

RESOLUTION CC 2018-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, APPROVING THE 2017-2019 MEMORANDUM OF UNDERSTANDING AGREEMENT WITH THE GLENDORA POLICE OFFICERS' ASSOCIATION.

**THE CITY COUNCIL
City of Glendora, California**

THE CITY COUNCIL OF THE CITY OF GLENDORA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the representatives of the City of Glendora and the Glendora Police Officers' Association (POA) met and negotiated a 2017-2019 Memorandum of Understanding, which was voted upon and approved by the POA membership.

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

SECTION 1. That the City Council approves the 2017-2019 Memorandum of Understanding between the City of Glendora and the Glendora Police Officers' Association attached as Exhibit A.

SECTION 2. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution, shall enter the same into the Book of Original Resolutions and that this Resolution shall take effect and be in force on this date.

SECTION 3. The City Clerk is hereby directed to forward a copy of this Resolution to the Human Resources and Risk Management Director.

APPROVED and PASSED this 26th day of June, 2018.

City Council of Glendora, California

BY: 
MENDELL THOMPSON, Mayor

APPROVED AS TO FORM:
Aleshire & Wynder, LLC


WILLIAM W. WYNDER, City Attorney

CERTIFICATION

I, Kathleen R. Sessman, City Clerk 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 26th day of June, 2018, by the following vote:

AYES: COUNCIL MEMBERS: Allawos, Boyer, Davis and Thompson.
NOES: COUNCIL MEMBERS: Nelson.
ABSENT: COUNCIL MEMBERS: None.
ABSTAIN: COUNCIL MEMBERS: None.

Dated: June 27, 2018



KATHLEEN R. SESSMEN, City Clerk



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GLENDORA POLICE OFFICERS ASSOCIATION
AND
THE CITY OF GLENDORA

JULY 1, 2017 – JUNE 30, 2019

Approved by the Glendora City Council
on June 26, 2018

Resolution CC 2018-28

**GLENDORA POLICE OFFICERS ASSOCIATION
MEMORANDUM OF UNDERSTANDING
TWO YEAR TERM: JULY 1, 2017 – JUNE 30, 2019**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
GLENDDRA POLICE OFFICERS ASSOCIATION & THE CITY OF GLENDDRA
TWO YEAR TERM: JULY 1, 2017 — JUNE 30, 2019**

ARTICLE 1 - PURPOSE

It is the purpose of this Memorandum of Understanding to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered hereby which understanding the parties intend jointly to submit and recommend for approval and implementation to 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 Glendora Police Officers Association ("Association") as the certified bargaining representative for those employees in the classification of police officer.

ARTICLE 3 - NONDISCRIMINATION

- A. The Association and the City recognize and agree to protect the rights of all employees to join and/or participate in protected Association activities or to refrain from joining or participating in Association activities.
- B. The Association and the City agree that they shall not illegally discriminate against any employee because of race, color, sex, age, national origin, sexual orientation, political or religious opinions or affiliations and shall act affirmatively to accomplish equal employment opportunities for all employees. The Association and the City shall reopen any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal antidiscrimination laws.

ARTICLE 4 - 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 manning 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 5 - GLENDORA POLICE OFFICERS ASSOCIATION RIGHTS

It is understood and agreed that the Association has the right to:

- A. Represent unit members at meet and confer sessions with Management representatives regarding wages, hours, and other terms and conditions of employment as the certified bargaining representative.
- B. Inspect an employee's personnel file by appointment at a reasonable time, during normal business hours, provided the employee is present. The Association may not inspect background investigation material obtained from other employers upon which the hiring decision was made.
- C. Use 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 Police Department, or the Glendora City Hall building including the City Council chambers. Association may book and use other City facilities for such political purposes subject to the required facility use and insurance rules, and City will waive any applicable rental fees. However, Association meetings that are not utilized to interview and/or to endorse political candidates may be held at the Police Department, City Hall or other City facilities, subject to the facility use being pre-approved and availability, but without showing of insurance or payment of rental fees, unless rental fees are imposed upon the City for use of the facility. The Association shall pay any such rental fees.

ARTICLE 6 - TERM/EFFECTIVE DATE

The term of this Memorandum of Understanding (MOU) shall commence on July 1, 2017 and shall supersede any other agreement in effect at that time. This MOU shall expire and otherwise be fully terminated at 12 midnight on June 30, 2019.

