committee.

<u>ARTICLE 41 – DISCIPLINE AND GRIEVANCE</u>

- A. <u>Minor Discipline</u>: Employees from this bargaining group subjected to "minor discipline" of, e.g., a suspension of 3 days or less or a written reprimand, or a performance evaluation, may meet one-on-one with the City Manager to discuss the matter. No one else is to be present and this meeting will not be conducted as an evidentiary hearing and does not constitute an appeal hearing. The City Manager's decision shall be final, regardless of whether the decision is issued orally or in writing.
- B. <u>Group/Association Grievance</u>: 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.

Any group grievance is 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 violation(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 42 – 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, whether or not covered by the Memorandum of Understanding or in the negotiations leading thereto, and whether or not such matters were discussed or were even within contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding, except as provided herein. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.

ARTICLE 43 – SAVINGS CLAUSE

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

ARTICLE 44 – 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.

The parties hereto have caused this Memorandum of Understanding to be executed this 13th day of December, 2022.

Dated: Dec 20, 2022 | 11:19 AM PSBy: Llam Raymond Docusigned by: | Dated: Dec 19, 2022 | 11:41 AM PSBy: Marie Ricci, Administrative Services Director | Dated: Dec 19, 2022 | 11:39 AM PSBy: Elvia Dominguez, GMA President Chief Bargaining Representative

EXHIBIT A

CITY OF GLENDORA PREGNANCY DISABILITY LEAVE (PDL) SUMMARY

- 1. If the need for PDL is foreseeable, an employee must give the City 30 days advance oral notice of the date the leave will begin and the estimated date for returning to work (Government Code 12945(b)2; 2 Cal. Code Regs. Section 7291.10(a)(2).
- 2. PDL for a normal pregnancy, childbirth or related medical conditions is six weeks; however, a pregnant employee is entitled to take up to four months of PDL while she is disabled (per a doctor's certification) by pregnancy, childbirth or related medical conditions, including the prenatal period (Government Code Section 12945(b)(1) and (2); 2 Cal. Code Regs. Section 7291.2(g).
- 3. The City will start the 12-week Family Medical Leave Act (FMLA) period at the beginning of the PDL, and require the employee to use accrued vacation and sick leave during the period of "serious health condition" which includes the prenatal period. (See No. 5).
- 4. At the expiration of all of the employee's accrued leave, if the employee still requires PDL time off for a serious health condition or related medical conditions or has requested to use California Family Right Act (CFRA) leave (see No. 6), then the employee must file a written request to the City Manager asking for a leave of absence without pay for the balance of her requested leave.
- 5. The City is responsible for maintaining the employee's health benefits during the 12 week FMLA leave unless the employee is using accrued leave time. If the employee uses her accrued leave during FMLA, then the cost of health benefits is included as part of the employee's regular benefits. If the employee is still medically disabled during the fourth month of PDL (weeks 13-16), then health benefit costs must be paid by the employee.
- 6. At the end of the PDL, the employee may request 12 weeks of CFRA leave for bonding and/or family care. If the employee has used all her accrued leave and is on a leave of absence without pay, then the health benefit costs must be paid by the employee.
- 7. The difference between FMLA Leave and CFRA does **not** cover the period of prenatal, pregnancy and delivery recovery, but FMLA **does** cover these periods. CFRA covers up to 12 weeks for bonding and/or family care during the succeeding 12-month period after birth. CFRA also does not require the employer to pay the employee's health benefits, so the health benefit costs must be paid by the employee.

Summary: PDL for a normal pregnancy, childbirth or related medical condition is six (6) weeks and may continue until the employee's doctor states that the employee is no longer disabled and can return to work; however, PDL may not exceed 4 months. The City will designate the first 12 weeks of PDL as FMLA leave. At the end of the initial six-week presumptive PDL period, a doctor's certification of the employee's disability must be submitted to the City. Thereafter, a new doctor's certification will be required every four weeks until the conclusion of the PDL. Anytime during the 12-month period after the birth of the child, the employee may request to take up to 12 weeks of CFRA leave for bonding and/or family care.

