

RESOLUTION CC 2019-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, APPROVING A TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING (MOU) TO THE GLENDORA POLICE OFFICERS ASSOCIATION (POA) JULY 1, 2017-JUNE 20, 2019 MOU.

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

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

WHEREAS, on June 26, 2018 the Glendora City Council approved a two year Memorandum of Understanding (MOU) with the Glendora Police Officers Association (POA) and,

WHEREAS, representatives of the City of Glendora and POA have meet and negotiated regarding various terms and conditions of a Tentative Agreement (TA) for a successor MOU attached hereto and incorporated herein by this reference; and,

WHEREAS, representatives from POA and the City in compliance with the Myers-Milias-Brown Act (MMBA) will continue to negotiate changes to a successor MOU and return to Council at a future date.

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

SECTION 1. That the City Council approves the Tentative Agreement between the City of Glendora and POA attached hereto as Exhibit A and authorize the City Manager and Finance Director to sign the agreement.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

SECTION 3. The City Clerk is hereby directed to forward a copy of this resolution to the Human Resources Department.

APPROVED and PASSED this 30th day of July, 2019.

City Council of Glendora, CA

BY: _____

JUDY NELSON

Mayor


APPROVED AS TO FORM:
Aleshire & Wynder, LLP



WILLIAM W. WYNDER
City Attorney

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

Dated: July 31, 2019



KATHLEEN R. SESSMAN, City Clerk

**TENTATIVE AGREEMENT PURSUANT TO GOVERNMENT CODE § 3505.1
BY AND BETWEEN CITY OF GLENDORA & THE GLENDORA POLICE OFFICERS
ASSOCIATION (POA)**

That certain MEMORANDUM OF UNDERSTANDING (“MOU”) by and between the CITY OF GLENDORA, a general law city & municipal corporation (“City” or “Glendora”), and Glendora Police Officers Association (“association”) (collectively the “parties”) was scheduled to expire on or about June 30, 2019. The same is subject to that certain Side Letter Agreement, dated on or about August 28, 2018 (the “Side Letter”). On or about July 26, 2019, the parties reached an oral tentative agreement on select terms for a successor Memorandum of Understanding (the “New MOU”), the deal points of which are set forth below and affirmed by the parties by and through the execution of this formal written Tentative Agreement between the parties’ labor representatives.

This Tentative Agreement was ratified by the association on July 26, 2019. This Tentative Agreement represents a joint recommendation from the negotiation teams of both City and Association to City’s City Council. This Tentative Agreement, however, shall not become effective until accepted, approved, and adopted by City’s City Council as specified in California Government Code § 3505.1, which provides:

“If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.” (Emphasis added.)

All terms and conditions of the MOU and the Side Letter shall be maintained unless expressly modified or changed herein and until a New MOU is fully negotiated, reduced to a writing, accepted, approved and adopted by City’s City Council.

TENTATIVE AGREEMENT DEAL POINTS

1. TERM (Article 6)

3 year MOU (July 1, 2019 through June 30, 2022)

2. HOURS (Article 8)

Add sub-section to Section C, denoting 2.5% pay for staff assigned to patrol working the 5:10 p.m. to 5:30 a.m. shift.

3. WAGES (Article 9)

- a. Effective the first full pay period commencing on or after August 1, 2019, base salaries shall be increased by 0.0%.
- b. Effective the first full pay period commencing on or after July 1, 2020, base salaries shall be increased by 1.0%.

- c. Effective the first full pay period commencing on or after July 1, 2021, base salaries shall be increased by 1.5%.
- d. Effective the first full pay period commencing on or after July 1, 2020, the salary range for the Corporal position shall be adjusted annually as stated below:

		Year 1	Year 2	Year 3	Year 4	Year 5
Steps	Current	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
\$ 6,832.36	Step 1	Step 1				
\$ 7,173.98	Step 2	Step 2	Step 1	Step 1		
\$ 7,532.68	Step 3	Step 3	Step 2	Step 2	Step 1	Step 1
\$ 7,909.31	Step 4	Step 4	Step 3	Step 3	Step 2	Step 2
\$ 8,304.78	Step 5	Step 5	Step 4	Step 4	Step 3	Step 3
\$ 8,512.40			Step 5			
\$ 8,720.02				Step 5	Step 4	Step 4
\$ 8,938.02					Step 5	
\$ 9,156.02						Step 5

- Corporal salary range changes will be subject to the base pay increases.