ARTICLE 7 - NO STRIKE

- A. It is agreed and understood that there will be no concerted strike, sympathy strike, work stoppage, slowdown, 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 Association 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 Association 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, slowdown, 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 Association or employees.

ARTICLE 8 - HOURS

- A. Definitions
 - 1. The work period for employees covered by this MOU will be 160 hours in a 28 day work period as defined below:
 - a. Officers working patrol will work three (3) consecutive 12 1/3-hour days with some officers working four (4) 10-hour days. Officers working 12 1/3-hour days will be required to work one additional 12-hour day in the 28-day work period. Officers will be entitled to a meal break during duty hours.
 - b. If the above schedule fails to meet the needs of the department, the Chief of Police has the right to change the patrol schedule to one of the following: a team 3-12 schedule with some 4-10 hour shifts or a 4-10 schedule with some 5-8 hour shifts. An 8-hour day will be defined as 8

hours and 20 minutes, and officers working 8 hour 20 minute days will be compensated 4% for the additional 20 minutes worked. The Chief of Police will meet and confer with the Association prior to changing the schedule. Any changes in the schedule will not take place without a 30-day notice.

- c. Officers working in the Traffic Unit will work a 4-10 schedule.
- d. Officers working in the Detective Bureau will receive a 30 minute paid lunch period included in their assigned work day. They may also take another 30 minute meal break that is uncompensated.
- e. Officers working in any other unit will work 8, 9 or 10 hour days. Officers working these details may take up to an hour of uncompensated time for meal breaks.
- f. Disaster Shift Schedule: Patrol employees will be assigned 12 hours on/12 hours off. Some Officers may be assigned to overlap shifts of 8 or 10 hours as needed to properly staff and manage the emergency. This deployment will be discontinued once the disaster has been controlled and the City returns to normal operations.

2. Overtime increments

In compliance with FLSA, the minimum timekeeping interval shall be 15 minutes. Periods of time of seven (7) minutes or less shall be rounded down, and periods of time of eight (8) minutes or more shall be rounded up.

3. Compensatory Time

Compensatory time off, hereinafter referred to as "CTO", may be awarded in lieu of overtime pay in every category of overtime described in this order, except as provided.

B. Rules Governing Overtime

1. Supervisorial Authority

A supervisory officer shall have the authority to exercise control over a subordinate's work hours for the purpose of assuring adequate staffing to

meet Department needs. A supervisor may award CTO instead of paid overtime, provided that the supervisor shall notify the subordinate in advance and comply with the Fair Labor Standards Act.

2. Accumulation of CTO

No officer may accumulate more than **100 hours** of CTO. All time accumulated above 100 hours shall be compensated for by pay each pay period during the year. At the first pay period that begins in June, all CTO above 40 hours will be paid at the current rate of pay. Should the employee elect to retain a lesser amount of CTO carryover hours, he/she may do so by notifying the Finance Director.

C. Compensation Schedule

1. Time and One-Half Compensation

Officers shall be paid time and one-half their regular rate of pay for hours worked in excess of the regularly scheduled work shift as set forth herein.

a. Call-Out (Minimum: 2 hours)

A call-out occurs when officers are called to work by a supervisor, provided that the time worked does not immediately precede or follow a regularly scheduled shift.

b. Court Appearance

Officers required to make the following court appearances pursuant to a subpoena shall be compensated for a minimum of three (3) hours plus actual total additional time in excess of three (3) hours while in court and/or traveling. (For example, 1 hour of court appearance and 1 hour of travel, results in 3 hours of compensation. Three hours of court appearance and two hours of travel, results in five (5) hours of compensation.)

This applies to officers who are required to make an appearance in court in answer to a subpoena involving a criminal case, or to an administrative hearing involving the City of Glendora, where the employee is subpoenaed by the City or ordered by the City to attend. This "court appearance" provision shall also apply to employees subpoenaed to an administrative hearing by a City employee, but only in those instances where, in the sole discretion of the Chief of Police, there does not reasonably appear to be an abuse of process by the employee which reasonably appears to be related to creating inconvenience, overtime or other expenses to

the Department, unrelated to necessities for production of evidence at the hearing. It is the responsibility of each officer to inform his supervisor of the actual time involved. It is not necessary for off-duty officers to start from the police facility or to return to it immediately upon leaving court.

c. Parade/Civic Event Duty (Minimum: 2 hours)

This section applies to officers who are assigned to crowd or traffic control at parades or City sponsored events in the City of Glendora, regardless of whether such duty immediately precedes or follows a regularly assigned shift.