Maximum amount of time employee may be off: 28 weeks

16 weeks PDL (first 12 weeks also designated as FMLA leave)

12 weeks CFRA leave

28 weeks total

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 they have the right, within ten (10) working days after receipt of the final action, to request the next level of an 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 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.

EXHIBIT B (continued)

THIRD PARTY ADVISORY PROCESS FOR DISCIPLINARY APPEALS

- 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 that witness to testify; and to rebut the evidence against him/her. If the respondent does not testify in on 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:

EXHIBIT B (continued)

THIRD PARTY ADVISORY PROCESS FOR DISCIPLINARY APPEALS

- (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 and 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 opinion with findings of fact and conclusions as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. 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 issued against the employee. He/she may not recommend discipline more severe than that imposed by the Department Director.

The arbiter's written opinion, and recommendations 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

EXHIBIT B (continued)

THIRD PARTY ADVISORY PROCESS FOR DISCIPLINARY APPEALS

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 the decision which modifies or rejects the recommendation of 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 computer at his/her then base hourly rate.
- I) The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

EXHIBIT C

Glendora Management Association

Accounting Manager	Recreation Superintendent
Administrative Assistant	Recreation Supervisor
Assistant Director – Finance	Risk Management Administrator
Assistant Director - Human Resources	Senior Human Resources Analyst
Assistant Public Works Director	Senior Librarian
Building Official	Senior Management Analyst
City Clerk Specialist	Senior Planner
City Planner	Support Services Manager (Library)
Deputy City Clerk/Records Manager	Support Services Supervisor (Police)
Economic Development & Housing Manager	Transportation Manager
Equipment Maintenance Supervisor	Water Division Manager
Executive Assistant	Water Production Supervisor
Facilities Maintenance Supervisor	Water Utility Supervisor
Human Resources Analyst	
Human Resources Technician	
Human Services Superintendent	
Information Systems Technology Supervisor	
Information Technology Project Manager	
Landscape Supervisor	
Library Services Manager	
Management Aide	
Management Analyst	
Office Coordinator	
Parks Supervisor	
Police Records Supervisor	
Principal Civil Engineer	
Purchasing Coordinator	
PW Maintenance & Operations Supervisor	

RESOLUTION CC 2022-65

A RESOLUTION OF THE CITY COUNCIL APPROVING THE 2023-2025 MEMORANDUM OF UNDERSTANDING AGREEMENT WITH THE GLENDORA MANAGEMENT ASSOCIATION

THE CITY COUNCIL City of Glendora, California

WHEREAS, the City of Glendora and the Glendora Management Association employees met and negotiated a 2023-2025 Memorandum of Understanding, which was voted upon and approved by the GMA membership.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves the 2023-25 MOU between the City of Glendora and the Glendora Management Association attached as Exhibit "A," and incorporated herein by this reference.

SECTION 2. The City of Glendora salary compensation schedule shall be amended to incorporate the salary and benefit changes listed in Section 1 above for all Glendora Management Association employees referenced herein above attached as Exhibit "B," and incorporated herein by this reference.

SECTION 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution, shall enter the same in the Book of Original Resolutions and that this resolution shall take effect and be in force on this date.

SECTION 4. The City Clerk is hereby directed to forward a copy of this resolution to Administrative Services Department.

APPROVED and PASSED this 13th day of December, 2022.

BY:

GARY BOYER

GARY BOYER

Mayor

City Council of Glendora, CA

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

WILLIAM W. WYNDER

City Attorney

CERTIFICATION

I, Kathleen R. Sessman, City Clerk/Communications Director of the City of Glendora, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Glendora at a regular meeting held on the 13th day of December, 2022, by the following vote:

AYES: COUNCIL MEMBERS: Allawos, Davis, Fredendall, Thompson, and Boyer.

NOES: COUNCIL MEMBERS: None. ABSENT: COUNCIL MEMBERS: None. ABSTAIN: COUNCIL MEMBERS: None.

Dated: December 14, 2022

Kathleen Sessman

KATHLEEN R. SESSMAN City Clerk/Communications Director

Resolution CC 2022-65