4. VACATION LEAVE ACCUMULATION (Article 15)

Member will be allowed to accumulate a minimum of 160 hours of vacation (1-15 years) and a maximum of 168 hours (16 years or more).

5. SPECIAL ASSIGNMENT PAY (Article 20)

- a. Officers and Corporals regularly assigned to the Community Impact Team, Investigations Division, L.A. IMPACT, School Resource Officer, or any other special assignment team approved by the Chief of Police (e.g. K-9 and Traffic), shall receive additional salary compensation of 5%.
- b. Officers and Corporals shall retain 2.5% after regular assignments in Investigations and Traffic. The 2.5% retention is a maximum amount and will not be cumulative. Further, the 2.5% retention is not applicable if the member is re-assigned to any Special Assignment designation that receives a 5% pay increase.

6. EDUCATION AND POST CERTIFICATE PAY (Article 21)

- a. POST Certificates. Members who have qualified and applied for a POST Intermediate Certificate will receive \$350.00 per month in additional compensation to the base salary. Member who have qualified and applied for a POST Advanced Certificate will receive an additional \$200.00 per month in additional compensation to their base salary. Total base salary applicable is \$550.00 per month.
- b. Education. Members with a BA or BS degree will receive 3.0% additional pay and Members with a MA or MS degree will receive 5.5% in additional pay. Education pay is not cumulative.

Changes go into effect for any new member starting after the effective date of this tentative agreement. For existing members, the following limited duration exceptions exist:

1. Members who currently have an AA or equivalent units and hold an Intermediate POST Certificate, shall receive an additional \$50.00 per month in education pay. Upon completion of a BA/BS or receipt of a POST Advanced Certificate, the \$50.00 per month Education pay will be removed.
2. Members who currently have an AA or equivalent units and who do not hold a BA/BS or a POST Intermediate Certificate, shall receive an additional \$200.00 per month in education pay. Upon completion of a BA/BS or receipt of a POST Intermediate Certificate, the \$200.00 per month Education pay will be removed.

7. UNIFORMS (Article 25)

The amount of the annual allowance shall be \$1,050.00 paid in equal installments through the City's payroll process. The monthly installments shall commence in August 2019.

8. SPECIAL ENFORCEMENT TEAM (FSET) BONUS (Article 31)

Officers and Corporals assigned to the Foothills Special Enforcement Team (FSET) are required to maintain top physical condition. Members receiving a passing score time as determined by the Foothill Special Enforcement Team Operations manual shall receive \$150.00 per month.

9. BILINGUAL COMPENSATION (Article 39)

The City has the sole and exclusive right to determine which employees, and how many employees, are eligible to receive bilingual pay of \$150.00 per month. Designated employees will be required to speak and/or write fluent Spanish or other languages as designated by the City based on community needs. The City shall administer a competency test to certify fluency in the designated language. Such certification shall be a condition prior to qualifying for bilingual pay.

10. SHOOTING BONUS (New Article)

Members with range scores of an average of 290 or more over the course of a one year (measured January through November), with validation from the range master, will be eligible to receive a one-time bonus of \$750.00 payable the first full pay period of December in each fiscal year.

[SIGNATURES ON FOLLOWING PAGE]

The parties agree to this tentative agreement (TA) on this 30th day of July, 2019.

CITY OF GLENDORA

Dated: 7/30/19

By: 
Adam Raymond
City Manager

Dated: 7/30/19

By: 
June Overholt
Finance Director/City Treasurer

APPROVED AS TO FORM:


William Wynder
City Attorney

ATTEST:


Kathleen R. Sessman
City Clerk/Communications Director

GLENDORA POLICE OFFICERS ASSOCIATION (POA)

Dated: 7/30/19

By: 
Jacob Swann
POA President