d. Extended Shift and Shift Shortage (Minimum: 1 hour)

Officers who are assigned to work either immediately before or after their regularly assigned shift are considered to have worked an extended shift.

e. Academy Instruction and Presentations (Minimum: 2 hours)

Off duty officers who teach a class at a Department-sponsored academy or who make crime prevention speeches or other public presentations shall be compensated at time and one-half.

f. Range Attendance (Minimum: 2 hours)

Officers are required to attend the range and shall attend during on-duty hours whenever possible. Officers may attend the range off-duty with prior supervisor approval. Officers who attend the range during their off-duty time with prior supervisor approval will receive overtime compensation.

g. Special Duty (Minimum: 3 hours)

Special Duty is when the City of Glendora, an organization or individual contracts and pays for police services such as sporting events, dances, special events, movie or television production, etc.

Special duty may not be taken as CTO. Special duty will be filled on a voluntary basis whenever possible; however, a supervisor shall have the authority to assign Officers as necessary to provide coverage.

h. Inspections (Minimum: 2 hours)

i. Field Training Officers Late Reports with Trainees (No minimum)

Field Training Officers who must remain with their trainees at the end of a regularly assigned shift as a result of an incident requiring a report or booking will be paid time as provided in 8-A-2.

j. Station Meetings, FTO Meetings (Minimum: 2 hours)

k. Training and Travel (No Minimum)

Officers assigned to training will attend and travel on-duty whenever possible by administratively adjusting their regular work shift(s) accordingly. Officers will not be required to use leave time to attend or travel to training assigned by the department.

Officers assigned to training off-duty will receive hour for hour overtime for time actually spent in training. If the training is off-site and outside of the Glendora City limits, Officers will receive one hour minimum travel time and hour for hour thereafter for additional time spent traveling to and from training, if the officer's work hours cannot be adjusted to cover travel to and from training.

Officers who request non-assigned training are subject to the discretionary approval of the Chief of Police for compensation.

l. Late Reports (No minimum)

Supervisors shall estimate the amount of time necessary for a skilled officer to complete a late report or booking, which occur at or near the end of the officer's assigned shift, and approve overtime for these duties on that basis. Barring unforeseen circumstances, an officer will only be compensated for this estimated time.

m. Background Investigations and Administrative Projects (No minimum)

Officers who are assigned to conduct background investigations or to complete other administrative projects.

n. Extradition

If extradition is conducted during the normal workweek, the Officer's hours will be adjusted whenever possible. If extradition duties are conducted off-duty, compensation will be hour for hour worked to a maximum of 12 hours per 24 hour day.

2. On-Call Compensation

See **Attachment A** for memorandum of clarification from Lieutenant Rob Lamborghini dated October 2, 2014 incorporated herein. **All CTO referred to in this memo will be at straight time.**

- a. Officers who have been subpoenaed into court on an "on-call" status shall receive two hours CTO for all time spent on-call prior to 12:30 p.m., and two hours CTO for all time spent on call after 12:30 p.m. Officers who are working any portion of the morning or afternoon when they are on-call shall not be eligible for on-call compensation.
- b. Officers who are designated as the investigator on-call for a week shall receive four hours pay for being on call each Saturday, Sunday, or holiday.

D. Days/Hours

Any reference to "day" in this or any other section of the MOU shall be changed to the hourly equivalent of eight (8) hours.

ARTICLE 9 — WAGES

- A. Effective retroactively to the full first payroll period commencing on or after July 1, 2017, base salaries shall be increased by 4.0%.

Effective the full first payroll period commencing on or after July 1, 2018, base salaries shall be increased by 4.0%.

All Association members on the City's payroll as of the date of adoption by the City Council of this Memorandum of Understanding are eligible to receive up to a maximum of two (2), off-schedule lump sum employee retention payments (not subject to CalPERS treatment as "special compensation"), as follows: one (1) payment in the amount of \$4,000 to be paid forty-five (45) after the date of adoption by the City Council of this MOU, and one (1) \$2,000 payment to all Association members on the City's payroll as of the first payroll period commencing on or after January 1, 2019.

- B. Any unit member hired after October 4, 2011, 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 10 – MEDICAL INSURANCE AND FLEXIBLE BENEFIT PLAN

- A. Health, Dental & Vision Insurance:

1. Medical Insurance

- a. Employer Contribution to Health Insurance: The City contributes and will continue to contribute a monthly amount equal to the Public Employees' Medical and Hospital Care Act (PEMHCA) minimum towards the cost of any City offered medical plan. The employer contribution amount is currently \$133 which amount shall be designated as the employee's contribution. This amount cannot be taken as cash or allocated for any purpose other than City offered medical insurance. Any Association member that opts out of the City offered medical insurance is not entitled to this amount.
- b. 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.
- c. 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 he or she opts 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 he/she is 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 is not entitled to the employer contribution referenced in subsection (a) above, but may use the flexible benefit amount as described in Section B below as long as he/she has 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 s/he is 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:

1. Flexible Benefit for Employees hired before January 1, 2018: Effective the first full payroll period commencing on or after July 1, 2018, the Association employees hired before January 1, 2018, are allotted a flexible benefit amount of

\$1,400 per month. This amount includes the Employer Contribution (defined in Section A(1)(a) above). With the exception of the Employer Contribution, this amount may be allocated as described in Section B(3) below. However, any amounts in excess of \$930 per month shall not be convertible to cash.

2. Flexible Benefit for Employees hired on or after January 1, 2018: Effective January 1, 2018, Association employees hired on or after January 1, 2018, are allotted a flexible benefit amount of \$1,400 per month. This amount includes the Employer Contribution (defined in Section A(1)(a) above). With the exception of the Employer Contribution, this flexible benefit amount may be allocated as described in Section B(3) below, subject to the following provision:
 - a. For Association employees hired on or after January 1, 2018, none of the flexible benefit amount in B(2), above, is convertible to cash as otherwise may be allowed in Section B(3), subsection (e) below, and none of the flexible benefit is eligible for deposit into a Deferred Compensation Plan as otherwise may be allowed in Section B(3), subsection (d), below.
3. Allocation of Flexible Benefit Amounts: The employee will designate how the flexible benefit amount (with the exception of the Employer Contribution) 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.
 - d. Employees hired before January 1, 2018 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 before January 1, 2018 may receive cash payment of the flexible benefit amount up to the dollar limit 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 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.

- 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.

ARTICLE 11 — RETIREMENT

A. Retirement Formula

1. The City of Glendora is a contracting agency of the State Public Employees Retirement System (CalPERS). Full-time Police Officers, unless otherwise exempted, become members immediately upon appointment. The City of Glendora has a three tier safety retirement plan as follows:

Tier 1

3% at 50 formula for employees hired on or before October 15, 2012.

The employee pays 100% of the mandated CalPERS member contribution, which is **nine percent (9%)** of compensation.

Tier 2

2% at 50 formula for employees hired after October 15, 2012 and for employees hired on or after January 1, 2013 who are considered "Classic Members" by CalPERS under PEPRA.

The employee pays 100% of the mandated CalPERS member contribution, which is **nine percent (9%)** of compensation.

Tier 3

2.7% at 57 formula for employees hired on or after January 1, 2013 that meet the definition of "New Member" under PEPRA.

The employee pays 100% of the mandated CalPERS member contribution, which is equal to 50% of the normal cost as calculated annually by CalPERS. (The current mandated member contribution is 12.25% of compensation.)

2. The City amended its contract with CalPERS, to become effective the first pay period beginning in July 2004, to add Section 21024, "Military Service Credit as Public Service. **Note:** Employee opting under Section 21024 is to be responsible for payment to CalPERS for any employee "catch up" contributions owed to CalPERS.

B. Unused Sick Leave Credit

The City shall contract with CalPERS to provide the unused sick leave credit (Section 20965).

C. Final Retirement Compensation

The City shall maintain contract with CalPERS to retain "single highest year retirement compensation" formula (Retirement law Section 20042) for **Tier 1** employees (3% at 50 formula).

Tier 2 employees (2% at 50 formula) and **Tier 3** employees (2.7% at 57 formula) are subject to a "final compensation" determination based on the highest average annual compensation earnable by a CalPERS member during the three consecutive years/"three highest years" (30 months) of employment immediately preceding the effective date of the member's retirement.

D. 1959 Survivor Benefit Program

The City shall contract with the CalPERS to provide 1959 survivor benefit coverage to the fourth level of coverage. The cost is paid by Police Officers to a maximum of \$5 per month.

E. Retiree Health Insurance

The City pays and will continue to pay the current minimum employer contribution for retiree medical insurance as required by PEMHCA 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 Officers who retire from their employment with the City of Glendora after September 16, 1996, by taking a regular service retirement in accordance with PERS and PEMHCA requirements, provided the officer has a minimum of 20 years of service as a California Peace Officer with a minimum of ten years of service as a Glendora Police Officer under the following terms and conditions.

The supplemental reimbursement payment will be for medical insurance premium costs incurred for the retiree, reimbursed quarterly upon submittal quarterly of proof of retiree incurred medical insurance coverage and costs of coverage, to age 65. Effective January 1, 2004, the City supplemental reimbursement will only be allowed for actual

out-of-pocket medical insurance premium expenses incurred by the covered retiree up to \$200 with proof of payment. For eligible retirees currently, or in the future, enrolled in one of the CalPERS authorized health plans and reported monthly to the City as enrolled, the City will waive the requirement for proof of coverage and automatically reimburse the retiree on a quarterly basis. The quarterly payments shall be subject to withholding tax and other deductions required by law. If the State and/or Federal governments enact legislation to require the employer to pay toward retiree's medical insurance an amount equal to or greater than the above supplemental payment, this payment shall cease. If such legislation requires the employer to pay a lesser amount, the supplemental payment shall be reduced by that amount.

Previous supplemental health insurance payments benefiting past retirees will not change (*i.e.*, Officers retiring from September 16, 1996 through August 31, 2002, will receive \$120 per month; Officers retiring after August 31, 2002 through December 30, 2003, will receive \$150 per month, all subject to the provisions above).

- F. The City will contract with CalPERS to include Sections 21266 and 21373 allowing surviving spouses to continue to receive benefits after remarriage.

All employee funding of employee retirement contributions shall be pursuant to Government Code section 20691.

ARTICLE 12 - LIFE INSURANCE

The City shall provide a one hundred thousand dollar (\$100,000) life insurance policy for each full-time employee represented by the Glendora Police Officers Association. The parties understand that all or part of the premium paid by the City for the increased life insurance coverage, are mandated by the I.R.S. as being taxable income to the employee.

ARTICLE 13 - HOLIDAYS

There shall be twelve (12) paid holidays for full-time employees covered by this Agreement. These holidays shall be:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day

Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

When a holiday falls on Saturday, the preceding Friday shall be observed, and when a holiday falls on a Sunday, the following Monday shall be observed for eligible employees such as non-patrol sworn personnel.

In lieu of such holidays, individuals assigned to patrol shall receive 3.69 hours "holiday pay" per pay period.

ARTICLE 14 - VACATION LEAVE

All eligible full-time employees earn vacation credits at the rate of eight (8) hours per month. After completion of five (5) years of service, sworn employees will receive longevity vacation hours credited as a fraction during each pay month. The schedule below shows the number of hours of vacation relative to years of service.

<u>Beginning of Year</u>	<u>Hours of Vacation</u>
6	120
7	128
8	136
9	144
10	152
13	160
16	168

ARTICLE 15 - VACATION LEAVE ACCUMULATION

Officers will stop accruing vacation leave if they have more than 120 working hours of vacation leave at the time of the first pay period that ends in January of each year. Only under special situations may more than 120 hours be carried over to the next calendar year and then only with the consent of the City Manager and the Chief of Police. If an employee has more than 120 hours of vacation leave at the end of the calendar year, the employee shall cease accruing vacation leave until the employee no longer has hours in excess of 120. If the City Manager and the department head agree to carry over hours in excess of 120 hours, this will not affect the employee's ability to accrue additional hours as vacation leave.

ARTICLE 16 - SICK LEAVE ACCRUAL

Sick leave for full-time officers is accumulated at the rate of eight (8) hours for each full month of employment on an unlimited basis.

ARTICLE 17 - PERSONAL EMERGENCY LEAVE & FAMILY ILLNESS LEAVE

Part A: (Personal Emergency Leave) Employees who have at least one hundred forty-four (144) accumulated hours of sick leave on record may, with department head approval, use up to forty (40) hours of sick leave as "Personal Emergency Leave" per 12 month period

commencing the last pay period in the month of December. Personal emergency leave may include such situations as lawyers and doctors appointments, driver license renewal, home repair appointments, domestic situations not involving family illness requiring personal immediate attention, and business appointments which normally cannot be done at other non-work times. It is not intended to 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 (not to exceed 48 hours) of his/her annually accrued earned sick leave every year annually to attend to the illness of a family member child, parent, spouse, or registered domestic partner of the employee as defined under applicable law.

ARTICLE 18 - BEREAVEMENT LEAVE

If there is a death in the immediate family, including grandparents of the employee or spouse, as defined under Section 10.8 of the Personnel Rules, a full-time officer (including Probationary employees) shall be allowed leave of absence to attend to family needs for up to 40 hours with full pay.

ARTICLE 19 - TEMPORARY ASSIGNMENT COMPENSATION

As provided under Section 4.16 of the City's Personnel Rules, an officer working in a higher assignment or rank for a period exceeding thirty (30) consecutive calendar days shall receive additional temporary compensation when assigned, of \$260 per month. If the employee works in the temporary assignment for less than a month, after having completed the thirty (30) consecutive calendar day period, the \$260 shall be prorated. Any break in consecutive days of temporary assignment, shall cause the 30-day waiting period to recommence. Temporary assignment compensation shall be distributed in the payroll period during which time the temporary assignment occurred. The thirty (30) calendar day waiting period shall not be compensated for.

ARTICLE 20 - SPECIAL ASSIGNMENT PAY

Officers regularly assigned to the Community Impact Team, Investigations Division, L.A. IMPACT, School Resource Officer (when assigned on a 5/8 schedule), or any other special assignment team approved by the Chief of Police, shall receive additional salary compensation of \$300 per month. Officers assigned to positions for a limited training period or as a temporary light-duty assignment shall not receive Special Assignment Pay.

Corporals assigned to other assignments will not receive Special Assignment pay. Because training is an integral part of the Corporal's responsibility, Corporals are not eligible for Field Training Officer pay.

ARTICLE 21 - EDUCATION AND POST CERTIFICATE PAY

A. **Education:** Officers who possess an AA or AS degree or have Junior standing

at a four year college or university with at least 20 semester units completed towards Junior standing, will receive \$200 additional compensation to their base monthly salary after successfully passing the probationary period for Police Officer with the City of Glendora; or Officers who possess a BA or BS degree will receive \$350 additional compensation to their base monthly salary after successfully passing the probationary period for Police Officer with the City of Glendora.

- B. P.O.S.T Certificates:** Officers who have qualified and applied for a P.O.S.T. Intermediate Certificate will receive \$200 per month additional compensation to their base salary or Officers who have qualified and applied for a P.O.S.T. Advanced Certificate will receive \$350 per month additional compensation to their base salary.

In any case where POST rejects the certificate application, the employee shall reimburse the City for all certificate-related amounts previously paid, in the same monthly amount as were the certificate benefits. (For example, rejection by POST of an intermediate certificate application, would result in \$200 per month being automatically deducted from the employee's compensation. The \$200 would be deducted in the same amount as were the initial payments. It remains the individual employee's responsibility to remedy/challenge a POST determination rejecting issuance of a certificate. If and when such rejection is reversed by POST, then the City shall reimburse the employee for certificate-amounts that have been withheld. Said reimbursement shall be made in one lump sum. However, the parties agree that there shall be no retroactive recalculation of overtime payments that would have been affected had the employee at all times been receiving the certificate payments. However, where certificate payments have been made and overtime calculated upon said amounts, with POST thereafter rejecting issuance of the certificate, the employee shall not be required to reimburse the City for overtime amounts impacted solely by certificate pay.)

- C. Combined Maximum:** A maximum of \$550 per month will be paid for any combination of education and P.O.S.T. certificates.

ARTICLE 22 - LONGEVITY PAY

All Association members on the City's payroll as of the date of adoption by the City Council of this Memorandum of Understanding, with fifteen (15) or more years of continues employment with the city of Glendora shall receive an extra \$200 per month as and for longevity pay; such longevity payments to commence effective the first full payroll period commencing on or after July 1, 2018.

ARTICLE 23 - FIELD TRAINING OFFICER

- A. Definition**

A Field Training Officer is an officer who is qualified to, and has, one or more trainees regularly assigned to him for training and actually provides formal training to the

trainee(s) during a 28 day work period. "Regularly assigned" does not refer to the casual or temporary assignment of a trainee on a ride-along basis.

B. Compensation

Officer personnel who are Field Training Officers and are regularly assigned a trainee shall receive additional compensation of \$140 per 14 day period or portion thereof. The compensation will not be prorated. The Field Training Officer can receive overtime compensation for any time spent with the trainee as authorized in this M.O.U.

ARTICLE 24 - MOTOR OFFICER

Officers assigned to motorcycle duty will be paid performance pay of \$200 per 28 day work period. This performance pay is compensation for the extra work hours required to maintain and clean the City-owned motorcycle during off-duty hours

ARTICLE 25 - UNIFORMS

- A. The City will pay Police Officers covered under this Memorandum of Understanding an annual uniform allowance check in the first pay period in December of each year, provided each employee purchases and maintains the uniform and safety equipment designated by the Chief of Police and which is currently listed in Police Department Lexipol Policy 1023. New employees shall be provided uniforms and equipment as designated in Police Department Lexipol Policy 1023 and will not be eligible to receive a uniform allowance check until the second year of employment. Safety equipment damaged in the line of duty will be repaired or replaced at city expense with the approval of the Chief of Police or his/her designee.
- B. The amount of the annual allowance, which includes the employees' nine percent (9%) contribution to PERS, shall be \$950. Police Department Lexipol Policy 1023 will be modified to specify a Training/Utility uniform to be maintained by Police Officers. The first issue of this uniform will be purchased by the City. Future purchases and maintenance will be the responsibility of each officer.

ARTICLE 26 - COMPENSATION FOR VEHICLE USE

Employees who are required to use their personal vehicle on City business will be reimbursed at the current IRS rate per mile.

ARTICLE 27 - TUITION REIMBURSEMENT

- A. All permanent Police Officers of the City shall be eligible for the tuition reimbursement program for courses of study or training taken at an Accredited College or University, directly related to the job or for preparing for future promotions within the City, subject to the limitations and provisions as described below: (Nonetheless, in the event of provision of tuition reimbursement on a Citywide basis resulting in the necessity of

either a General Fund deficit or in the transfer into the General Fund of revenues from other sources, the tuition reimbursement provision shall be suspended until a deficit no longer exists, and any external funding source has been reimbursed for its transfer into the General Fund. However, in any instance where pre-course enrollment authorization to participate in the tuition reimbursement program was provided, a subsequent General Fund deficit as described herein, shall not impact eligibility of such an employee to receive the tuition reimbursement benefits set forth in this Article, but only for the particular unit(s) for which authorized enrollment was granted prior to incurring of the budgetary shortfall.)

- B. All course work must be personally attended by the Police Officer at a California Community College or a non-profit California Institution of Higher Learning. With the approval of the Department Head and the City Manager, on-line courses of instruction offered by a California Community College or California State College or University may be substituted in lieu of personal attendance in a classroom.
- C. Each eligible Officer shall obtain approval from his department head and City Manager for his/her course of study a minimum of two weeks prior to enrollment. 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 course anticipated. Re-approval must be obtained for each change in course or place of education. Maximum costs for tuition 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. 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.
- D. Reimbursement shall be limited to tuition costs only. There shall be no reimbursement for books and/or fees. 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 from California colleges and universities.
- E. 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. Such costs shall include tuition only.
- F. 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 within the time set forth, except for reasons of death, disability, involuntary service in the Armed Forces, or involuntary termination of employment.

- G. If the employee voluntarily terminates his/her employment with the City within one year after completion of his/her course of study, the employee shall be required to repay to the City all sums expended in his/her behalf for the educational program during the one year prior to his/her termination, except that he/she will receive credit on the basis of one-twelfth (1/12) of the cost each month that he/she worked after completion of the course.

ARTICLE 28 - JURY DUTY

When required to serve on jury duty, an officer shall be assigned to a day shift or day watch and shall receive regular compensation pursuant to Section 10.7 of the City Personnel Rules, provided the officer has applied for a jury duty exemption on his/her Jury Duty.

ARTICLE 29 - DUES DEDUCTION

Upon written authorization by each Member, the City shall, on behalf of the Association, deduct monthly association dues from the Members' salary.

ARTICLE 30 - 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 31 – FOOTHILLS SPECIAL ENFORCEMENT TEAM

Officers and Corporals assigned to the Foothills Special Enforcement Team (F.S.E.T.) are required to maintain top physical condition. Personnel so assigned shall be required to pass the Los Angeles County Sheriff's Foothills Special Enforcement Team Physical Agility Test (as approved by the F.S.E.T. Chiefs' Board) Bureau Physical qualification course annually during the third training trimester in months of September, October or November. Officers and Corporals who do not passing the test on the first attempt will have one additional attempt on the remediation day be permitted two additional testing which must be completed. The results of the Physical Agility Test will be submitted to the Human Resources Department prior to November 15th of the test year. Officers and Corporals receiving a passing score time as determined by the Los Angeles County Sherriff's Department standard shall receive \$300 dollars to be paid in December.

ARTICLE 32 - CANINE HANDLER

Officers assigned to canine handler duty will be paid performance pay of \$260 per 28 day work period. This performance pay is compensation for the extra work hours required to

maintain the City owned canine at the officer's residence, including but not limited to: grooming, feeding, transportation and clean-up. The Officer assigned to canine handler duty will not be required to work the additional 12-hour day per 28-day work period (Payback day), but will receive the 12-hour compensation for that work day. This stipend represents a good faith estimate by POA and the City as to the average amount of time that canine officers devote to animal care."

ARTICLE 33 - MEAL RECEIPTS

- A. Travel and meal reimbursement shall be in the amount allowed by and subject to the conditions of City of Glendora Administrative Policy No. 3.08. No meal receipts shall be required unless required by a third party funding agency or exceed the Per Diem amount allowed by City policy. If meal reimbursement is deemed taxable income, the employee shall pay the tax, if any.
- B. Commuter lunch for training purposes shall be that amount which is reimbursed by POST. For POST or other authorized related off-site training, which requires an overnight stay, per diem meal reimbursement per POST guidelines. shall not exceed \$45 per day calculated in the amounts of \$9 breakfast, \$11 lunch, and \$25 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 34 - MEDICARE

All employees hired on or after April 1, 1986, must participate in Medicare with the appropriate amount deducted from wages.

ARTICLE 35 - RESIDENCY REQUIREMENT

In order to provide an adequate response in the event of a natural disaster, major civil disobedience or other law enforcement needs, all Glendora Officers obtaining sworn status on or after September 16, 1996, must have a permanent primary (i.e.: 51% or more of the time) residence within sixty-five (65) miles or less of the Glendora Police facility building.

ARTICLE 36 - FAMILY AND MEDICAL LEAVE ACT

Police Officers shall be eligible for family and medical leave to the extent mandated by Federal and State Law and may use Personal Emergency Leave in such situations as provided under Article 17. (See City of Glendora Administrative Policy No. 6.11).

In accordance with City Administrative Policy 6.11 FMLA, when an employee 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 paid accrued leave concurrently with FMLA qualifying leave. However, the City shall not require employees to use sick leave when leave is taken for an ill family member. FMLA will not commence during the period of time an employee is on 4850 medical leave.

ARTICLE 37 - DEFERRED COMPENSATION

Police Officers may participate in the PERS deferred compensation plan up to the maximum amount allowed by law.

ARTICLE 38 - PREGNANCY LEAVE

City shall administer employee pregnancy leaves in accordance with Federal and State Laws.

ARTICLE 39 — BILINGUAL COMPENSATION

- A. Each affected employee demonstrating conversational fluency in a City selected competency examination, shall be provided a \$50.00 per month bilingual payment.
- B. Eligibility for such payment shall be confined to Spanish or to other languages as determined in the sole judgment of the City Manager.

ARTICLE 40 - MANAGEMENT AUTHORITY

The City Council, and its members, during the term hereof, shall deal with the administrative services of the City only through the City Manager, except for the purposes of inquiry; and neither the City Council nor any member thereof shall give orders to any subordinates of the City Manager. This is not to be interpreted as to restrict communications initiated by the POA or its members with the City Council or its members.

ARTICLE 41 - SAVINGS CLAUSE

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

ARTICLE 42 - PERSONNEL RULE 9.0
PRE-DISCIPLINE, DISCIPLINE AND
APPEALS PROCEDURE

- A. The City of Glendora Personnel Rules for Sworn Police Officers Rule 9.0, subsection 9.7.5 has been modified to read as follows:

9.7.5 Appeal of Disciplinary Action. Any employee may appeal a proposed suspension without pay in excess of three (3) work days, demotion, restitution, or dismissal to the City Clerk within 10 working days after the receipt by the employee of the department head's answer. An appeal within the described time frame shall not suspend the effective date of the discipline.

- B. All remaining personnel rule conditions precedent to Pre-Discipline, Discipline and Appeals Procedures shall remain unchanged.

The parties hereto have caused this Memorandum of Understanding to be executed this 26th day of June, 2018.

CITY OF GLENDORA

Dated: 6-26-18

By: 
Chris Jeffers, City Manager

Dated: 6-27-18


By: 
Victoria Cross, Human Resources and Risk Management Director

APPROVED AS TO FORM:



City Attorney

GLENDORA POLICE OFFICERS ASSOCIATION

Dated: 6-18-18 6-27-18

By: 
POA President

APPROVED AS TO FORM:


Attorneys for Glendora Police Officers Association